

**AGENDA  
 FERRIS CITY COUNCIL  
 CITY OF FERRIS  
 A GENERAL LAW MUNICIPAL CORPORATION OF THE  
 STATE OF TEXAS, ELLIS COUNTY  
 AT THE  
 COUNCIL CHAMBERS  
 215 W. SIXTH STREET, FERRIS, TEXAS 75125  
 6:00 P.M. MONDAY, OCTOBER 19, 2015**

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF FERRIS WILL MEET IN REGULAR SESSION AT 6:00 P.M. ON THE 19<sup>TH</sup> DAY OF OCTOBER, 2015 AT ITS REGULAR MEETING PLACE AT 215 W. SIXTH STREET, FERRIS, TEXAS FOR THE PURPOSE OF CONSIDERING:**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
-------------	--------------------	-------------

**COUNCIL BUSINESS**

- |    |  |   |
|----|--|---|
| 1. | Call to order.   | 0 |
|    | <ul style="list-style-type: none"> <li>• Invocation</li> <li>• Pledge of Allegiance</li> </ul> |   |
| 2. | Roll call to determine the presence of a quorum.   | 1 |

**CONSENT AGENDA – CITY COUNCIL**

- |    |  |   |
|----|--|---|
| 3. | All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council. |   |
|    | <ul style="list-style-type: none"> <li>• Minutes of August 31, 2015 City Council meeting.</li> <li>• Expenditures for the periods ending October 2, 2015 and October 8, 2015.</li> </ul>   | 2 |

Sep. Cov.

**PUBLIC COMMENT**

4. The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.

Ø

**INTRODUCTION OF NEW EMPLOYEE**

5. Introduction of the new Public Works Director, Red Taylor.

Ø

➤ *Presented by Carl Sherman, City Manager.*

**AGREEMENTS**

6. Discussion, consideration, and action as may be appropriate regarding entering into an Interlocal Cooperation Contract with Ellis County for the purpose of the City receiving functions, goods, or services which shall include the maintenance, repair, and/or construction of street, road, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches from the County and providing payment for such.

7

➤ *Presented by Carl Sherman, City Manager.*

7. Discussion, consideration, and action as may be appropriate regarding entering into a Marketing License Agreement with Utility Service Partners Private Label, Inc. D/B/A Service Line Warranties of America for the purpose of granting SLWA the right to offer the Warranty to Residential Property Owners subject to terms and conditions.

11

➤ *Presented by Eric Moss, Public Works Supervisor.*

**BID AWARD**

8. Discussion, consideration, and action as may be appropriate regarding the bid award for the construction of the soccer field fence on Ferris Road. 18

➤ *Presented by Bill Jordan, Chief Building Official.*

### EXECUTIVE SESSION

9. Announcement by the presiding officer that the City Council will adjourn into closed executive session as allowed by Section 551 of the Texas Government Code. Such closed meetings may be held only for the purpose of discussion and no action may be taken or votes cast to reach a decision by the City Council until the City Council has reconvened into open public session. Specifically, the section identified under Chapter 551 that allows a closed meeting to be held is:
- *Section 072, Deliberation Regarding Real Property, A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on the position of the governmental body in negotiations with a third person.*
10. Adjourn the Public Meeting. ∅
11. Conduct Executive Session as authorized by Section 551.072 of the Texas Government Code – *Deliberation Regarding Real Property.*
12. Reconvene into Open Session. ∅
13. Action as a result of above-listed Executive Session. ∅

### CLOSING

14. Adjourn. ∅

**Executive Session Reservation**

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gift), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits) and 551.087 (Deliberation Regarding Economic Development Negotiations).

---

**Disability Assistance and Accommodation**

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at (972) 544-2110 two working days prior to the meeting so that appropriate arrangements can be made.

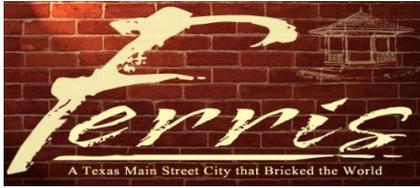
---

I, DESTINY LUSK WRIGHT, HEREBY  
CERTIFY THE FOREGOING NOTICE  
WAS POSTED ON OR BEFORE THE  
16<sup>TH</sup> DAY OF OCTOBER, 2015 BY 6:00  
P.M.

*Destiny Wright*

---

DESTINY LUSK WRIGHT  
CITY SECRETARY



# City Council

## Meeting Attendance Record 2015-2016

City Council		Oct.		Nov.		Dec.		Jan.		Feb.		March		April		May		June		July		Aug.		Sept.	
Title	Name	5	19	2	16	7	21	4	19	1	16	7	21	4	18	2	16	6	20	5	18	1	15	6	19
Mayor	Micheal Driggars	P																							
Alderman, Place 1	James Starr	P																							
Mayor Pro Tem	Jay Walsh	P																							
Alderman, Place 3	Bobby Lindsey	P																							
Alderman, Place 4	Gary Ross	A																							
Alderman, Place 5	Carol Wright	P																							
	Total:	5																							

City Staff		Oct.		Nov.		Dec.		Jan.		Feb.		March		April		May		June		July		Aug.		Sept.	
Title	Name	5	19	2	16	7	21	4	19	1	16	7	21	4	18	2	16	6	20	5	18	1	15	6	19
City Manager	Carl Sherman	P																							
City Secretary	Destiny Wright	P																							
City Attorney	Kent Hofmeister	A																							
Fire Chief/Int. Police Cf.	Tim Birdwell	P																							
I.T. Director	Doug Childers	P																							
Eco. Dev. Coordinator	Chuck Dart	P																							
Finance Director	Melissa Gonzalez	P																							
Library Director	Kathy Harrington	P																							
Chief Building Official	Bill Jordan	P																							
Police Chief	Vacant	-																							
Pub. Wrks. Director	Red Taylor	-																							
Pub. Wrks. Supervisor	Eric Moss	P																							
	Total:	9																							

Mayor, "Will the City Secretary call the roll?"

