

**A PROCLAMATION  
OF THE ELLIS COUNTY COMMISSIONERS' COURT**

**WHEREAS**, Meals on Wheels of Johnson & Ellis Counties, prepares and delivers meals to elderly and disabled persons who are unable to prepare meals for themselves; and

**WHEREAS**, for the past 17 years the citizens of Ellis County have benefited from the delivery of over a million meals to our homebound neighbors; and

**WHEREAS**, this organization has a volunteer force of over 300 people who donate their time, vehicle, gasoline and energy to deliver over 100,000 hot meals to Ellis County residents annually; and

**WHEREAS**, no client is ever refused service because of inability to pay; and

**WHEREAS** these efforts have resulted in the improvement in the lives of the homebound and disabled in Ellis County with continued personal independence, daily visits by caring volunteers, well-balanced meals, and the assistance of professional caseworkers; and

**NOW THEREFORE BE IT PROCLAIMED**, that the Ellis County Commissioners' Court wishes to designate March 2018, March for Meals Awareness Month in Ellis County.

In witness thereof, signed the 13th day of March 2018.

\_\_\_\_\_  
Carol Bush, County Judge

\_\_\_\_\_  
Randy Stinson, Commissioner Precinct 1

\_\_\_\_\_  
Lane Grayson, Commissioner Precinct 2

\_\_\_\_\_  
Paul Perry, Commissioner Precinct 3

\_\_\_\_\_  
Kyle Butler, Commissioner Precinct 4

Attest: \_\_\_\_\_  
Cindy Polley, County Clerk

# Agency Racial Profiling Information

1/1/2017 - 12/31/2017

Ellis County Constable Pct.2

Total stops: 77

1. Gender

CCP 2.133(b)(1)(a)

1.1 Female:	24
1.2 Male:	53
1.3 Unknown:	0

2. Race or ethnicity Total: 77

CCP 2.132(a)(3), 2.132(b)(6)(A), 2.133(b)(1)(B)

2.1 Black:	11
2.2 Asian/Pacific Islander:	0
2.3 White:	46
2.4 Hispanic/Latino:	20
2.5 Alaska Native/American Indian:	0
2.6 Unknown:	0

3. Was race or ethnicity known prior to stop? Total: 77

CCP 2.132(b)(6)(C)

3.1 Yes:	0
3.2 No:	77

4. Reason for stop? Total: 77

CCP 2.132(b)(6)(F), 2.133(b)(2)

4.1 Violation of law:	0
4.2 Pre existing knowledge:	0
4.3 Moving traffic violation:	3
4.4 Vehicle traffic violation:	1
4.5 Unknown:	73

5. Street address or approximate location of the stop Total: 77

CCP 2.132(b)(6)(E), 2.133(b)(7)

5.1 City street:	2
5.2 US highway:	2
5.3 County road:	0
5.4 Private property or other:	0
5.5 Unknown:	73

Total: 77

# Agency Racial Profiling Information

1/1/2017 - 12/31/2017

Ellis County Constable Pct.2

## 6. Was a search conducted?

CCP 2.132(b)(6)(B), 2.133(b)(3)

6.1 Yes:	<u>0</u>
6.2 No:	<u>77</u>

Total: 77

## 7. Reason for Search?

7.1 Consent:	<u>0</u>	CCP 2.132(b)(6)(B), 2.133(b)(3)
7.2 Contraband in plain view:	<u>0</u>	CCP 2.133(b)(5)(A)
7.3 Probable cause:	<u>0</u>	CCP 2.133(b)(5)(B)
7.4 Inventory:	<u>0</u>	CCP 2.133(b)(5)(C)
7.5 Incident to arrest:	<u>0</u>	CCP 2.133(b)(5)(C)
7.6 Unknown:	<u>0</u>	

## 8. Was Contraband discovered?

CCP 2.133(b)(4)

8.1 Yes:	<u>0</u>
8.2 No:	<u>77</u>

Total: 0

## 9. Description of contraband

CCP 2.133(b)(4)

9.1 Drugs:	<u>0</u>
9.2 Currency:	<u>0</u>
9.3 Weapons:	<u>0</u>
9.4 Alcohol:	<u>0</u>
9.5 Stolen property:	<u>0</u>
9.6 Other:	<u>0</u>
9.7 Unknown:	<u>0</u>

Total: 77

Total: 0

# Agency Racial Profiling Information

1/1/2017 - 12/31/2017

Ellis County Constable Pct.2

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## 10. Result of the stop

10.1 Verbal warning:	<u>3</u>	CCP 2.133(b)(8)
10.2 Written warning:	<u>10</u>	CCP 2.133(b)(8)
10.3 Citation:	<u>64</u>	CCP 2.133(b)(8)
10.4 Arrest:	<u>0</u>	CCP 2.133(b)(6)
10.5 Use of force resulting in bodily injury:	<u>0</u>	CCP 2.132(b)(6)(D), 2.133(b)(9)
10.6 Unknown:	<u>0</u>	

## 11. Arrest based on

Total: 77

CCP 2.133(b)(6)

11.1 Violation of Penal Code:	<u>0</u>
11.2 Violation of Traffic Law:	<u>0</u>
11.3 Violation of City Ordinance:	<u>0</u>
11.4 Outstanding Warrant:	<u>0</u>
11.5 Unknown:	<u>0</u>

Total: 0

# Racial Profiling Report | Tier one <sup>A4</sup>

**Agency Name:** Ellis County Constable Office Precinct One  
**Reporting Date:** 03/01/2018  
**TCOLE Agency Number:** 139101  
**Chief Administrator:** Constable Roy Callender  
**Agency Contact Information:**  
**Phone:** (972) 825-5326  
**Email:** N/A  
**Mailing Address:** 207 South Sonma Trail  
Ennis Texas 75119

**COPY**

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1), Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Ellis County Constable Office Precinct One has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibits peace officers employed by the Ellis County Constable Office Precinct One from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Ellis County Constable Office Precinct One if the individual believes that a peace officer employed by the Ellis County Constable Office Precinct One has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Ellis County Constable Office Precinct One who, after an investigation, is shown to have engaged in racial profiling in violation of the Ellis County Constable Office Precinct One's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is

issued and to arrests made as a result of those stops, including information relating to:

- a.) the race or ethnicity of the individual detained;
- b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
- c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

- a.) the Commission on Law Enforcement; and
- b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**Executed by:** Constable Roy Callender

Chief Administrator

**Ellis County Constable Office Precinct One**

**Date:** 03/01/2018

**COPY**

Ellis County Constable Office Precinct One Motor Vehicle Racial Profiling Information

Total stops: 7

**COPY**

Number of motor vehicle stops

Citation only: 7

Arrest only: 0

Both: 0

Race or ethnicity

African: 0

Asian: 0

Caucasian: 5

Hispanic: 2

Middle eastern: 0

Native american: 0

Was race known ethnicity known prior to stop?

Yes: 0

No: 7

Was a search conducted

Yes: 1

No: 6

Was search consented?

Yes: 1

No: 0

Submitted electronically to the



The Texas Commission on Law Enforcement

ELLIS COUNTY Sheriff's Department  
Racial Profiling Report 01/01/2017 Thru 12/31/2017

**COPY**

TOTALS  
CITATIONS      WARNINGS      PC      CONSENT      ARRESTED      RELEASED  
7                    0                    0                    0                    0                    7

-----  
TOTALS BY RACE  
BLACK CAUCASIAN HISPANIC ASIAN NATIVE AMERICAN  
0                    5                    2                    0                    0

-----  
TOTALS BY SEX  
MALE                    FEMALE  
3                                    4

-----  
TOTAL RESIDENCY  
RESIDENT                    NON-RESIDENT  
7                                    0

-----  
TOTAL SEARCHED  
SEARCHED                    NOT SEARCHED  
1                                    6

-----  
TOTAL SEARCHED BY RACE  
BLACK CAUCASIAN HISPANIC ASIAN NATIVE AMERICAN  
0                    0                    1                    0                    0

-----  
TOTAL CONTRABAND  
CONTRABAND FOUND                    CONTRABAND NOT FOUND  
0    7

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TOTAL CONTRABAND FOUND BY RACE  
BLACK CAUCASIAN HISPANIC ASIAN NATIVE AMERICAN  
0                    0                    0                    0                    0

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TOTAL ARRESTED BY RACE  
BLACK CAUCASIAN HISPANIC ASIAN NATIVE AMERICAN  
0                    0                    0                    0                    0

ELLIS COUNTY Sheriff's Department  
 Racial Profiling Report 01/01/2017 Thru 12/31/2017

8 record(s) selected to list 0  
 Ethnicity

COPY

1	BLACK	1 WHITE	HISPANIC	ASIAN	1 NATIVE AMERICAN	OTHER
2	BLACK	1 WHITE	HISPANIC	ASIAN	1 NATIVE AMERICAN	OTHER
3	BLACK	WHITE	1 HISPANIC	ASIAN	1 NATIVE AMERICAN	OTHER
4	BLACK	WHITE	1 HISPANIC	ASIAN	1 NATIVE AMERICAN	OTHER
5	BLACK	1 WHITE	HISPANIC	ASIAN	1 NATIVE AMERICAN	OTHER
6	BLACK	1 WHITE	HISPANIC	ASIAN	1 NATIVE AMERICAN	OTHER
7	BLACK	1 WHITE	HISPANIC	ASIAN	1 NATIVE AMERICAN	OTHER

GENDER		RESIDENT		STOP TYPE	
1	MALE	1 FEMALE	1 YES	NO	PEDESTRIAN 1 TRAFFIC
2	1 MALE	FEMALE	1 YES	NO	PEDESTRIAN 1 TRAFFIC
3	MALE	1 FEMALE	1 YES	NO	PEDESTRIAN 1 TRAFFIC
4	1 MALE	FEMALE	1 YES	NO	PEDESTRIAN 1 TRAFFIC
5	MALE	1 FEMALE	1 YES	NO	PEDESTRIAN 1 TRAFFIC
6	MALE	1 FEMALE	1 YES	NO	PEDESTRIAN 1 TRAFFIC
7	1 MALE	FEMALE	1 YES	NO	PEDESTRIAN 1 TRAFFIC

	SEARCH		PC	ENC	Contraband Found	
	YES	NO			RELEASE	YES
1		NO			YES	NO
2		NO			YES	NO
3		NO			YES	NO
4	YES				YES	NO
5		NO			YES	NO
6		NO			YES	NO
7		NO			YES	NO

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ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0100-50819-00000-000	Computer	\$ 1,400.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0100-50873-00000-000	Maintenance/Repairs	\$ 1,400.00

RECEIVED  
MAR 07 2018  
ELLIS COUNTY  
AUDITOR

  
Signature of Department Head

3/6/2018  
Date Signed

Accounts Payable  
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County Judge  
Commissioner Precinct #1  
Commissioner Precinct #2  
Commissioner Precinct #3  
Commissioner Precinct #4

Approved by County Auditor's Office:



12

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

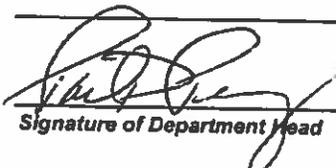
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-50558	FM3 - Contingency	\$35,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-50912	FM3 - Bridge Repairs	\$20,000.00
011-0704-50909	FM3 - Repair/Parts	\$15,000.00



Signature of Department Head

3-16-2018

Date Signed

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:





ELLIS COUNTY TAX ASSESSOR AND COLLECTOR

JOHN BRIDGES, RTA, CTA, CSTA



P.O. Drawer 188  
Waxahachie, TX 75168-0188  
(972) 825-5150  
Fax (972) 825-5151  
E-Mail: john.bridges@publicans.com  
Website: www.elliscountytax.com