*The City Secretary calls each Member's position and name.*

*They respond if they are present.*

City Secretary, "Mayor, a quorum is present."

P	Present
A	Absent

**STATE OF TEXAS  
COUNTY OF ELLIS**

**THE FERRIS CITY COUNCIL MET IN A SPECIAL SESSION  
AUGUST 31, 2015 AT 6:00 P.M. IN THE COUNCIL CHAMBERS  
LOCATED AT 215 W. SIXTH STREET, FERRIS, TEXAS.**

<b>MEMBER ATTENDANCE</b>		
Mayor	Micheal Driggars	P
Alderman, Place 1	James Starr	P
Mayor Pro Tem	Jay Walsh	P
Alderman, Place 3	Bobby Lindsey	P
Alderman, Place 4	Gary Ross	P
Alderman, Place 5	Carol Wright	P

<b>STAFF ATTENDANCE</b>		
City Manager	Carl Sherman	P
City Secretary	Destiny Wright	P
City Attorney	Kent Hofmeister	A
Fire Chief	Tim Birdwell	P
I.T. Director	Doug Childers	P
Eco. Dev. Coordinator	Chuck Dart	P
Finance Director	Melissa Gonzalez	P
Library Director	Kathy Harrington	A
Chief Building Official	Bill Jordan	A
Police Chief	Sam Love	P
Public Works Supervisor	Eric Moss	P

**COUNCIL BUSINESS**

**1. Call to order.**

- **Invocation**
- **Pledge of Allegiance**

Mayor Driggars called the meeting to order at 6:00 P.M. The invocation was given by Doug Childers.

**2. Roll call to determine the presence of a quorum.**

City Secretary Wright called roll and determined that a quorum was present.

**PUBLIC COMMENT**

- 3. The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this**

**time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.**

Louis Butler, Star Transit employee, expressed his desire to open a facility to help the homeless and lost. Mr. Butler was directed to contact Chief Building Official Jordan for procedural information.

### **RESOLUTIONS**

- 4. Discussion, consideration, and action as may be appropriate regarding Resolution No. R-15-187 authorizing designated signatories for the City of Ferris accounts contracted with Commercial State Bank.**

Alderman Ross moved to approve Resolution No. R-15-187. Seconded by Alderman Wright. For: Unanimous. Motion carried 5-0-0.

- 5. Discussion, consideration, and action as may be appropriate regarding Resolution No. R-15-188 reviewing annually the official investment strategy and investment policy in accordance with the Public Funds Investment Act, Chapter 2256 of the Texas Government Code.**

Alderman Starr moved to approve Resolution No. R-15-188. Seconded by Mayor Pro Tem Walsh. For: Unanimous. Motion carried 5-0-0.

### **AGREEMENT**

- 6. Discussion, consideration, and action as may be appropriate regarding entering into a Bank Depository Agreement with Commercial State Bank.**

Alderman Wright moved to approve entering into a Bank Depository Agreement with Commercial State Bank. Seconded by Alderman Ross. For: Unanimous. Motion carried 5-0-0.

### **PUBLIC HEARING**

- 7. Open Public Hearing.**

Mayor Driggars opened the Public Hearing at 6:11 P.M.

**8. Conduct Public Hearing #2 regarding the proposed tax rate of \$0.687134 per \$100.**

- **Announcement: The vote on the Ordinance setting the tax rate will occur September 8, 2015 at 6:00 P.M. at the Council Chambers located at 215 W. Sixth Street, Ferris, TX.**

No comments made.

**9. Close Public Hearing.**

Mayor Driggars closed the Public Hearing at 6:11 P.M.

**DISCUSSION**

**10. Discussion regarding the budget for the City of Ferris for the fiscal year beginning October 1, 2015 and ending September 30, 2016.**

City Manager Carl Sherman and Finance Director Melissa Gonzalez, gave the third presentation on the proposed 2015-2016 budget to the Mayor and Council and noted all revisions that have been made since the last presentation. Alderman Ross made a second request to have the Food Supplies and Ice budget for the senior citizens increased to \$6,000.00.

**OLD BUSINESS**

**11. Discussion, consideration, and action as may be appropriate regarding the proposed Ordinance amending Chapter 115 “Alcohol Regulations” of the Code of Ordinances.**

Economic Development Coordinator Chuck Dart explained that the City does not have an Ordinance regulating Special Event Permits and as the City grows, this will become an issue.

City Secretary Destiny Wright explained that, in the past, the Metro Grill (located at 121 S. Main) has been allowed to serve alcohol at special events by requesting a temporary extension of premises. The owner, David Millison, submits a written request to the City and the Mayor determines approval. If granted approval, Mr. Millison rents the booths directly in front of his restaurant and serves within the physical barriers around the booths. According to the Texas Alcoholic Beverage

Commission, food must also be served in the booths. During an event, the same TABC rules and regulations that apply inside the restaurant apply in the booths. Currently, the Metro Grill is the only restaurant in the City with an on premise alcohol permit. Therefore, the need to pass a Special Event Permit is not necessarily a priority since the Mayor has approved previous requests for a temporary extension of premises. Mrs. Wright recommended the City review and amend Ordinance No. 106 which states “It shall be unlawful for any person, persons, or group of persons to openly consume alcoholic beverages on a public street or in a public place within the limits of the city.”