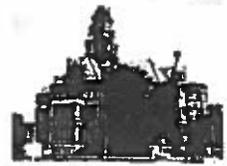
March 1<sup>st</sup>, 2018

Request for Approval of March 13<sup>th</sup>, 2018  
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Corelogic	229605	\$4,389.27
Corelogic	224860	\$4,951.14
Corelogic	226772	\$3,314.97
Corelogic	241203	\$6,863.98
Corelogic	240010	\$4,763.66
Corelogic	237137	\$11,341.79
Corelogic	236849	\$3,563.91
Corelogic	235206	\$7,699.42
Corelogic	248044	\$4,496.52
Corelogic	258704	\$6,775.65
Corelogic	209651	\$4,076.04
Corelogic	180408	\$3,734.45
Corelogic	227175	\$5,559.00
Corelogic	173136	\$3,747.85
Corelogic	171429	\$2,921.36
Corelogic	149349	\$4,349.97
Corelogic	141565	\$2,578.38
Corelogic	175491	\$4,381.25



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



JOHN BRIDGES, RTA, CTA, CSTA

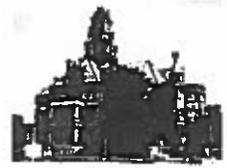
P.O. Drawer 188  
Waxahachie, TX 75168-0188  
(972) 825-5150  
Fax (972) 825-5151  
E-Mail: [john.bridges@publicans.com](mailto:john.bridges@publicans.com)  
Website: [www.elliscountytax.com](http://www.elliscountytax.com)

Continued

Corelogic	265998	\$5,964.46
Corelogic	195759	\$2,928.79
Corelogic	166005	\$3,967.30
Corelogic	165937	\$2,597.10
Corelogic	165571	\$3,048.43
Corelogic	202856	\$4,019.72
Cliff Hess	216346	\$8,336.39
Corelogic	215984	\$6,366.45
Corelogic	215861	\$3,279.71
Corelogic	218409	\$4,876.08
Corelogic	221253	\$2,631.33
Corelogic	156120	\$3,183.78
Corelogic	152777	\$2,631.25
Corelogic	151776	\$3,175.57
Corelogic	160019	\$5,979.76
Corelogic	232367	\$3,786.90
Corelogic	230324	\$3,895.93
Tony Folkers	222490	\$4,158.84
Deatra/Michael Bradshaw	219003	\$21,075.58



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



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Continued

✓ Seterus C/O Lereta LLC	✓ 141677	✓ \$3,467.20
✓ Carrington Mtg Srvs C/O Lereta LLC	243689	\$5,004.06
✓ Carrington Mtg Srvs C/O Lereta LLC	160117	\$4,833.69
✓ Carrington Mtg Srvs C/O Lereta LLC	227573	\$2,830.03
SPS C/O Lereta LLC	151534	\$3,434.93
Fiesta Mart, LLC	170754	\$18,748.19
✓ Carrington	209659	\$3,297.17

Total: \$227,027.25 ✓ *B. Bridges* 3/2/2018



AGENDA ITEM SP1  
Ellis County Commissioners' Court  
March 13, 2018



**SHORT TITLE:**

Simplified plat of Shiloh Addition, Lot 1, Block 1.

**LEGAL CAPTION:**

Consider and act on a request for a simplified plat of Shiloh Addition, Lot 1, Block 1. The property contains ± 5.455 acres of land in the John Crane Survey, Abstract No. 246 located on the southwest corner of Walnut Grove Road and Shiloh Road in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.



**APPLICANT(S):**

Ruby Renovations, LLC  
Earl Charlie Ruby



**PURPOSE:**

The applicant wishes to subdivide this property into one (1) lot for a potential nonresidential use.



**HISTORY:**

The City of Midlothian approved this plat on February 12, 2018. Outside of this recent approval, there is no other history associated with this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

This plat shows a total right-of-way dedication of sixty (60) feet along both the centerline of Shiloh Road and Walnut Grove Road, complying with the Thoroughfare Plan.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Simplified Plat



**RECOMMENDATION:**

Staff recommends approval of this request, as presented.



**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



ATTACHMENT NO. 1



Subject Property: 181816





**AGENDA ITEM SP2**  
Ellis County Commissioners' Court  
March 13, 2018



**SHORT TITLE:**

Simplified plat of JMB Estates, Block A, Lot 1

**LEGAL CAPTION:**

Consider and act on a request for a simplified plat of JMB Estates. The property contains ± 3.199 acres of land in the T.R. Harris Survey, Abstract No. 490 located on the north side of Moseley Road ± 4,440 feet east of Old Boyce Road North in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road & Bridge Precinct No. 2.



**APPLICANT:**

Celena Medlin



**PURPOSE:**

The applicant wishes to subdivide this property into one (1) lot. The remaining ± 115 acres will remain unplatted.



**HISTORY:**

The City of Ennis approved this plat on February 20, 2018. Outside of this recent approval, there is no other history associated with this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

This plat shows a total right-of-way dedication of thirty (30) feet from the centerline of Moseley Road, complying with the Thoroughfare Plan by dedicating one-half of the necessary right-of-way dedication for these roads.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Simplified Plat



**RECOMMENDATION:**

Staff recommends approval of this request, as presented.

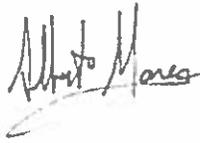


**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



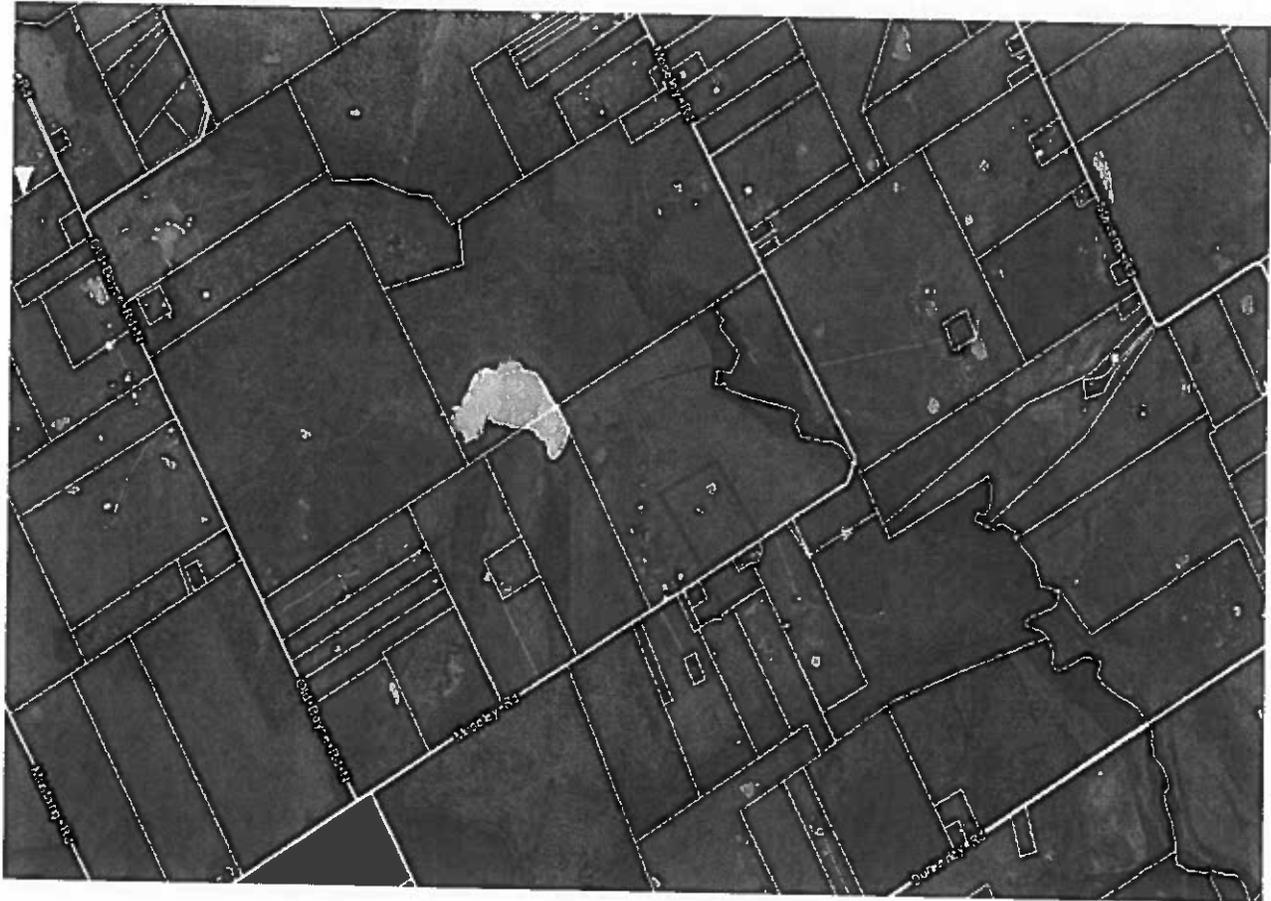
**APPROVED AND PRESENTED BY:**



Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



ATTACHMENT NO. 1



 Subject Property: 185413





AGENDA ITEM SP3  
Ellis County Commissioners' Court  
March 13, 2018



**SHORT TITLE:**

Simplified plat of Ravenwood Estates, Lots 1-3.

**LEGAL CAPTION:**

Consider and act on a request for a simplified plat of Ravenwood Estates. The property contains ± 13.275 acres of land in the M.D. Bullion Survey, Abstract No. 166 and Lewis Goddard Survey, Abstract No. 398 located on the west side of Alysa Lane, ± 700 feet north of Old Maypearl Road, Maypearl, Road & Bridge Precinct No. 3.



**APPLICANT:**

Katy Nolen



**PURPOSE:**

The applicant wishes to subdivide this property into three (3) lots for potential residential uses. The proposed Lot 1 has ± 5.138 acres, Lot 2 has ± 4.656 acres, and Lot 3 has ± 3.482 acres. The remaining ± 60 acres will remain unplatted but has enough road frontage to create additional lots, if desired.



**HISTORY:**

There is no history of any other subdivision requests on this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

No additional right-of-way dedication is required as Alysa Road as it already has a right-of-way dedication of 120 feet. Also, this road is not on the County's Master Thoroughfare Plan.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Simplified Plat



**RECOMMENDATION:**

Staff recommends approval of this request, as presented.

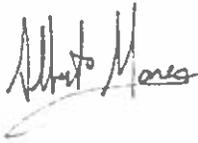


**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



**APPROVED AND PRESENTED BY:**



Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



ATTACHMENT NO. 1



Subject Property: 180851





AGENDA ITEM SP4  
Ellis County Commissioners' Court  
March 13, 2018



**SHORT TITLE:**

Simplified plat of Pinnaka Place, Lot 1, Block A.

**LEGAL CAPTION:**

Consider and act on a request for a simplified plat of Pinnaka Plac Lot 1, Block A. The property contains ± 3.1132 acres of land in the T.L Miller Survey, Abstract No. 704 and the John Shay Survey, Abstract No. 974 located on the southeast corner of U.S. Highway 77 and Kinfolk Road, Italy, Road & Bridge Precinct No. 3.



**APPLICANT:**

Dhanunjaya Pinnaka



**PURPOSE:**

The applicant wishes to subdivide this property into one (1) lot. The remaining ± 10.255 acres will remain unplatted but has enough road frontage to create additional lots, if desired.



**HISTORY:**

There is no history of any other subdivision requests on this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

This plat shows a total right-of-way dedication thirty (30) feet from the centerline of Kinfolk Road. No additional right-of-way dedication is required along U.S. Highway 77 already has a right-of-way dedication of 80 feet, complying with the Thoroughfare Plan.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Simplified Plat



**RECOMMENDATION:**

Staff recommends approval of this request, as presented.