Mayor and Council requested Mr. Dart research and compare other Ordinances prior to approving the draft as presented. Chief Building Official Bill Jordan and Fire Chief Tim Birdwell can assist with this task as it relates to mass gatherings. Staff will review and present this item to Council at a later date.

### **ORDINANCE**

- 12. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-803 repealing Chapter 152 “Signs” in its entirety.**

Mayor Pro Tem Walsh moved to approve Ordinance No. O-15-803. Seconded by Alderman Ross. For: Unanimous. Motion carried 5-0-0.

### **EXECUTIVE SESSION**

- 13. Announcement by the presiding officer that a closed meeting will take place as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”. A governmental body may conduct a closed meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a city officer or employee, or to hear complaints or charges against such officer or employee, unless such officer or employee request a public hearing.**

- 14. Adjourn the Public Meeting.**

Mayor Driggars called for a ten minute recess at 6:37 P.M. The public meeting was adjourned at 6:47 P.M.

- 15. Conduct Executive Session as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”.**

- 16. Reconvene into Open Session.**

Mayor Driggars reconvened into open session at 7:57 P.M.

**17. Action as a result of the above-listed Executive Session.**

No action taken.

**CLOSING**

**18. Adjourn.**

Alderman Ross moved to adjourn the meeting. Seconded by Alderman Starr. For: Unanimous. The motion carried 5-0-0. With no further business to come before the council, Mayor Driggars adjourned the meeting at 7:58 P.M.

**APPROVED THIS THE 19<sup>TH</sup> DAY OF OCTOBER, 2015.**

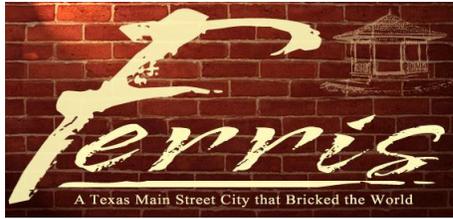
\_\_\_\_\_  
Micheal L. Driggars, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Destiny Lusk Wright, City Secretary

\_\_\_\_\_  
Kent Hofmeister, City Attorney



# City of Ferris

## AGENDA ITEM REPORT

<b>Meeting Date:</b>	October 19, 2015
<b>Department:</b>	City Manager
<b>Submitted By:</b>	Carl Sherman
<b>Previously Reviewed By:</b>	
<b>Item Type:</b>	Action
<b>Budgeted Expense:</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____

<b>Attachments:</b>
Interlocal Cooperation Contract
<b>Discussion / Justification:</b>
Attached to this agenda item is an Interlocal Cooperation Contract for Ellis County to provide various services to Ferris. Those services include maintenance, repair and/or construction of street, road, alleys, bridges and parking areas as well as the maintenance and construction of waterways and ditches. The existing agreement we have has expired. It is a good idea to have this agreement in effect in the event that we do need assistance from Ellis County. Prior to Ferris engaging Ellis County for any work performed by them, I will determine the project scope as well as the price before proceeding.
<b>Recommendation / Staff Comments:</b>
This is an action item that does require a vote. I recommend approval of the attached Interlocal Cooperation Contract.
<b>Motion(s):</b>
I, _____, move that Council approve the Interlocal Cooperation Contract between County of Ellis and City of Ferris.



MAILING ADDRESS  
P.O. Box 536  
Palmer, Tx. 65152

**OFFICE OF**  
**DENNIS ROBINSON**  
COMMISSIONER, PRECINCT 1  
(972) 825-5330  
Fax: (972) 449-2203  
Email: Dennis.Robinson@co.ellis.tx.us

PHYSICAL ADDRESS  
600 N. Business I-45  
Palmer, Tx 75152

October 1, 2015

City of Ferris  
City Hall  
100 Town Plaza  
Ferris, Texas 75125

RE: Interlocal Cooperative Agreement  
Between the County of Ellis and City of Ferris

To Whom It May Concern:

I am enclosing three (3) originals of the above referenced Agreement for January 1, 1016 thru January 1, 2017. Please obtain signatures and *return to us by December 1<sup>st</sup> 2015.*

Upon receipt of the signed enclosures, I will place the Interlocal Agreement on the Ellis County Commissioners' Court Agenda for approval. The County Clerk will forward you an original signed agreement upon approval at Commissioner Court.

Thank you for your assistance and if you have any questions, please do not hesitate to contact our office at 972-825-5330.

Dennis Robinson, Commissioner  
Ellis County, Pct. 1

Enclosures

**INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
COUNTY OF ELLIS AND CITY OF FERRIS**

**WHEREAS,** the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

**WHEREAS,** such contracts are authorized under Chapter 791 of the Government Code Of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

**WHEREAS,** the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

**WHEREAS,** the function or service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

**NOW THEREFORE, the** parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF FERRIS goods and services.
- B) The **CITY OF FERRIS** (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2016 to January 1, 2017.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
  - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and

- 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.
  
- F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
COUNTY JUDGE,  
ELLIS COUNTY, TEXAS

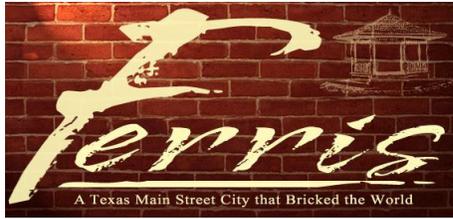
Attest:

\_\_\_\_\_  
Ellis County Clerk

\_\_\_\_\_  
MAYOR  
CITY OF FERRIS

Attest:

\_\_\_\_\_  
Secretary



# City of Ferris

## AGENDA ITEM REPORT

<b>Meeting Date:</b>	October 19, 2015
<b>Department:</b>	Public Works
<b>Submitted By:</b>	Eric Moss
<b>Previously Reviewed By:</b>	
<b>Item Type:</b>	Action
<b>Budgeted Expense:</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____

<b>Attachments:</b>
Marketing License Agreement
<b>Discussion / Justification:</b>
Agreement between Utility Service Partners and City of Ferris City granting SLWA the right to offer the Warranty to Residential Property Owners subject to terms and conditions.
<b>Recommendation / Staff Comments:</b>
This is an action item that does require a vote. I recommend approval of the attached Marketing License Agreement.
<b>Motion(s):</b>
I, _____, move that Council approve the Marketing License Agreement between the City of Ferris and Utility Service Partners Private Label, Inc. DBA Service Line Warranties of America.

**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF  
FERRIS, TEXAS, AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.  
D/B/A SERVICE LINE WARRANTIES OF AMERICA**

This MARKETING LICENSE AGREEMENT ("Agreement") entered into as of October 19, 2015] ("Effective Date"), by and between the City of Ferris, Texas ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

**RECITALS:**

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

**WHEREAS**, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products ("Warranty"); and

**WHEREAS**, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

**AGREEMENT**

- 1. Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
- 2. Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.
- 3. Term.** The term of this Agreement ("Term") shall be for three (3) years from the

Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct seasonal campaigns each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

**4. Consideration.** As consideration for such license, SLWA will pay to City a License Fee of Fifty-Cents (\$.50) for each month a Warranty shall be in force (and for which payment is received by SLWA) for a Residential Property Owner ("License Fee") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. Each License Fee payment herein shall be paid within thirty (30) days after it becomes due. SLWA shall include with each License Fee payment to City a statement signed by an SLWA corporate officer certifying the calculation of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

**5. Indemnification.** SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

**6. Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with

the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Carl Sherman  
City of Ferris  
100 Town Plaza  
Ferris-TX, TX 75125  
Phone: (972) 544-2110

**To:** SLWA:  
ATTN: Vice President, Business Development  
Utility Service Partners Private Label, Inc.  
11 Grandview Circle, Suite 100  
Canonsburg, PA 15317  
Phone: (724) 749-1003

**7. Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

**8. Assignment.** This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld.

**9. Counterparts/Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

**10. Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Texas. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

**11. Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF FERRIS AND  
UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE  
WARRANTIES OF AMERICA**

**CITY OF FERRIS**

By: \_\_\_\_\_  
Micheal L. Driggars, Mayor

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

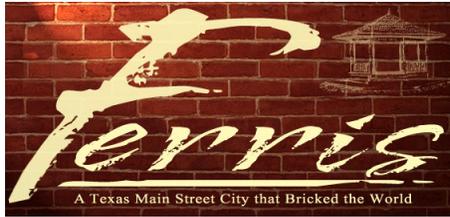
By: \_\_\_\_\_  
Brad H. Carmichael, Vice President

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

Exhibit A  
NLC Service Line Warranty Program  
City of Ferris, TX  
Term Sheet  
October 2, 2015  
(Term Sheet valid for 90 days)

- I. Term of agreement
  - a. Initial term
    - i. Three years guaranteed (total of 9 campaigns)
- II. Annual royalty – \$0.50 per month per paid warranty contract
  - a. City logo on letterhead, advertising, billing, and marketing materials
  - b. Signature by City official
- III. Products offered
  - a. External sewer line warranty
  - b. External water line warranty
  - c. In-home plumbing warranty
- IV. Scope of Coverage
  - a. External sewer line warranty
    - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
  - b. External water line warranty
    - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
  - c. In-home plumbing warranty
    - i. Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.
- V. Marketing Campaigns – three seasonal campaigns per year (Spring, Fall and Winter)
  - a. 2016 Spring - Sewer
  - b. 2016 Fall - Water
  - c. 2016 Winter - In-home plumbing
  - d. 2017 Spring - Sewer
  - e. 2017 Fall - Water
  - f. 2017 Winter - In-home plumbing
  - g. 2018 Spring - Sewer
  - h. 2018 Fall - Water
  - i. 2018 Winter - In-home plumbing
- VI. Campaign Pricing

- a. Sewer
  - i. Year 1 - \$7.75 per month; \$88.00 annually
  - ii. Year 2 - \$7.75 per month; \$88.00 annually (subject to annual review)
  - iii. Year 3 - \$7.75 per month; \$88.00 annually (subject to annual review)
- b. Water
  - i. Year 1 - \$5.75 per month; \$64.00 annually
  - ii. Year 2 - \$5.75 per month; \$64.00 annually (subject to annual review)
  - iii. Year 3 - \$5.75 per month; \$64.00 annually (subject to annual review)
- c. In-home plumbing
  - i. Year 1 - \$6.99 per month; \$78.99 annually
  - ii. Year 2 - \$6.99 per month; \$78.99 annually (subject to annual review)
  - iii. Year 3 - \$6.99 per month; \$78.99 annually (subject to annual review)