**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



ATTACHMENT NO. 1



Subject Property: 201206



ATTACHMENT NO. 2





**AGENDA ITEM 1.1**  
Ellis County Commissioners' Court  
March 13, 2018



**SHORT TITLE:**

Amendment to reduce setback requirements for underground swimming pools.

**LEGAL CAPTION:**

Consider and act upon a request to amend the County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes, Court Order Number 192.02, dated May 13, 2002, Section 3-E (Lot and Street Layout) and any other related articles, sections and paragraphs to modify the minimum setback requirements for underground swimming pools.



**PURPOSE:**

Major cities across the County have side and rear yard setbacks for swimming pools ranging from three (3) to five (5) feet. Currently, the County has a minimum setback distance of ten (10) feet for all structures, except accessory buildings under three hundred (300) feet.

To keep consistent setbacks across multiple jurisdictions and reduce potential variance requests in the future, staff is bringing forth this amendment to allow the side and rear yard setback distances for underground swimming pools to match those of accessory structures less than 300 feet, which is five (5) feet. Flatwork around the swimming pool can encroach into the setback line just as a driveway can. Setbacks that double as an easement will still require a release of easement letter before submitting a permit. This proposed amendment does not apply to above-ground pools and will be required to adhere to the established side and rear yard setback distance of ten (10) feet.



**HISTORY:**

On October 10, 2017, the Commissioners' Court adopted revised setbacks for accessory buildings within this section. Since that time, staff has noticed a significant drop in requests for building setback variances. Staff intends this proposed amendment to have the same effect.



**Proposed Amendment:**

Below is the proposed language for the amendment. Bold and underline words signify added text. Deleted text is struck through.

**3-E LOT AND STREET LAYOUT:**

(3) Side and rear yard setbacks shall be a minimum distance of ten (10) feet from the property line.



(i) The setback lines for an accessory structure that is less than three hundred (300) square feet in area and an underground swimming pool may be reduced to a minimum distance of five (5) feet from the side or rear property line.

(ii) If, at the time of permitting, an easement exists within the setback lines, a release of easement letter ~~is~~ shall be obtained from the applicable utility providers and any other easement holder and turned in with the permit application.

(iii) This reduction in setback shall only apply to one (1) accessory structure on the property.



**Legal Notifications:**

Chapter 233.033 of the Texas Local Government Code requires public notice be placed in a newspaper of general circulation when amending setback lines at least fifteen (15) days before the public hearing date. Staff advertised this proposed amendment in the February 23, 2018, edition of the Waxahachie Daily Light, satisfying the legal notification requirement.

**ATTACHMENTS:**

1. Newspaper Notice
2. Draft Order



**RECOMMENDATION:**

Staff recommends approval of this request, as presented.



**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



**APPROVED AND PRESENTED BY:**

Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County



ATTACHMENT NO. 1

Legal Notices

To be published 1  
time in The Waxa-  
hachie Daily Light,  
Friday, February  
23, 2018.

**ATTENTION!  
PUBLIC NOTICE**

The County of Ellis  
will conduct a pub-  
lic hearing to con-  
sider and act upon  
a request to amend  
the County of Ellis  
Rules, Regulations,  
and Specifications  
for Subdivisions  
and Manufactured  
Homes, Court Or-  
der N u m b e r  
192.02, dated May  
13, 2002, specific-  
ally Section 3-E  
(Lot and Street Lay-  
out) and any other  
related articles,  
sections and para-  
graphs establish-  
ing setback lines  
regulations for un-  
derground swim-  
ming pools. A pub-  
lic hearing for this  
proposed amend-  
ment is scheduled  
for the Commis-  
sioners' Court on  
**Tuesday, March  
13, 2018, at 10:00  
AM** on the 2nd  
Floor of the Histor-  
ic Ellis County  
Courthouse, 101  
W. Main St., Waxa-  
hachie, Texas.  
Please contact the  
Department of De-  
velopment concern-  
ing any questions  
at 972-825-5200. If  
you would like to  
speak at the meet-  
ing regarding this  
matter, please  
show up at least 15  
minutes early to  
sign up to speak.



**ATTACHMENT NO. 2**

**COMMISSIONERS COURT OF ELLIS COUNTY  
ORDER NO. \_\_\_\_\_**

**AMENDMENT TO RULES AND REGULATIONS  
SETBACK REQUIREMENTS FOR UNDERGROUND SWIMMING POOLS**

On this the 13<sup>th</sup> day of March 2018, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

**COUNTY JUDGE:**

- Judge Carol Bush

**COMMISSIONERS:**

- |  |  |
|--|--|
| <input type="checkbox"/> Randy Stinson, Commissioner, Pct. 1 | <input type="checkbox"/> Paul Perry, Commissioner, Pct. 3  |
| <input type="checkbox"/> Lane Grayson, Commissioner, Pct. 2  | <input type="checkbox"/> Kyle Butler, Commissioner, Pct. 4 |

**AND AMONG OTHER PROCEEDINGS, THE FOLLOWING ORDER WAS PASSED AS FOLLOWS:**

**AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS AMENDING THE COUNTY OF ELLIS RULES, REGULATIONS, AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES, COURT ORDER NUMBER 192.02, AS AMENDED, SPECIFICALLY AMENDING, SECTION 3-E (LOT AND STREET LAYOUT) AND ANY OTHER RELATED ARTICLES, SECTIONS, AND PARAGRAPHS TO MODIFY THE MINIMUM SETBACK REQUIREMENTS FOR UNDERGROUND SWIMMING POOLS, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Commissioners' Court of Ellis County, Texas, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, and in the exercise of its legislative discretion, have concluded that this proposal should be approved;

**NOW, THEREFORE BE IT ORDAINED BY THE COMMISSIONERS' COURT OF ELLIS COUNTY TEXAS, THAT:**



**SECTION 1.** Paragraph (3) of Section 3 (E) "Lot Street Layout" of the County of Ellis Rules, Regulations, and Specifications for Subdivision and Manufactured Homes is amended to read as follows with the rest of the Section and Order remaining in full effect:

- (3) Side and rear yard setbacks shall be a minimum distance of ten (10) feet from the property line.
  - (i) The setback lines for an accessory structure that is less than three hundred (300) square feet in area and an underground swimming pool may be reduced to a minimum distance of five (5) feet from the side or rear property line.
  - (ii) If, at the time of permitting, an easement exists within the setback lines, a release of easement letter shall be obtained from the applicable utility providers and any other easement holder and turned in with the permit application.
  - (iii) This reduction in setback shall only apply to one (1) accessory structure on the property.

**SECTION 2. CONFLICTS.**

To the extent of any irreconcilable conflict with the provisions of this Order and other orders of Ellis County governing the use and development of the Property and which are not expressly amended by this Order, the provisions of this Order shall be controlling.

**SECTION 3. SEVERABILITY CLAUSE**

If any section, paragraph, sentence, phrase or word in this order is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this order; and the Commissioners Court hereby declares it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect.

**SECTION 4. EFFECTIVE DATE.**

This Ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 13<sup>TH</sup> DAY OF MARCH, 2018.**

---

Carol Bush, County Judge



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

✉: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
☎: 972-825-5200  
🌐: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)

---

Commissioner Randy Stinson, Precinct No. 1

---

Commissioner Lane Grayson, Precinct No. 2

---

Commissioner Paul Perry, Precinct No. 3

---

Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

---

Cindy Polley, County Clerk



AGENDA ITEM 1.2  
Ellis County Commissioners' Court  
March 13, 2018



**SHORT TITLE:**

Release Maintenance Bond for Taylor Estates, Phase 3

**LEGAL CAPTION:**

Consider and act upon a request to release Maintenance Bond No. 462644M issued by Developers Surety and Indemnity Company, in the amount of eighty nine thousand four hundred sixty-three dollars & 28/100 (\$89,463.28) for Taylor Ridge Addition Phase 3, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT(S):**

Tree Hill Homes, Ivan Brigman



**PURPOSE:**

The applicant is requesting the County to release the Maintenance Bond for Taylor Ridge Addition, Phase 3, a 17-lot subdivision. The initial issue date for this bond was November 23, 2015, specifically for streets, roads, and drainage requirements.

The County has inspected all roads and infrastructure and determined to be "substantially complete" and meets all regulations and requirements set forth by the County.



**ANALYSIS:**

The Commissioners' Court approved a final plat for this subdivision at its meeting on February 23, 2016.



**RECOMMENDATION:**

Staff recommends the Commissioners' Court proceed in the manner described below:

- 1) **Approve** this request to release the Maintenance Bond No. 462644M, issued by Developers Surety and Indemnity Company, for \$89,463.28 for Taylor Ridge, Phase 3 as presented.
- 2) The infrastructure is built to County requirements and accepted as owned and maintained by Ellis County.



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
: 972-825-5200  
: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**ATTACHMENTS:**

1. Location Map
2. Copy of Maintenance Bond

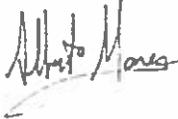


**PREPARED AND SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator



**APPROVED AND PRESENTED BY:**



Alberto Mares, AICP, DR  
Director of Planning & Development  
Ellis County





**ATTACHMENT NO. 2**



Developers Surety and Indemnity Company  
Indemnity Company of California  
CorePointe Insurance Company  
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300  
[www.AmTrustSurety.com](http://www.AmTrustSurety.com)

**MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, Bond No. 462644M

That we, Tree Hill Homes, LP, as Principal,  
and Developers Surety And Indemnity Company, a corporation organized and doing  
business under and by virtue of the laws of the State of Iowa and duly  
licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto  
Ellis County, Tx.

as Obligee, in the sum of Eighty Nine Thousand Four Hundred Sixty Three Dollars & 28/100

( \$ 89,463.28 ) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs,  
executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT: the roads and streets and drainage requirements for the  
subdivision known as Taylor Ridge PH III would be constructed in accordance with applicable code(s) of Ellis County, Tx.  
WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee to:  
construct roads and streets and drainage improvements for the subdivision known as Taylor Ridge PH III in accordance with  
the specifications adopted by the Ellis County Commissioners Court, and complete such prior to April 3rd, 2017.  
WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described  
therein for a period of Two year(s) following final acceptance of said improvements: Roads and Streets and Drainage  
requirements for the subdivision known as Taylor Ridge PH III.  
NOW, THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any  
defective materials or workmanship which become apparent during the period of Two year(s) from and after acceptance  
of said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name  
of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 23rd day of November, 2015 Year

Tree Hill Homes, LP  
*[Signature]* (Principal) (Seal)

BY: Ivan Brigman, Partner and Managing Member Name and Title  
Developers Surety And Indemnity Company Surety

BY: Sam W. Allison Attorney-in-Fact

\_\_\_\_\_  
Authorized Representative (Name and Title)  
BY: \_\_\_\_\_  
Signature of Authorized Representative



2.1

### NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
COUNTY OF ELLIS

**KNOW ALL MEN BY THESE PRESENTS THAT:**

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Michael J. Donelson who after being duly sworn on oath stated the following:

My name is Michael J. Donelson. My title is Member.

I am aware that the Ellis County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

**Sole-source items include:**

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Ellis County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: MAGS-1, -2, -3, -Flex, -ChipLock, I am the sole-source supplier of this item because: various patents and proprietary and confidential that is not public knowledge. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Ellis County Purchasing Department of all relevant facts and circumstances.

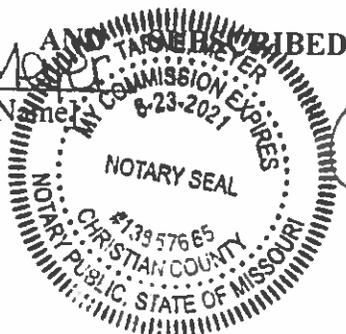
Pressu  
Pave  
Sealar

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 2<sup>nd</sup> day of March, 2018.

Michael J. Donelson  
[Signature]

Michael J. Donelson, Member  
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on March 2nd, 2018, by  
Tara E. Meyer  
[Printed Name]



Tara E. Meyer  
[Signature] Notary Public  
State of Missouri  
My Commission expires on August 23, 2021

# Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165

Office (972) 825-5555 Fax (972) 825-5551

## MASS GATHERING



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**Applicant's Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone Number(s):** \_\_\_\_\_

---

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**Application for Mass Gathering Permit**

All applications must be submitted to the Ellis County Judge's Office, located at the Historic County Courthouse, 101 W. Main St. Waxahachie Texas, 75165 by event promoters at least 45 days prior to the first day on which any event that requires a Mass Gathering Permit will be held, along with Cashier Check, or Money Order payable to Ellis County, Texas in the amount of \$250.00.

No Application shall be considered to have been submitted until it is accompanied by an Application Fee of \$250.00.

Not later than the 10th day before the event for which an application is filed, the County Judge or designee shall hold a public hearing to determine whether the application for a Mass Gathering Permit shall be granted.

Applications may be denied for any of the reasons enumerated in Section 751.007 of the Texas Health and Safety Code.

All written correspondences regarding this application shall be sent by U.S. mail to the addresses provided by the Promoter of this application, unless some other method of correspondence is requested in writing by the promoter or property owner.

Applicants are encouraged to review Chapter 751 of the Texas Health and Safety Code for a comprehensive perspective on Mass Gatherings and the application of Texas law to such events.

A mass gathering permit is obtained IN ADDITION to any other permits that may be required under any local, state or federal law.

**All information MUST be complete for the application to be accepted**

**❖ Promoter**

Event Promoter's Name: \_\_\_\_\_  
Address of Promoter: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

- **Submit financial statement that reflects the funds being supplied to finance the mass gathering and each person supplying the funds.**

**❖ Property**

Name of Property Owner: \_\_\_\_\_  
Address of Property Owner: \_\_\_\_\_  
Telephone Number of Property Owner: \_\_\_\_\_ Fax: \_\_\_\_\_

- **Submit certified copy of the agreement between the promoter and the property owner.**

Location of the property on which the Mass Gathering will be held

\_\_\_\_\_

Description of the property on which the Mass Gathering will be held

\_\_\_\_\_

- **Submit a site plan delineating the area where the gathering is to be held, including the following:**

1. The location of parking areas available for patrons under the operator's control;
2. Location of entrance, exit, and interior roadways and walk;
3. Location of all first aid stations and emergency medical resources;
4. Location, type, and provider of restroom facilities;
5. Location and description of water stations;
6. Location and number of food stands, and the types of food to be served if known;
7. Location, number, type, and provider of solid waste containers;
8. Location of operator's headquarters at the gathering;

9. A plan to provide lighting adequate to ensure the comfort and safety of attendees and staff;
10. Specific location for inspectors to meet with promoter or designee onsite to conduct inspections at any time during the mass gathering event.

**❖ Dates**

Dates and times that the mass gathering will be held: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**❖ Crowds**

Maximum number of persons the promoter will allow to attend the mass gathering: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Method promoter will use to ensure maximum number of attendees is not exceeded: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**❖ Performers**

Name and address of each performer who has agreed to appear at the mass gathering: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of each performer's agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

➤ **Submit a description of each agreement between the promoter and a performer.**

**❖ Order**

Provide a description of all preparations being made to provide traffic control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a description of all preparations being made to ensure that the mass gathering will be conducted in an orderly manner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 
- **Submit plan to address hazardous conditions, including but not limited to evacuation, cancellation, or delay of the mass gathering.**

### ❖ **Health/Safety**

Provide a description of all preparations being made to provide adequate medical and nursing care to include the total number of Emergency Medical Personnel and their qualifications: \_\_\_\_\_

### ❖ **Minors**

Provide a description of all preparations being made to supervise minors who may attend the mass gathering: \_\_\_\_\_

### ❖ **Sanitation**

Provide a description of each step the promoter has taken to ensure that minimum standards of sanitation and health will be maintained during the mass gathering: \_\_\_\_\_

Name of solid waste haulers: \_\_\_\_\_ Phone # \_\_\_\_\_

Name of liquid waste Haulers: \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date:



## MASS GATHERING SIGNATURE SHEET

By Signing below, I attest that all the information contained in this document and attachments are true and fact to the best of my knowledge;

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### OFFICE USE ONLY

Hearing Outcome Date: \_\_\_\_\_

Permit Authorized:                      Yes:     No:     Intl. \_\_\_\_\_

---

Date Submitted for Health Authority Review: \_\_\_/\_\_\_/\_\_\_      Report Due: \_\_\_/\_\_\_/\_\_\_

Date Submitted to Sheriff for Review: \_\_\_/\_\_\_/\_\_\_      Report Due: \_\_\_/\_\_\_/\_\_\_

Hearing Date: \_\_\_/\_\_\_/\_\_\_      Report Due: \_\_\_/\_\_\_/\_\_\_

Hearing Outcome: Permit Authorized      Yes:       No:       Intl. \_\_\_\_\_

Permit number: \_\_\_\_\_

# ELLIS COUNTY MASS GATHERING CHECK OFF SHEET

Copy of Agreement Promoter/Property Owner:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____
Agreement between Promoter/Performer:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____
Sanitation/ Health Description and Agreements:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____
Law Enforcement Agreements	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____
Description of all preparations to provide Traffic Control plan outside and inside event.	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____
Description or statement ensuring that mass gathering will be conducted in an orderly manner.	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____
Description of all preparations being made to provide traffic control, to ensure that the mass gathering will be conducted in an orderly manner, and to protect the physical safety of the persons who attend the mass gathering	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____
Description of the preparations made to supervise minors who may attend the mass gathering.	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____
Medical (Ambulance stand-by) Agreements:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____
Fire/ Life Safety Description and Agreements:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____
Fire Department/ Suppression Agreement:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____
Minor Supervision:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____
Fire Works/ Pyro-technician Contract:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Intl. _____

# Texas Administrative Code

HEALTH SERVICES DEPARTMENT OF STATE HEALTH SERVICES GENERAL SANITATION

## TITLE 25 PART 1 CHAPTER 265 SUBCHAPTER A RULE §265.1

### HEALTH AND SANITATION FOR MASS GATHERINGS

#### General Provisions

- (a) Purpose. These sections are promulgated to establish reasonable minimum standards of health and sanitation applicable under conditions of mass gatherings, as defined in the Mass Gatherings Act, and to provide a means for county health officers to make methodical and uniform evaluations of the health and sanitation facilities and practices proposed by a promoter or a mass gathering
- (b) Severability. If any section or provision of these rules or the application of that section or provision to any person, situation, or circumstance is for any reason adjudged invalid, the adjudication does not affect any other section or provision of these rules or the application of the adjudicated section or provision to any other person, situation, or circumstance. The Department of Health Resources declared that it would have adopted the valid portions and application of these sections without the invalid part, and to this end the provisions of these sections are declared to be severable.
- (c) Conflict with other department rules. These rules and regulations are intended to be supplementary to existing statutes and other existing rules and regulations adopted by the Department of Health Resources. If a conflict between these rules and regulations and other existing rules and regulations adopted by the Department of Health Resources exists, the existing rules and regulations shall govern.

# **Texas Administrative Code**

HEALTH SERVICES  
DEPARTMENT OF STATE HEALTH SERVICES GENERAL SANITATION

## **TITLE 25 PART 1 CHAPTER 265 SUBCHAPTER A RULE § 265.2**

HEALTH AND SANITATION FOR MASS GATHERINGS

### **Information Required in Planning Material**

In addition to the information required for the issuance of a permit under the Mass Gatherings Act, planning material shall be submitted in such detail as to permit a comprehensive review by the county health officer to evaluate the extent of compliance with minimum standards listed in §265.3 of this title (relating to Minimum Standards).

# Texas Administrative Code

HEALTH SERVICES  
DEPARTMENT OF STATE HEALTH SERVICES GENERAL SANITATION

TITLE 25 PART 1 CHAPTER 265  
SUBCHAPTER A RULE §265.3

HEALTH AND SANITATION FOR MASS GATHERINGS

## Minimum Standards

### a) Water supply.

1. The quality of water to be supplied shall meet the approval of the county health officer, and on his request an evaluation of the supply may be made by the Department of Health Resources.
2. Water shall be provided at the rate of at least one pint per hour for each person present at the site.
3. Water shall be delivered to the dispensing points in such a manner as to preclude the possibility of contamination. All water conveyer facilities shall be cleaned and disinfected prior to being used and any containers used for water delivery shall be covered to prevent the entrance of dust, insects, or other contaminants.
4. A suitable water outlet or water container shall be provided for each 100 persons and be conveniently located for dispensing the water. If containers are utilized for water distribution, the containers shall be properly covered and provisions made for keeping the covers locked. A chlorine residual of at least 0.2 milligrams per liter shall be maintained at all times at each water distribution point.
5. The use of the common drinking cup is prohibited. At least one dispensable cup shall be provided for each person per hour of attendance.

### b. Toilet facilities.

1. Toilet facilities, separate for each sex and plainly marked "Men" and "Women," shall be provided at a rate of no more than 50 persons per toilet seat. Such facilities shall be designed to shield the occupants from public view.
2. Privies, if provided, shall be structurally sound and shall be designed to prevent access of flies to deposited excreta.
3. Portable type toilets, if provided, shall have waste therefrom collected at intervals of sufficient frequency to preclude overflow and the wastes therefrom shall be disposed of in a manner that does not create a health hazard or nuisance.

4. Handwashing and drying facilities shall be provided in the vicinity of each toilet building or location. Waste produced from such handwashing facilities shall be collected and disposed of either by holding tanks or subsurface absorption fields.
- c. Vector control. Sufficient equipment and chemicals shall be available to control insect vector problems in a manner approved by the county health officer.
  - d. Minimum area. An area of at least 50 square feet per person shall be provided at the premises.
  - e. Solid waste facilities.
    1. All solid waste shall be stored in suitable containers with tight fitting lids and such containers shall be conveniently located throughout the area.
    2. All solid waste shall be collected twice daily or at such more frequent intervals as may be necessary to maintain sanitary conditions at the site and be disposed of in a facility which has been approved by the county health officer.
  - f. Noise control. Amplifying equipment used shall be designed to control the noise level at the perimeter of the site on which the gathering shall take place and be so operated that at no time more than 70 decibels is registered on the "A" scale at slow response of a standard sound level meter which meets the specifications of the American National Standards Institute.
  - g. Food sanitation.
    1. All food and beverages sold or furnished shall be obtained from approved sources.
    2. Foods, while being stored, prepared, or served, shall be protected from contamination.
    3. All perishable food shall be stored at such temperatures as will protect against spoilage.
    4. All potentially hazardous food which consists in whole or in part of milk or milk products, eggs, meat, poultry, fish, and shellfish shall be maintained at safe temperatures (45 degrees Fahrenheit or below, or 140 degrees Fahrenheit or above).
    5. The washing and sanitizing of food equipment and utensils shall be in compliance with the requirements set forth in the State Sterilization Law, Texas Civil Statutes Article 4476-9.
    6. All food service personnel shall wear clean outer garments, maintain a high degree of personal cleanliness, and conform to hygienic practices while on duty. Handwashing facilities shall be provided.
  - h. Medical and nursing care.
    1. At least one emergency aid station for each 10,000 persons or fraction thereof shall be maintained and be clearly identifiable by a prominent sign during the entire time of the mass gathering.
    2. Each emergency aid station shall have on duty at all times at least two persons who have had, as a minimum, training in first aid either by the American Red Cross or as a medical corpsman in the armed services. One shall be in charge.
    3. Each emergency aid station shall be provided with the following equipment and supplies:

- A. a tent or other suitable temporary shelter shall be erected at a convenient location on the grounds of the mass gathering to house the emergency aid station.
- B. folding cots-six;
- C. blankets-eight
- D. chest or box (for supplies)-one;
- E. chairs-two;
- F. flashlights-two
- G. pail or plastic wastebasket-two;
- H. paper bags for waste-24;
- I. paper towels (roll or package)-four;
- J. pitcher (with cover)-two;
- K. tourniquet (rubber tubing)-three;
- L. adhesive bandages (assorted)-four dozen;
- M. adhesive tape, three inches and four inches-four rolls each size;
- N. bandages, two inches and four inches-12 rolls each size;
- O. triangular bandage, 40 inches-six;
- P. cotton balls (prepackaged)-400;
- Q. alcohol, isopropyl-two pints;
- R. scissors, blunt-one pair;
- S. snake bite kit-one;
- T. splints-six;
- U. bag mask resuscitator with oxygen supply-one;
- V. stretcher-one;
- W. thermometer, oral-two;

X. four inches by four inches cotton gauze squares - 100.

4. A written plan for the evacuation of sick or injured persons shall be provided and approved by the county health officer covering the following services and a copy of the plan shall be placed in a conspicuous place in the emergency aid station.