# City of Ferris

## AGENDA ITEM REPORT

<b>Meeting Date:</b>	<b>October 19, 2015</b>
<b>Department:</b>	<b>Code Compliance</b>
<b>Submitted By:</b>	<b>Bill Jordan</b>
<b>Previously Reviewed By:</b>	
<b>Item Type:</b>	<input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action
<b>Budgeted Expense:</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, Amount: <u>\$10,000.00</u>

### Attachments:

Bid & Contract  
References  
Bid Opening Attendance Log & Bid Log

### Discussion / Justification:

This item is to accept a bid from the Anchor Group, Inc. for the construction of a fence around the Ferris Soccer Fields at 1000 Ferris St. The cost of the fence was expected to exceed \$25,000.00 therefore, per city police, triggering the sealed bid process. A request for bid was posted and advertised, and the City received a total of four bids before the bid deadline of October 9th at 2:00 pm. At that time the bids were opened and read aloud. The bids ranged from approximately \$22,000.00 to \$32,000.00. The lowest bidder was The Anchor Group with a bid of \$21,950.00. Staff reviewed the bid and all aspects of the bid requirements were met. Additionally, staff contacted references submitted by the bidder and received no negative feedback. The scope of work for this project is well within the ability of the bidder based on previous projects the have completed.

The Ferris EDC has transferred \$10,000.00 to pay for this project, however this amount will not cover the total project cost. Acceptance of this bid and entering into a contract with The Anchor Group will authorize the expenditure of an additional \$11,950.00. There are funds for this additional cost, however, the EDC will be asked for additional contributions and a budget amendment will be made in the future to address this disparity.

<b>Recommendation / Staff Comments:</b>
Staff recommends acceptance of the bid as presented.
<b>Motion(s):</b>
I make a motion to accept the bid from and authorize the Mayor to sign a contract with The Anchor Group Inc. for construction of the Ferris Soccer Fields Fence in the amount of \$21,950.00.  I make a motion to reject the bid from The Anchor Group Inc.  I make a motion to table this item.

### FORM OF PROPOSAL

To: **CITY OF FERRIS** (Owner)

Project: **SOCCER FIELDS FENCE**

Bidder: THE ANCHOR GROUP, INC.  
[Print or type full name of proprietorship, partnership, corporation, or joint venture]

#### OFFER

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the City for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

TWENTY ONE THOUSAND NINE HUNDRED FIFTY (Dollars)  
[Print or type in words, Bidder's Total Bid Price]

(\$ 21,950.00)  
[Print or type in figures, Bidder's Total Bid Price]

**Period for Bid Acceptance.** This offer shall be open to acceptance and is irrevocable for 90 days from the Bid date. That period may be extended by mutual written agreement of the Owner and the Bidder. After 90 days, the Bidder may withdraw without penalty if no mutual agreement can be reached.

#### CONTRACT TIME

If this offer is accepted, Substantial Completion of the Work will be achieved within the time stated in document "Notice to Bidders." The Date of Commencement will be established by the Notice to Proceed.

#### ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No. 1, dated 9-30-15

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

**SUPPLEMENTS TO THIS BID:**

The following Supplements are attached as an integral part of this Bid:

- Form of Proposal
- Bid Bond
- Statement of Bidder's Qualifications
- Certification of Bidder's Qualifications
- Non-Collusion Affidavit

**SIGNATURES:**

Bidder: THE ANCHOR GROUP, INC.  
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.\*]

By: *E E Stites* 10-9-15  
[Signature]\*\* [Date]

Name: Edward Stites Sales Manager  
[Please print or type name] [Title]

Address: 9765 HARRY HINES BLVD, DALLAS TX 75220  
[Mailing]  
  
[Street, if different]

Telephone: 214-350-1900  
[Print or type telephone number]

\* If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.

\*\* The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided In § 37.10 of the Texas Penal Code.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

Employers Mutual Casualty Company &  
Union Insurance Company of Providence

That we the undersigned The Anchor Group, Inc. as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto City of Ferris as OWNER in the penal sum of (amount) or 5% of the bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 9th day of October, 2015.

The Condition of the above obligation is such that whereas the Principal has submitted to **City of Ferris** a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the **Ferris Soccer Fields Fence**.

NOW, THEREFORE, if said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

The Anchor Group, Inc.

Principal

E. E. States Sales Manager

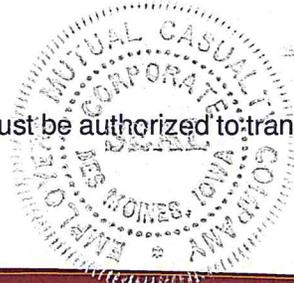
Title  
Employers Mutual Casualty Company &  
Union Insurance Company of Providence

(SEAL)  
ATTEST: Debbie Smith

Surety

Kristi Meek  
By: Attorney-in-Fact Kristi Meek

IMPORTANT - Surety companies executing BONDS must be authorized to transact business in the State where the project is located.



### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: DEBBIE SMITH, TOM P.ELLIS, III, KAE PERDUE, JOHN D. FULKERSON, DONNIE DOAN, KRISTI MEEK, DAWN ANGLIN, WALTER J DELAROSA

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

#### ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of JANUARY, 2014.

Seals



*Bruce G. Kelley*  
 Bruce G. Kelley, Chairman  
 of Companies 2, 3, 4, 5 & 6; President  
 of Company 1; Vice Chairman and  
 CEO of Company 7

*Michael Freel*  
 Michael Freel  
 Assistant Vice President

On this 30th day of JANUARY AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.  
 My Commission Expires October 10, 2016.