(A) name, location, and telephone number(s) of one or more available licensed physicians;

(B) name, location, and telephone number(s) of an available ambulance;

(C) name, location, and telephone number(s) of an available nearby hospital;

i. Final site cleanup. At the conclusion of a mass gathering, the site shall be inspected by the county health officer for health and sanitation considerations. The landowner, upon notification by the county health officer of the existence of any unsanitary conditions, shall immediately cause such conditions to be corrected.

Source Note: The provisions of this §265.3 adopted to be effective January 1, 1976.

# **Texas Administrative Code**

## **PUBLIC SAFETY AND CORRECTIONS TEXAS DEPARTMENT OF PUBLIC SAFETY ORGANIZATION AND ADMINISTRATION**

### **TITLE 37 PART 1 CHAPTER 1 SUBCHAPTER L RULE §1.161**

#### **PUBLIC SAFETY AT MASS GATHERINGS**

##### **Control of Admission to Spectators**

- a. All admission tickets sold or offered for sale by the promoter, or by others acting in his behalf, will be serially numbered or otherwise coded in such a manner so as to be able to determine the days of admission and the number of people that have been admitted at any given time. The promoter will advise the issuing officer at the time of the hearing on the application of the number of tickets known or believed to have been sold and the anticipated number to be sold.
- b. The promoter will certify to the sheriff or the issuing officer, upon request, the number of tickets known to have been sold at the time the request is made.
- c. The promoter will grant admission to spectators only on the presentation of a valid ticket to the event, and each spectator will be required to present an individual ticket. The promoter will retain all tickets so presented, and will make them available for inspection by the sheriff of the county in which the mass gathering is being held, or by any other peace officer, at any time during the period of time for which the permit is granted, and for 10 days thereafter.

Source Note: The provisions of this §1.161 adopted to be effective May 5, 1976, 1 TexReg 1254

# **Texas Administrative Code**

**PUBLIC SAFETY AND CORRECTIONS TEXAS DEPARTMENT OF PUBLIC SAFETY  
ORGANIZATION AND ADMINISTRATION**

**TITLE 37 PART I CHAPTER 1  
SUBCHAPTER L  
RULE §1.162**

**PUBLIC SAFETY AT MASS GATHERINGS**

## **Adequate Parking Space Required**

An adequate parking space shall be provided for the parking of vehicles. The parking area shall be deemed adequate if it meets the following requirements.

1. Provides a parking space large enough to accommodate one four-wheeled vehicle for each four tickets sold.
2. The parking area shall be well drained and the surface of such consistency so as to provide for easy entry and exit during any type of weather conditions.

Source Note: The provisions of this §1.162 adopted to be effective May 5, 1976, 1 TexReg 1254

# **Texas Administrative Code**

TEXAS DEPARTMENT OF PUBLIC SAFETY ORGANIZATION AND ADMINISTRATION

**TITLE 37 PART I CHAPTER I  
SUBCHAPTER L RULE §1.163**

**PUBLIC SAFETY AT MASS GATHERINGS**

## **Camping Area**

Any area provided by the promoter as a camping area for the benefit of paying spectators shall be separated from the entertainment area and the area provided for the parking of vehicles by a distance of at least 1,000 feet. No overnight camping will be permitted in the area designated for the parking of vehicles.

Source Note: The provisions of this §1.163 adopted to be effective May 5, 1976, 1 TexReg 1254

**Texas Administrative Code**  
TEXAS DEPARTMENT OF PUBLIC SAFETY ORGANIZATION AND ADMINISTRATION

**TITLE 37 PART 1 CHAPTER 1**  
**SUBCHAPTER L RULE §1.164**

**PUBLIC SAFETY AT MASS GATHERINGS**

**Adequate Lighting**

Provisions shall be made to light adequately the entire area provided for the occupancy of spectators. The required lighting shall be deemed adequate if it is sufficient to make clearly recognizable the features of any person within the area provided for the occupancy of spectators by an observer 50 feet from that person, and if the required illumination may be turned on by the operation of not more than two devices.

Source Note: The provisions of this §1.164 adopted to be effective May 5, 1976, 1 TexReg 1254

# **Texas Administrative Code**

**PUBLIC SAFETY AND CORRECTIONS TEXAS DEPARTMENT OF PUBLIC SAFETY  
ORGANIZATION AND ADMINISTRATION**

**TITLE 37 PART 1 CHAPTER 1  
SUBCHAPTER L RULE §1.165**

**PUBLIC SAFETY AT MASS GATHERINGS**

## **Access by Emergency Vehicles**

The promoter will at all times during the time for which the permit is issued maintain a clear and unobstructed access route through the area under his control for the use of emergency vehicles attempting to reach any platform, stage, bandstand, grandstand, or other seating facility, concession stand, or parking area.

Source Note: The provisions of this §1.165 adopted to be effective May 5, 1976, 1 TexReg 1254

# **Texas Administrative Code**

TEXAS DEPARTMENT OF PUBLIC SAFETY ORGANIZATION AND ADMINISTRATION

## **TITLE 37 PART 1 CHAPTER 1 SUBCHAPTER L RULE §1.166**

### **PUBLIC SAFETY AT MASS GATHERINGS**

#### **Access to Facility Without Undue Delay**

- a. The promoter will plan, construct or otherwise make provisions necessary to assure that spectators or others seeking admittance to the facility under his control at which the mass gathering is to be held may enter the facility without impeding the progress of those who follow to the extent that exit from any federal, state, or county highway giving access to the facility is delayed in any manner.
- b. This section is to be interpreted to mean that it is the responsibility of the promoter to expedite, by any necessary means, the flow of traffic into the facility he provides to the extent that persons seeking admission will not be delayed to the extent that their presence will interfere with the normal movement of traffic on adjacent public streets or highways.

Source Note: The provisions of this §1.166 adopted to be effective May 5, 1976, 1 TexReg 1254

# **Texas Administrative Code**

TEXAS DEPARTMENT OF PUBLIC SAFETY ORGANIZATION AND ADMINISTRATION

**TITLE 37 PART 1 CHAPTER 1  
SUBCHAPTER L RULE §1.167**

PUBLIC SAFETY AT MASS GATHERINGS

## **Construction of Public Facilities**

Any platform, bandstand, stage, grandstand, or other facility upon which people may assemble to make music, dance, or otherwise entertain or sit or stand as spectators shall be constructed in such a manner as to safely support the weight of the maximum number of people who are able to assemble thereon.

Source Note: The provisions of this §1.167 adopted to be effective May 5, 1976, 1 TexReg 1254

# **Texas Administrative Code**

TEXAS DEPARTMENT OF PUBLIC SAFETY ORGANIZATION AND ADMINISTRATION

**TITLE 37 PART I CHAPTER 1  
SUBCHAPTER L RULE §1.168**

**PUBLIC SAFETY AT MASS GATHERINGS**

## **Preservation of Order**

The promoter will be responsible for and will be held accountable for preserving order within the confines of the area designated in the permit application.

Source Note: The provisions of this §1.168 adopted to be effective May 5, 1976, 1 TexReg 1254

# **Texas Administrative Code**

**PUBLIC SAFETY AND CORRECTIONS TEXAS DEPARTMENT OF PUBLIC SAFETY  
ORGANIZATION AND ADMINISTRATION**

**PUBLIC SAFETY AT MASS GATHERINGS**

**TITLE 37 PART 1 CHAPTER 1  
SUBCHAPTER L RULE §1.169**

## **Promoter to Be Available at All Times**

The promoter or a representative designated by him in his permit application will be present and available on the grounds at all times during the period for which the permit is issued and until all those in attendance have departed the area. The permit application shall specify a location on the grounds at which the promoter or his designated representative may be located within undue delay.

Source Note: The provisions of this §1.169 adopted to be effective May 5, 1976, 1 TexReg 1254

**HEALTH AND SAFETY CODE**  
**TITLE 9. SAFETY**  
**SUBTITLE A. PUBLIC SAFETY**  
**CHAPTER 751. MASS GATHERINGS**

**Sec. 751.001. SHORT TITLE.** This chapter may be cited as the Texas Mass Gatherings Act.  
Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Sec. 751.002.

**DEFINITIONS.**

In this chapter:

- (1) "Mass gathering" means a gathering:
  - (A) that is held outside the limits of a municipality;
  - (B) that attracts or is expected to attract:
    - (i) more than 2,500 persons; or
    - (ii) more than 500 persons, if 51 percent or more of those persons may reasonably be expected to be younger than 21 years of age and it is planned or may reasonably be expected that alcoholic beverages will be sold, served, or consumed at or around the gathering; and
  - (C) at which the persons will remain:
    - (i) for more than five continuous hours; or
    - (ii) for any amount of time during the period beginning at 10 p.m. and ending at 4 a.m.
- (2) "Person" means an individual, group of individuals, firm, corporation, partnership, or association.
- (3) "Promote" includes organize, manage, finance, or hold.
- (4) "Promoter" means a person who promotes a mass gathering.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 553, Sec. 1, eff. June 18, 1999. Amended by: Acts 2005, 79th Leg., Ch., Sec. 1, eff. June 17, 2005.

**Sec. 751.003. PERMIT REQUIREMENT.** A person may not promote a mass gathering without a permit issued under this chapter.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

**Sec. 751.004. APPLICATION PROCEDURE.**

(a) At least 45 days before the date on which a mass gathering will be held, the promoter shall file a permit application with the county judge of the county in which the mass gathering will be held.