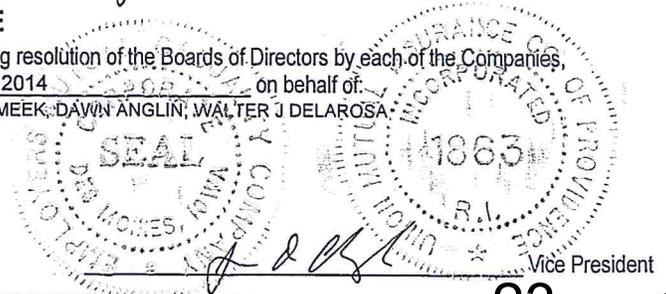
*Kathy Lynn Loveridge*  
 Notary Public in and for the State of Iowa

### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 30, 2014 on behalf of: DEBBIE SMITH, TOM P.ELLIS, III, KAE PERDUE, JOHN D. FULKERSON, DONNIE DOAN, KRISTI MEEK, DAWN ANGLIN, WALTER J DELAROSA

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of October, 2015.



**IMPORTANT NOTICE**

To obtain information or to make a complaint:  
You may call EMC Insurance Companies toll free telephone number for information or to make a complaint at:

**1-800-223-0562**

You may also write to EMC Insurance Companies at:  
P.O. Box 1739  
Main Office  
Wichita, KS 67201-1739

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, Texas 78714-9104  
FAX: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:  
Usted puede llamar al numero de telefono gratis de EMC Insurance Companies para informacion o para someter una queja al:

**1-800-223-0562**

Usted tambien puede escribir a EMC Insurance Companies:

P.O. Box 1739  
Main Office  
Wichita, KS 67201-1739

Pueda comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, Texas 78714-9104  
FAX: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PREMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**STATEMENT OF BIDDER'S QUALIFICATIONS**

BIDDER: THE ANCHOR GROUP, INC.

PROJECT NAME: **FERRIS SOCCER FIELD FENCE**

**ORGANIZATION**

How many years has your organization been in business as a Contractor? Over 25 years

How many years has your organization been in business under its present business name?

Over 25 years

Under what other or former names has your organization operated?

Anchor Fence, Anchor Post Products

If your organization is a corporation, answer the following:

Date of incorporation: 1989

State of incorporation: Texas

President's name: Marty Morey

Vice-president's name(s): Mike Irwn, Steven Williams, Russell Moore

Secretary's name: \_\_\_\_\_

Treasurer's name: Mike Tankersley

If your organization is a partnership, answer the following:

Date of organization: \_\_\_\_\_

Type of partnership (if applicable): \_\_\_\_\_

Name(s) of general partner(s): \_\_\_\_\_

If your organization is individually owned, answer the following:

Date of organization: \_\_\_\_\_

Name of owner: \_\_\_\_\_

If the form of your organization is other than those listed above, describe it and name the principals:

---



---

## EXPERIENCE

List the categories of work that your organization normally performs with its own forces.

---

**Fence, gates, and access control**

---

## CLAIMS AND SUITS

If the answer to any of the questions below is yes, please attach details:

Has your organization ever failed to complete any work awarded to it? **No** \_\_\_\_\_

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? **No** \_\_\_\_\_

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? **No** \_\_\_\_\_

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) **No** \_\_\_\_\_

On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

State total worth of work in progress and under contract: **30,700,000** \_\_\_\_\_

On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

State annual amount of construction work performed each year during the past five years:

Year	Amount
<u>2014</u>	<u>23,900,000</u>
<u>2013</u>	<u>23,200,000</u>
<u>2012</u>	<u>23,400,000</u>
<u>2011</u>	<u>20,400,000</u>
<u>2010</u>	<u>21,600,000</u>

On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. Submit resumes of Key Personnel (as defined in the Instructions to Bidders). Bidder hereby certifies that the Resident Superintendent has the authority to act on behalf of the Contractor at all times. No substitution shall be made without the written authorization of the Owner based upon acceptance of the qualifications of the proposed substitute.

Provide form "Certification of Bidder's Qualifications" as evidence that the Bidder meets the minimum criteria called out in the Instructions to Bidders.

## REFERENCES

On a separate sheet, list three (3) Trade References and two (2) Bank References.

## SURETY

Name and telephone number of Bonding Company:

Employers Mutual Casualty 2505 N Plano Rd. #2000, Richardson, TX 75082

Name, telephone and address of Agent:

McQueary Henry Bowles Troy 8144 Walnut Hill Lane 16th floor Dallas, TX 75231 Dawn Davis 972-770-1414

---

**SIGNATURE**

To be executed by a Principal of the firm authorized to certify the foregoing information:

Edward Stites, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Dated at 10:00am this 8 day of October, 2015.

Name of Organization: The Anchor Group, Inc.