(b) The application must include:

- (1) the promoter's name and address;
  - (2) a financial statement that reflects the funds being supplied to finance the mass gathering and each person supplying the funds;
  - (3) the name and address of the owner of the property on which the mass gathering will be held;
  - (4) a certified copy of the agreement between the promoter and the property owner;
  - (5) the location and a description of the property on which the mass gathering will be held;
  - (6) the dates and times that the mass gathering will be held;
  - (7) the maximum number of persons the promoter will allow to attend the mass gathering and the plan the promoter intends to use to limit attendance to that number;
  - (8) the name and address of each performer who has agreed to appear at the mass gathering and the name and address of each performer's agent; performer;
  - (9) a description of each agreement between the promoter and a
  - (10) a description of each step the promoter has taken to ensure that minimum standards of sanitation and health will be maintained during the mass gathering;
  - (11) a description of all preparations being made to provide traffic control, to ensure that the mass gathering will be conducted in an orderly manner, and to protect the physical safety of the persons who attend the mass gathering;
  - (12) a description of the preparations made to provide adequate medical and nursing care; and
  - (13) a description of the preparations made to supervise minors who may attend the mass gathering.
- Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

#### **Sec. 751.005. INVESTIGATION.**

- (a) After a permit application is filed with the county judge, the county judge shall send a copy of the application to the county health authority, the county fire marshal or the person designated under Subsection (c), and the sheriff.
- (b) The county health authority shall inquire into preparations for the mass gathering. At least five days before the date on which the hearing prescribed by Section 751.006 is held, the county health authority shall submit to the county judge a report stating whether the health authority believes that the minimum standards of health and sanitation prescribed by state and local laws, rules, and orders will be maintained.
- (c) The county fire marshal shall investigate preparations for the mass gathering. If there is no county fire marshal in that county, the commissioners court shall designate a person to act under this section. At least five days before the date on which the hearing prescribed by Section 751.006 is held, the county fire marshal or the commissioners court designee shall submit to the county judge a report stating whether the fire marshal or designee believes that the minimum standards for ensuring public fire safety and order as prescribed by state and local laws, rules, and orders will be maintained.
- (d) The sheriff shall investigate preparations for the mass gathering. At least five days before the date on which the hearing prescribed by Section 751.006 is held, the sheriff shall submit to the county judge a

report stating whether the sheriff believes that the minimum standards for ensuring public safety and order that are prescribed by state and local laws, rules, and orders will be maintained.

(e) The county judge may conduct any additional investigation that the judge considers necessary.

(f) The county health authority, county fire marshal or commissioners court designee, and sheriff shall be available at the hearing prescribed by Section 751.006 to give testimony relating to their reports.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 553, Sec. 2, eff. June 18, 1999.

#### **Sec. 751.0055. DELEGATION OF DUTIES OF COUNTY JUDGE.**

(a) The county judge of a county may file an order with the commissioners' court of the county delegating to another county officer the duty to hear applications for a permit under this chapter. The order may provide for allowing the county officer to revoke a permit under Section 751.008.

(b) An order of a county officer acting under the delegated authority of the county judge in regard to a permit has the same effect as an order of the county judge.

(c) During the period in which the order is in effect, the county judge may withdraw the authority delegated in relation to an application and the county judge may hear the application.

(d) The county judge may at any time revoke an order delegating duties under this section.

Added by Acts 2001, 77th Leg., ch. 1, Sec. 1, effective March 26, 2001

#### **Sec. 751.006. HEARING.**

(a) Not later than the 10th day before the date on which a mass gathering will begin, the county judge shall hold a hearing on the application. The county judge shall set the date and time of the hearing.

(b) Notice of the time and place of the hearing shall be given to the promoter and to each person who has an interest in whether the permit is granted or denied.

(c) At the hearing, any person may appear and testify for or against granting the permit.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

#### **Sec. 751.007. FINDINGS AND DECISION OF COUNTY JUDGE.**

(a) After the completion of the hearing prescribed by Section 751.006, the county judge shall enter his findings in the record and shall either grant or deny the permit.

(b) The county judge may deny the permit if he finds that:

(1) the application contains false or misleading information or omits required information;

(2) the promoter's financial backing is insufficient to ensure that the mass gathering will be conducted in the manner stated in the application;

(3) the location selected for the mass gathering is inadequate for the purpose for which it will be used;

- (4) the promoter has not made adequate preparations to limit the number of persons attending the mass gathering or to provide adequate supervision for minors attending the mass gathering;
- (5) the promoter does not have assurance that scheduled performers will appear;
- (6) the preparations for the mass gathering do not ensure that minimum standards of sanitation and health will be maintained;
- (7) the preparations for the mass gathering do not ensure that the mass gathering will be conducted in an orderly manner and that the physical safety of persons attending will be protected;
- (8) adequate arrangements for traffic control have not been provided;        or
- (9) adequate medical and nursing care will not be available. Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

**Sec. 751.008. PERMIT REVOCATION.**

- (a) The county judge may revoke a permit issued under this chapter if the county judge finds that preparations for the mass gathering will not be completed by the time the mass gathering will begin or that the permit was obtained by fraud or misrepresentation.
- (b) The county judge must give notice to the promoter that the permit will be revoked at least 24 hours before the revocation. If requested by the promoter, the county judge shall hold a hearing on the revocation. Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

**Sec. 751.009. APPEAL.** A promoter or a person affected by the granting, denying, or revoking of a permit may appeal that action to a district court having jurisdiction in the county in which the mass gathering will be held.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2001, 77th Leg., ch. 1, Sec. 2, eff. March 26, 2001.

**Sec. 751.010. RULES.**

- (a) After notice and a public hearing, the Texas Board of Health shall adopt rules relating to minimum standards of health and sanitation to be maintained at mass gatherings.
- (b) After notice and a public hearing, the Department of Public Safety shall adopt rules relating to minimum standards that must be maintained at a mass gathering to protect public safety and maintain order.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

**Sec. 751.011. CRIMINAL PENALTY.**

the person violates Section 751.003.

(a) A person commits an offense if

(b) An offense under this section is a misdemeanor punishable by a fine of not more than \$1,000, confinement in the county jail for not more than 90 days, or both. Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

**Sec. 751.012. INSPECTIONS.**

(a) The county health authority may inspect a mass gathering during the mass gathering to ensure that the minimum standards of health and sanitation prescribed by state and local laws, rules, and orders are being maintained. If the county health authority determines a violation of the minimum standards is occurring, the health authority may order the promoter of the mass gathering to correct the violation.

(b) The county fire marshal or the person designated under Section 751.005(c) may inspect a mass gathering during the mass gathering to ensure that the minimum standards for ensuring public fire safety and order as prescribed by state and local laws, rules, and orders are being maintained. If the marshal or commissioners court designee determines a violation of the minimum standards is occurring, the marshal or designee may order the promoter of the mass gathering to correct the violation.

(c) The sheriff may inspect a mass gathering during the mass gathering to ensure that the minimum standards for ensuring public safety and order prescribed by state and local laws, rules, and orders are being maintained. If the sheriff determines a violation of the minimum standards is occurring, the sheriff may order the promoter of the mass gathering to correct the violation.

(d) A promoter who fails to comply with an order issued under this section commits an offense. An offense under this section is a Class C misdemeanor.

Added by Acts 1999, 76th Leg., ch. 553, Sec. 3, eff. June 18, 1999.

**Sec. 751.013. INSPECTION FEES.**

(a) A commissioners court may establish and collect a fee for an inspection performed under Section 751.012. The fee may not exceed the amount necessary to defray the costs of performing the inspections. The fee shall be deposited into the general fund of the county.

(b) A commissioners court may use money collected under this section to reimburse the county department or, if a state agency performs the inspection on behalf of the county, the state agency, the cost of performing the inspection.

Added by Acts 1999, 76th Leg., ch. 553, Sec. 3, eff. June 18, 1999.

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
CITY OF VENUS**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Venus, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

- WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and
- WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and
- WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and
- WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and
- WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and
- WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and
- WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and
- WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 19, 2018 through May 9, 2018** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period. Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - B. Ordering Optical Scan Ballots and Flashcard for the AutoMark.
  - C. Pick-Up of equipment from the Elections Administrator's Office.
  - D. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately





21. This agreement replaces all other agreements or contracts, if any, by and between the Parties hereto as they pertain to lease of voting machines.

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas:

Lessee:

\_\_\_\_\_  
Carol Bush  
Ellis County Judge

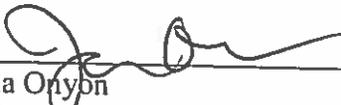
By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

  
\_\_\_\_\_  
Jana Onyon  
Ellis County Elections Administrator

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signed Agreement and payment for lease shall be mailed to:

Ellis County Elections

Attn: Jana Onyon

204 E Jefferson Street

Waxahachie, TX 75165

Check made payable to: "Ellis County Treasurer" with the note "for election lease" included with check documentation.

# Master Agreement Other Post Employment Benefits (OPEB) Actuarial Valuations

Pursuant to the award of RFP NCT-2017-02 (Other Post Employment Benefits (OPEB) Actuarial Valuations) by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which

\_\_\_\_\_ hereinafter referred to as 'CONTRACTING GOVERNMENT' has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as "GRS" to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal (RFP # NCT-2017-02) issued by NCTCOG on January 4, 2017 and our contract with NCTCOG, we have agreed to establish this "master agreement" defining the general terms and conditions for all work performed for the CONTRACTING GOVERNMENT.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the required fees. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

- A. **Tax Exempt Entities.** CONTRACTING GOVERNMENT is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- B. **Role of NCTCOG.** NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.
- C. **Aggregate Information.** GRS agrees to supply the CONTRACTING GOVERNMENT with the specified results from the valuations and to aggregate that information with that of other governments for the purpose of benchmarking.
- D. **Fees.** GRS agrees to follow the attached pricing schedule ("Attachment A") for pricing of its services. Fees are subject to inflation adjustments starting in January of 2019. The fees associated with each valuation cycle will be provided in a separate engagement letter.
- E. **Review of Charges.** CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.



- F. **Termination.** Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorate fees incurred to the date the termination notice is received and actuary will cease any in progress work unless specific stopping points are provided in the letter.
- G. **Work Product.** The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted, but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of Texas and the contracting jurisdiction.
- H. **Independent Contractor.** All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship.
- I. **Term.** The term of this master agreement will be governed by the afore referenced NCTCOG RFP and will expire on June 30, 2023.
- J. **Complete Agreement.** This agreement combined with the specific engagement letter and as clarified by the RFP and Proposal set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.
- K. **Indemnification.** GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend CONTRACTING GOVERNMENT, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.
- L. **Force Majeure.** A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.

M. Professional Standards. GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

GABRIEL, ROEDER, SMITH & CO.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTING GOVERNMENT

By \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



## ATTACHMENT A

### Pricing Schedule – Calendar Years 2017 and 2018

<b>Plan Basic Services</b>			
	<b>Governments by Total OPEB Participants (Actives and Retirees)</b>	<b>Annual</b>	<b>Biennial</b>
P1	Less than 100	\$7,200	\$9,400
P2	Between 100 to 199	\$7,200	\$9,400
P3	Between 200 and 499	\$7,900	\$10,200
P4	Between 500 and 999	\$9,400	\$11,800
P5	Between 1,000 and 2,499	\$10,700	\$13,200
P6	Between 2,500 and 4,999	\$11,600	\$14,200
P7	Between 5,000 and 7,500	\$14,700	\$17,400
P8	Greater than 7,500	\$17,800	\$20,600
	<b>Plan Features Resulting in Additional Cost (Discount) to Basic Services</b>	<b>Annual</b>	<b>Biennial</b>
P9	Self-Insured Healthcare Plans	\$2,100	\$2,100
P10	Cost per additional healthcare plan option (high deductible, HMO, PPO etc.)	\$600	\$600
P11	Cost per additional retirement plan covered by the same OPEB plan	\$1,700	\$1,700
P12	Implicit subsidy only plans	-\$2,000	-\$2,000
P13	Plan change not previously valued (Basic)*	\$1,300	\$1,300
P14	Plan change not previously valued (Non-Basic)*	To be quoted	To be quoted
P15	OPEB Trust or Equivalent Arrangement	\$500	\$1,250
P16	Single Discount Rate Test	\$1,000	\$1,000
P17	Data Processing Charge**	To be quoted	To be quoted

\* The impact of plan changes which are deemed significant need to be measured under GASB 74/75. A Basic or Non-Basic fee will apply anytime a plan change impact needs to be separately measured. No fee will apply if GRS has already measured the impact of the plan change.