By: 

Printed Name: Edward Stites

Title: Sales Manager

### CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 8 day of October, 2015.

**The Anchor Group, Inc.**

\_\_\_\_\_  
Name of Bidder

N/A

\_\_\_\_\_  
Contractor's License No. and State

[Signature]

\_\_\_\_\_  
Signature of Bidder

**Sales Manager**

\_\_\_\_\_  
Title of Signatory

NONCOLLUSION AFFIDAVIT

STATE OF TEXAS
COUNTY OF ELLIS

Mike Tankersley, being first duly sworn, deposes and says that:
(Name)

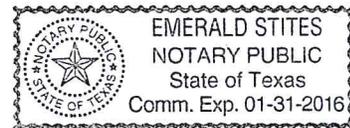
- (1) He is President of The Anchor Group, Inc., the Bidder that has submitted the attached Bid; CFO (Company)
(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham Bid;
(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF FERRIS, or any person interested in the proposed Contract; and
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign: Mike Tankersley

Title: Chief Financial Officer

Subscribed and sworn to me this 8 day of October, 20 15.

Emerald Stites
Notary Public
My commission expires: 1/31/16



## AGREEMENT BETWEEN OWNER AND CONTRACTOR

**THIS AGREEMENT** is by and between The City of Ferris, Texas (hereinafter called OWNER) and **The Anchor Group, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 – WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Erection of a fence.

### ARTICLE 2 – THE PROJECT

2.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Ferris Soccer Fields Fence

### ARTICLE 3 – CONTRACT TIMES

3.1 TIME OF THE ESSENCE

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2 DAYS TO ACHIEVE SUBSTANTIAL COMPLETION AND FINAL PAYMENT

A. The Work will be substantially completed within the time stated in Document “Notice to Bidders.”

3.3 LIQUIDATED DAMAGES

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within

the times specified in paragraph 3.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 3.2 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 1,000.00 for each day that expires after the time specified in paragraph 3.2 for completion and readiness for final payment until the Work is completed and ready for final payment.

#### **ARTICLE 4 – CONTRACT PRICE**

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined pursuant to paragraph 4.1.A; below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

#### **ARTICLE 5 – PAYMENT PROCEDURES**

5.1 Upon final completion and acceptance of the Work, OWNER shall pay the Contract Price in full.

#### **ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS**

6.1 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, and all examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolutions thereof by OWNER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.1 CONTENTS

A. The Contract Documents consist of the documents listed in the table of contents of the Project Manual and the drawings listed on the Sheet Index in the Drawings. The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Written Amendments;
2. Work Change Directives; and

3. Change Order(s).

B. The documents listed in paragraph 7.1.A. are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

## ARTICLE 8 – MISCELLANEOUS

### 8.1 TERMS

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 8.2 ASSIGNMENT OF CONTRACT

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 8.3 SUCCESSORS AND ASSIGNS

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 8.4 SEVERABILITY

A. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”).

**OWNER:** City of Ferris, Texas

**CONTRACTOR:**

By: \_\_\_\_\_  
Micheal Driggers, Mayor

By: EE Stiles \_\_\_\_\_

Address for Giving Notices:

Title: Sales Manager \_\_\_\_\_

100 Town Plaza  
Ferris, TX 75125

Address for Giving Notices:

Registered Agent: \_\_\_\_\_

Designated Representative:

Designated Representative:  
(Name address and phone)

William Jordan  
Chief Building Official  
100 Town Plaza  
Ferris, TX 75125  
Phone: 972-544-2965  
Fax: 972-544-8259

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

**THE ANCHOR GROUP, INC.**[www.anchortexas.com](http://www.anchortexas.com)**9765 Harry Hines Blvd.****Dallas, TX 75220**

Office: 214.350.1900

Fax: 214.350.1922

## References

**General Contractor References:**

Manhattan Construction	Greg McClure	214-438-6860
Holder Construction	Trevor Turner	404-427-9775
Lonewolf Construction	Dan Milligan	817-656-4130
Oncor Electric Delivery Co.	Scott Ekeland	817-217-4393

**Suppliers:**

Jamieson Manufacturing	P.O. Box 769008	Dallas, TX 75376
	O -972-241-5827	F-214-339-3564
Southwest Automated	10970 Shady Trl Ste 102	Dallas, TX 75220
	O-214-902-7997	F-214-902-7999
Binford Fence Supply	P.O. Box 800607	Balch Springs, TX 75180
	O-972-286-2881	F-972-286-6500
Ameristar Fence Products	Dept. 2423	Tulsa, OK 74182
	O-888-333-3422	F- 918-879-5712
Steelfast Inc.	11281 Leo Lane	Dallas, TX 75229
	O - 972-243-5312	F - 972-243-4632
Structural & Steel Products	1320 South University Drive Ste 701	Fort Worth, TX 76107
	O - 817-332-7417	F - 817-332-2992
Eagle National Steel	540 Skyline Drive	Hutchins, TX 75141
	O - 214-367-4672	F - 214-367-4660
Hearne Steel Co	P O Box 1239	Hearne, TX 77859
	O - (405) 280-4623	
Burleson Pipe & Steel	P O BOX 26858	Fort Worth, TX 76126
	O - 817-443-0634	F - 817-443-0238
Commerce Steel Inc	P O BOX 225127	Dallas, TX 75222
	O - 214-744-3402	F - 214-358-2352
Triple Steel	P O BOX 21119	Houston, TX 77226

<b><u>Bank:</u></b>	Frost Bank	Association: 3 year
	8235 Douglas Ave Ste 200	L.O.C. : 3.5M
	Dallas , TX 75225	Secured: Inventory & A/R
<b><u>Officer:</u></b>	David B. Smith	
	<a href="mailto:david.smith@frostbank.com">david.smith@frostbank.com</a>	
	O-214-515-4920 F-214-515-4234	