\*\* GRS fees are based on receiving census and claims data in the requested format. If data is provided in a different format or in multiple files, GRS will discuss an "out-side of scope" data fee charge with the Client before proceeding with the valuation.

	<b>Optional Services</b>	
O1	Updating actuarial valuations to the measurement date	\$1,500
O2	Upgrade roll-forward to full valuation	\$3,300
O3	Plan only reporting package for separately issued financial statements	\$800
O4	Cost Sharing schedules for primary government and component units	To be quoted
O5	Pricing valuation for OPEB plan changes (Basic)	\$1,300
O6	Pricing valuation for OPEB plan changes (Non-Basic)	To be quoted
O7	Experience Study	To be quoted
	Consulting on active health plans:	
O8	Pricing of premiums for self-insured health plans	To be quoted
O9	Cost trend analysis	To be quoted
O10	Hourly rate for additional services-responsible actuary	\$330
O11	Hourly rate for other actuarial staff	\$215
O12	Hourly rate for additional services-support staff	\$185
O13	In person meeting/presentation-per meeting*	\$1,300
O14	Calculation of an Actuarially Determined Contribution	To be quoted
O15	Money-weighted rate of return	\$500
O16	Initial GASB 75 report based on roll-forward of a previously completed GRS GASB 45 Valuation	\$2,500
O17	Initial GASB 74/75 report based on Roll-forward of a previously completed GRS GASB 45 Valuation**	\$4,000

\*Fee for in-person meeting/presentation does not include travel expenses. Fees for travel outside the Dallas/Fort Worth metroplex will be the responsibility of the employer.

\*\*Fee will be reduced by \$1,000 if a Blended Discount Rate test is not needed.

#### PRICING ASSUMPTIONS

- Pricing assumes that all participating entities offer basic vision and dental and life insurance to employees and retirees
- Pricing assumes for annual valuations: 50% paid upon initiation of the work and 50% upon receipt of the draft report. For biennial valuations 30% upon initiation of the work, 40% upon delivery of the draft valuation and 30% upon delivery in the second year of the rolled forward report.
- Number of OPEB participants will be determined as of the date the valuation is performed.
- Pricing will be held constant until January 2019 (approximately one and half years after contract award) and then be adjusted in relation to the Consumer Price Index-All Urban Consumers annually for each of the remaining six years. Starting in January 2019, the fees increase based on the November over November increase to the CPI-U. For example, the fees for 2019 would be increased by the change in the CPI-U from November 2017 to November 2018. Annual fee increases must be approved by the NCTCOG, and the NCTCOG has the right to limit the CPI related fee increase in any year. Once an annual or biennial valuation fee is agree to, CPI related fee increases would not impact the valuation fee for that particular valuation cycle. CPI related fee increases would apply to the next valuation cycle.



February 28, 2018

Ms. Miykael Reeve, CGFO  
 County Auditor  
 Ellis County  
 101 West Main Street  
 Waxahachie, TX 75165

**Re: Engagement Letter for December 31, 2017 OPEB Valuation and GASB 74/75 Valuation Reports for fiscal years ending 2018 and 2019**

Dear Ms. Reeve,

You have requested a pricing quote for a GASB 75 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

Based on the information you provided, the cost of services for Ellis County is \$10,200. This price is based on receiving data in the standard GRS format and using the following assumptions:

Pricing Category	Pricing Parameters	Fee
Annual or Biennial	Biennial	
Number of Participants	200 - 499	\$10,200
Claims Analysis Required	No	\$0
Health Plans	1. BCBS	\$0
Retirement Plans	1. TCDRS	\$0
Implicit Subsidy Only Discount	Not Eligible	\$0
Plan Change Not Previously Valued	No	N/A
OPEB Trust or Equivalent Arrangement	No	N/A
Single Discount Rate Test	No	\$0
Plan Only Reporting Package	No	\$0
Cost Sharing Schedules for Primary Government and Component Units	No	\$0
Calculation of an Actuarially Determined Contribution	No	\$0
<b>Total</b>		<b>\$10,200</b>

**Basic Services**

- Actuarial valuation of employer OPEB in compliance with the requirements of GASB Statements No. 74 and No. 75. The valuation report will include, but is not limited to, the following:
  - > The updated Total OPEB Liability, based on the appropriate discount rate for the reporting period.
  - > A reconciliation of the Total OPEB Liability, which shows, among other items, the impact of benefit changes, assumption changes, and demographic gains/losses separately.
  - > The OPEB expense and supplementary information required by GASB 75.
  - > The characteristics of covered active members, retirees, and beneficiaries and other information required for the note disclosures.
  - > A statement of outflows and inflows arising from the current reporting period.
  - > A statement of outflows and inflows to be recognized in future OPEB expense.
  - > A sensitivity analysis providing the Total OPEB Liability based on a 1% higher and 1% lower discount rate.
  - > A sensitivity analysis providing the Total OPEB Liability based on a 1% higher and 1% lower health care trend assumption.

**Billing Schedule**

GRS pricing assumes 30% paid upon acceptance by the government of the engagement, 40% upon delivery of the draft valuation, and 30% upon delivery in the second year of the rolled forward report.

The Master Agreement allows for automatic fee increases based on changes in the Consumer Price Index (CPI), starting in January of 2019. However, the fees provided in this engagement letter will not change based on the annual updates to the overall pricing schedule. Any CPI related increases will only apply to the next valuation cycle.

**Basic Options Study**

It is anticipated that Ellis County may want to consider options for mitigating its OPEB liability. Basic Options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, and changes in retiree cost sharing. The cost for a basic Options study will be \$1,300 per study.

Fees for plan redesign studies that are not considered basic will be communicated after the specifics of the proposed plan changes are discussed.

**Additional Services**

Fees for additional consulting services not included under Basic Services or included in the fixed fee Options studies will be priced separately upon request and will be based on the following hourly rates:

<u>GRS Resource Classification</u>	<u>Hourly Rates</u>
Lead Actuary	\$330
Actuarial Staff	\$215
Support Staff	\$185

A copy of this engagement letter will be made a part of the master agreement between Ellis County and GRS.

ELLIS COUNTY, TX

\_\_\_\_\_

\_\_\_\_\_

Date

GABRIEL, ROEDER, SMITH & COMPANY

*Mehdi Riazi*

\_\_\_\_\_  
Mehdi Riazi, Consultant

2/28/2018

\_\_\_\_\_  
Date

## MASTER INTERLOCAL PURCHASING AGREEMENT

**THIS MASTER INTERLOCAL AGREEMENT** (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and \_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at \_\_\_\_\_

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on \_\_\_\_\_ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

**NOW, THEREFORE**, NCTCOG and the Participant do hereby agree as follows:

### ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

### ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the North Texas SHARE program. Participant will access the Program through [www.NorthTexasSHARE.org](http://www.NorthTexasSHARE.org). All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.

**ARTICLE 3: PAYMENTS**

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

**ARTICLE 4: PERFORMANCE PERIOD**

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

**ARTICLE 5: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

**ARTICLE 6: TERMINATION PROCEDURES**

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

**ARTICLE 7: APPLICABLE LAWS**

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

**ARTICLE 8: DISPUTE RESOLUTION**

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

**ARTICLE 9: MISCELLANEOUS**

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

For NCTCOG Use Only  ILA No: _____
--

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

**North Central Texas Council of Governments**  
 North Texas SHARE  
 616 Six Flags Drive, Arlington, Texas 76011

\_\_\_\_\_  
 NCTCOG Executive Director or Designee

\_\_\_\_\_  
 Signature of Executive Director or Designee

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Participant Agency

\_\_\_\_\_  
 Mailing Address

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Name and Title of Authorized Official or Designee

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

## BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into by and between GABRIEL, ROEDER, SMITH & COMPANY, a Michigan corporation ("GRS") and Ellis County, Texas (the "Plan") (together, the "Parties"), effective as provided below.

### RECITALS

WHEREAS, the Plan is a "covered entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) ("HIPAA") and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"; HIPAA and the HITECH Act are collectively referred to in this Agreement as "HIPAA/HITECH"); and

WHEREAS, GRS has entered into an agreement with Ellis County, Texas acting on behalf of the Plan, to provide certain consulting and/or actuarial services in connection with the Plan (the "Service Agreement"); and

WHEREAS, HIPAA/HITECH requires covered entities such as the Plan to obtain and document satisfactory assurances from "business associates" (as defined therein) regarding appropriate safeguarding of certain "protected health information" (as defined therein) received or created by the business associate (a "BA Agreement"); and

WHEREAS, GRS, in the performance of its services in connection with the Plan, is a "business associate" within the meaning of HIPAA/HITECH; and

WHEREAS, the Parties desire to enter into an agreement intended to satisfy the BA Agreement requirement as and to the extent such requirement may be applicable.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained, the Parties agree as follows:

### AGREEMENT

#### *1. Definitions*

Capitalized terms not expressly defined in this Agreement shall have the meanings as defined in HIPAA/HITECH. For purposes of this Agreement:

- (a) "*Data Aggregation*" shall have the same meaning as the term "data aggregation" in 45 CFR 164.501.
- (b) "*Designated Record Set*" shall have the same meaning as the term "designated record set" in 45 CFR 164.501 in respect of the Plan.
- (c) "*Effective Date*" shall have the meaning as set forth in Section 5(a) of this Agreement.
- (d) "*Individual*" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

- (e) **“Plan Administrator”** shall mean the person(s) or office(s) with the discretionary authority to act on behalf of the Plan on matters relating to HIPAA/HITECH and this Agreement.
- (f) **“HIPAA/HITECH”** shall have the meaning as set forth in the RECITALS portion of this Agreement.
- (g) **“Protected Health Information”** shall have the same meaning as the term “protected health information” in 45 CFR 160.103, but limited to the information received or created by GRS from or on behalf of the Plan.
- (h) **“Required by Law”** shall have the same meaning as the term “required by law” in 45 CFR 164.103, to the extent not preempted by Federal law.
- (i) **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his designee.
- (j) **“Service Agreement”** shall have the meaning as set forth in the RECITALS portion of this Agreement.
- (k) **“Significant Breach”** shall mean a pattern of activity or practice that constitutes a material breach or violation of this Agreement in the written opinion of legal counsel for the Plan. For purposes hereof, a “pattern of activity or practice” shall consist of at least three (3) discrete acts and/or omissions within a period of not more than 180 consecutive days.

## 2. **Obligations of GRS**

GRS agrees to:

- (a) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law;
- (b) use appropriate safeguards and comply, where applicable, with the Security Standards for the Protection of Electronic Protected Health Information set forth in 45 CFR Part 164, Subpart C with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (c) report to the Plan Administrator any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required by 45 CFR 164.410;
- (d) in accordance with 45 CFR 164.502(e)(1)(ii), ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of GRS agrees to the same restrictions and conditions that apply through this Agreement to GRS with respect to such information; provided that the Plan shall not have any right to disapprove any subcontractors of GRS or to review any agreements with such subcontractors, except to the extent specifically provided herein or in the Service Agreement;

- (e) provide, in a commercially reasonable time and manner, access to Protected Health Information to the Plan Administrator to the extent necessary to meet the requirements under 45 CFR 164.524, provided that (i) such access shall be provided only to the extent such Protected Health Information is in the possession of GRS and maintained in a Designated Record Set and (ii) the Plan shall reimburse to GRS any of the following costs incurred in providing such access:
  - (i) copying (including the cost of supplies and labor);
  - (ii) postage; and
  - (iii) preparation of an explanation or summary of the Protected Health Information;
- (f) make, in a commercially reasonable time and manner, any amendment(s) to Protected Health Information that the Plan Administrator directs or agrees to pursuant to 45 CFR 164.526, provided that such amendment(s) shall be made only to the extent such Protected Health Information is in the possession of GRS and maintained in a Designated Record Set;
- (g) make available to the Plan Administrator, in a commercially reasonable time and manner, information in the possession of GRS as and to the extent required for the Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528;
- (h) to the extent GRS is to carry out the Plan's obligations regarding Privacy of Individual Identifiable Health Information set forth in 45 CFR Part 164, Subpart E (the "Privacy Requirements"), comply with the Privacy Requirements that apply to the Plan in GRS' performance of such obligations; and
- (i) make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Plan, or created or received by GRS on behalf of the Plan, available to the Secretary for purposes of the Secretary determining the Plan's compliance with the Privacy Requirements.

**3. *Permitted Uses and Disclosures by GRS***

- (a) General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, GRS may use or disclose Protected Health Information to perform its duties, functions, activities, or services for, or on behalf of, the Plan, provided that such use or disclosure would not violate (i) HIPAA/HITECH if done by the Plan or (ii) the minimum necessary policies and procedures of the Plan as and to the extent intended to comply with HIPAA/HITECH and communicated by the Plan Administrator to GRS.
- (b) Specific Use and Disclosure Provisions.
  - (i) GRS may use Protected Health Information for the proper management and administration of GRS or to carry out the legal responsibilities of GRS.
  - (ii) Except as otherwise restricted by this Agreement, GRS may disclose Protected Health Information for the proper management and administration of GRS or to carry out the legal responsibilities of GRS, provided that:
    - (A) disclosures are Required By Law, or

- (B) GRS obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies GRS of any instances of which it is aware in which the confidentiality of the information has been breached.
- (iii) Except as otherwise limited in this Agreement, GRS may use Protected Health Information to provide Data Aggregation services as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (iv) GRS may use or disclose Protected Health Information to report violations of law to appropriate Federal and/or State authorities, consistent with 45 CFR 164.502(j).
- (v) Except as otherwise limited in this Agreement, GRS may disclose Protected Health Information to other "business associates" (within the meaning of HIPAA/HITECH) of the Plan (i) as directed by the Plan Administrator or (ii) to perform its duties under the Service Agreement. Notwithstanding any provision hereof or any other prior agreement by the Parties, it shall be the Plan's sole responsibility (and not GRS's responsibility) to ensure that the Plan has entered into appropriate business associate agreements with (or has obtained similar written assurances from) its business associates.
- (vi) Except as otherwise limited in this Agreement, GRS may disclose Protected Health Information to the Plan's sponsoring employer(s) as directed by the Plan Administrator; provided that the Plan Administrator shall include in such direction the specific person(s) or official(s) to whom such disclosure shall be made. Notwithstanding any provision hereof or any other prior agreement by the Parties, it shall be the Plan's sole responsibility (and not GRS's responsibility) to ensure that the Plan has, in its official plan document, an appropriate provision regarding disclosures of Protected Health Information to any sponsoring employer of the Plan.

#### **4. *Obligations of the Plan and Plan Administrator***

- (a) General. Except as otherwise specifically provided under this Agreement, the Plan shall not request or permit GRS to (and shall not cause the Plan Administrator to request or permit GRS to) use or disclose Protected Health Information in any manner that may not be permissible under HIPAA/HITECH if done by the Plan.
- (b) Notification of Privacy Practices and Restrictions. The Plan shall cause the Plan Administrator to promptly notify GRS of:
  - (i) the name or office of each person authorized to act as the Plan Administrator for purposes of this Agreement, and any changes thereto;
  - (ii) any limitation(s) in the Plan's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect GRS's use or disclosure of Protected Health Information;

- (iii) any changes in, or revocation of, permission by an Individual regarding use or disclosure of Protected Health Information relating to that Individual, to the extent that such changes may affect GRS's use or disclosure of Protected Health Information;
- (iv) any restriction to the use or disclosure of Protected Health Information that the Plan has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect GRS's use or disclosure of Protected Health Information; and
- (v) any policies and procedures of the Plan to the extent that such policies or procedures may affect GRS' use or disclosure of Protected Health Information.

## 5. *Term and Termination*

- (a) Term. The term of this Agreement shall be for a period commencing as of the later of (i) August 23, 2017 or (ii) the first date as of which HIPAA/HITECH applies to the Plan (the "Effective Date"), and ending when all of the Protected Health Information provided by the Plan to GRS, or created or received by GRS on behalf of the Plan, is destroyed, returned to the Plan or further protected in accordance with the termination provisions in this Section 5.
- (b) Termination for Cause. Upon the Plan Administrator's knowledge of a Significant Breach of GRS's obligation under this Agreement and subject to Section 5(c) hereof, the Plan Administrator may commence termination of this Agreement by providing a notice of termination to GRS. Notwithstanding the foregoing, this Agreement shall be considered to have been terminated pursuant to this Section 5(b) only if, prior to such notice of termination:
  - (i) the Plan Administrator shall have given to GRS written notice describing with specificity the Significant Breach;
  - (ii) a period of 60 days from and after the giving of such notice shall have elapsed without GRS's having substantially cured or remedied such reason for termination during such 60-day period, unless such reason for termination cannot be substantially cured or remedied within 60 days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed 60 days), provided that GRS has made and continues to make a diligent effort to effect such remedy or cure; and
  - (iii) a final determination shall have been made by the Plan Administrator that the Significant Breach persists, following a meeting at which GRS shall be entitled to appear and contest the determination.
- (c) Condition Precedent. Upon receipt of a notice of termination pursuant to Section 5(b) hereof, or for termination of this Agreement for any other reason, GRS shall return or destroy all Protected Health Information received from the Plan, or created or received by GRS on behalf of the Plan, that GRS still maintains in any form, and shall retain no copies of such information, except that if GRS determines that such return or destruction is not feasible, GRS shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible.

- (d) Report to Secretary of HHS. If, in the reasonable determination of the Plan Administrator, termination of the Agreement pursuant to Section 5(b) hereof is not feasible, the Plan Administrator shall report the Significant Breach to the Secretary.

6. *Other Provisions*

- (a) Separate from Service Agreement. Notwithstanding anything herein to the contrary, this Agreement shall not be construed, and is not intended, to be a part of any Service Agreement or to otherwise impose on GRS any duties, responsibilities, obligation whatsoever in respect of the administration of the Plan, including any duties, responsibilities or obligation of the Plan pursuant to HIPAA/HITECH.
- (b) No Liability. To the fullest extent permitted by law, GRS shall be under no liability for any use or disclosure made in accordance with the directions of the Plan Administrator or other Plan representatives.
- (c) No Duty to Question. Notwithstanding anything herein to the contrary, GRS shall not be under any duty to question any directions received from the Plan Administrator, nor to review in any respect the manner in which any fiduciary of the Plan exercises its authority and discharges its duties with respect to the Plan.
- (d) Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of HIPAA/HITECH.
- (e) Ambiguities. Any ambiguity in this Agreement shall be resolved in a manner that is consistent with the applicable requirements under HIPAA/HITECH.
- (f) Notice. Any notice required to be given hereunder shall be in writing and delivered by hand or sent by facsimile, registered or certified mail, return receipt requested, or by air courier, to the address (or fax number) cited in the signature block of this Agreement or to such other address (or fax number) as shall be specified by like notice by either Party, and shall be deemed given only when received.
- (g) Headings. The title, headings, and subheadings of this Agreement are solely for the convenience of the Parties and do not affect the meaning or interpretation of any provision of this Agreement.
- (h) Governing Law. Except to the extent preempted by Federal law, this Agreement shall be governed by and enforceable in accordance with the laws of the State of Michigan without giving effect to the principles of conflict of laws thereof.
- (i) Arbitration. Any controversy or claim arising out of this Agreement, or the breach or violation thereof, shall be settled by binding arbitration in the City of Southfield, Michigan, in accordance with the rules then obtaining of the American Arbitration Association, and the arbitrator's decision shall be binding and final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
- (j) Entire Agreement. This Agreement contains the entire understanding between the Plan and GRS with respect to the subject matter hereof and, except as specifically provided herein, cancels and supersedes any and all other agreements between the Plan and GRS with respect to the subject matter hereof. Any amendment or modification of this Agreement shall not be binding unless in writing and signed by both the Plan and GRS.

- (k) Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and conditions of this Agreement shall be unaffected and shall remain in full force and effect, and any such determination of invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.
- (l) No Benefit to Others. The representations, covenants and agreements contained in this Agreement are for the sole benefit of the Parties, and they shall not be construed as conferring, and are not intended to confer, any rights on any other persons.
- (m) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Business Associate Agreement, effective as of the Effective Date.

ELLIS COUNTY, TEXAS

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Fax Number: \_\_\_\_\_

GABRIEL, ROEDER, SMITH & COMPANY

Date: February 2, 2018

By:  \_\_\_\_\_

Name: Christine Scheer

Title: Corporate Secretary

Address: One Towne Square, Suite 800

Southfield, Michigan 48076

Fax Number: (248) 799-9020

## Miykael Reeve

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**From:** Mehdi.Riazi@grsconsulting.com  
**Sent:** Wednesday, February 28, 2018 10:04 AM  
**To:** miykael.reeve@co.ellis.tx.us  
**Subject:** Ellis County, TX - GASB 75 Contracts and Engagement Letter  
**Attachments:** GRS MASTER AGREEMENT GASB 74&75.pdf; Ellis County Engagement Letter GASB 75.pdf; North Texas Share ILA.pdf; Ellis County BAA.pdf

Miykael,

GRS was retained by the North Central Texas Council of Governments (NCTCOG) to provide actuarial valuation and consulting services for the new OPEB accounting standards GASB Statements No. 74 and No. 75. The purpose of this email is to provide the following documents related to the County's next OPEB valuation:

1. A Master Agreement based on the NCTCOG shared services contract which was awarded to GRS in April of 2017. The Master Agreement doesn't expire until June 30, 2023 and will cover several valuation cycles. The Master Agreement will only need to be signed once. However, because the fee for each valuation cycle will vary, a separate engagement letter will be provided for each valuation. Each engagement letter becomes part of the Master Agreement.
2. An engagement letter for the County's first GASB 75 report. The engagement letter assumes the valuation will be relied on for FYE18 and FYE19. Because the liabilities are required to be updated annually, the County will receive a separate valuation report for each fiscal year. Due to the additional complexity of GASB 75 (annual liability reconciliation, tracking deferred outflows/inflows, added sensitivity disclosures, etc.), the valuation fees have increased. For reference, the prior fee biennial fee was approximately \$6,000. Although the fee increase is large as a percentage, we ask that you put the dollar amount into perspective. As you know through your experience with GASB 68, GASB 75 is considerably more complicated than GASB 45. If you have any questions about the fees please call me at (469) 524-1343.
3. A new NCTCOG Interlocal Agreement. The "North Texas SHARE" agreement only needs to be signed once.
4. A Business Associates Agreement (BAA) which specifies our responsibilities under HIPAA. This agreement only needs to be signed once and is separate from the other contracts (its scope is broader than OPEB valuations). We believe we are bound to follow HIPAA guidelines regardless of whether a BAA exists. However, a formal agreement helps protect the County and provides documentation of our responsibility to protect your data.

Please sign and return scanned copies of the attached documents to me via email. We'll coordinate the countersignatures with our management and the NCTCOG. If you need copies with original signatures, please mail signed copies to the address shown below.

If you have any questions, please let me know.

Thank you,  
Mehdi



Mehdi Riazi FSA, EA, MAAA

Actuarial Consultant  
5605 N. MacArthur Blvd. | Suite 870 | Irving, TX 75038  
Direct: 469.524.1343 | Cell Phone: 214.499.2722 | Fax: 469.524.0003  
[mehdi.riazi@grsconsulting.com](mailto:mehdi.riazi@grsconsulting.com)

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