<b><u>Bank:</u></b>	Green Bank	Association: 5 years
	109 North Post Oak Suite 100	L.O.C. : 3M
	Houston , TX 77024	Secured: Inventory & A/R

**THE ANCHOR GROUP, INC.**[www.anchortexas.com](http://www.anchortexas.com)**9765 Harry Hines Blvd.****Dallas, TX 75220****Office: 214.350.1900****Fax: 214.350.1922**

**Officer:** Amy Arvey-Leithner  
[aleitner@greenbank.com](mailto:aleitner@greenbank.com)  
 O-713-275-8251 F-713-316-3666

**Insurance Provider:** McQueary Henry Bowles Troy 8144 Walnut Hill Lane 16<sup>th</sup> floor Dallas, TX 75231  
 Contact: Peggy Mauldin 972-770-1642 [peggy\\_mauldin@mhbt.com](mailto:peggy_mauldin@mhbt.com)

**Surety Company:** Employers Mutual Casualty 2505 N Plano Rd. #2000, Richardson, TX 75082

**Bond Provider:** McQueary Henry Bowles Troy  
 Contact: Dawn Davis 972-770-1414 [Dawn\\_Davis@mhbt.com](mailto:Dawn_Davis@mhbt.com)

**Concrete Suppliers / Rentals:**

Lattimore Materials Co	10361 Bickham Rd O - 972-221-4646	Dallas, TX 75220 F - 972-569-4646
H&H Pool Decks, Inc.	4330 Keller Hicks Rd. O - 817-431-6184	Fort Worth, TX 76244
Redi-Mix Concrete	331 N. Main St. O - 817-835-4079	Eules Tx 76039 F - 817-835-4074
Cow Town Redimix Concrete	P.O. Box 162327 O - 817-759-1919 ext 4	Fort Worth, TX 76161 F - 817-759-1716
Collins Concrete	PO Box 360007 O - 972-286-8852	Dallas, TX 75336 F - 972-286-5801
Cooper Concrete Co.	1100 N. Fifth St. O - 972-276-1167	Garland, TX 75046 F - 972-276-9587
Southern Star (Argos)	8500 Freeport Parkway #200 O - 972-621-0999	Irving, Texas 75063 F - 972-621-3353
Charley's Concrete	P.O. Box 1106 O - 817-431-2016	Keller, Texas 76244
Ingram Concrete	P O BOX 844406 (325) 646-6518/ 817-573-2572	Dallas, TX 75284 (325) 646-3415

**THE ANCHOR GROUP, INC.**[www.anchortexas.com](http://www.anchortexas.com)**9765 Harry Hines Blvd.****Dallas, TX 75220****Office: 214.350.1900****Fax: 214.350.1922**


---

Sunbelt Rentals	11422 N Stemmons Fwy O - (972) 484-6767	Dallas, TX 75229
United Rentals, North America	5930 East Loop 820 S, O - (817) 483-6411	Fort Worth, TX 76119
Brookhollow Rental	P.O. Box 571230 O - 214-631-6883	Dallas, TX 75357
Moore Rental Service, Inc.	1010 West Division O - 817-277-1141	Arlington, TX 76012
Rental One	P.O. Box 489 O - 817-545-8999	Colleyville, TX 76034
H&E Equipment Services Inc	P.O. Box 849850 O - 972-642-9766	Dallas, TX 75284

# THE ANCHOR GROUP, INC.

[www.anchortexas.com](http://www.anchortexas.com)

9765 Harry Hines Blvd.  
Dallas, TX 75220

Office: 214.350.1900

Fax: 214.350.1922

---

## Completed Projects

- Project Name: Midlothian New High School #2  
Location: Midlothian, TX  
General Contractor: Balfour Beatty Construction  
Owner: Midlothian ISD  
Contract Amount: \$510,652.00  
Completion Date: 12/2014
- Project Name: QTS DFW – Data Center  
Location: Irving, TX  
General Contractor: Holder Construction Group  
Owner: QTS  
Contract Amount: \$400,683.00  
Completion Date: 01/2015
- Project Name: Lufkin Federal Court House  
Location: Lufkin, TX  
General Contractor: Patton Contractors  
Owner: Lufkin  
Contract Amount: \$98,800.00  
Completion Date: 02/2015
- Project Name: Digital Dallas Campus Improvements Phase 1 and 2  
Location: Richardson, TX  
General Contractor: Turner Construction  
Owner: Collins Technology Park Partners, LLC  
Contract Amount: \$2,915,615.00  
Completion Date: 12/2014
- Project Name: George W. Bush Presidential Center  
Location: Dallas, TX  
General Contractor: Manhattan Construction Company  
Owner: George W Bush Presidential Library Foundation  
Contract Amount: \$169,959.50  
Completion Date: 04/2013

# THE ANCHOR GROUP, INC.

[www.anchortexas.com](http://www.anchortexas.com)

9765 Harry Hines Blvd.  
Dallas, TX 75220

Office: 214.350.1900

Fax: 214.350.1922

- 
- Project Name: Cleburne Regional Airport  
Location: Cleburne, TX  
General Contractor: The Anchor Group  
Owner: Texas Department of Transportation  
Contract Amount: \$574,257.87  
Completion Date: 04/2013
  - Project Name: Sand Bluff Switchyard  
Location: Big Spring, TX  
General Contractor: Energy Erectors  
Owner: Isolux Ingenieria  
Contract Amount: \$192,520.00  
Completion Date: 02/2014
  - Project Name: Dallas Executive Airport  
Location: Dallas, TX  
General Contractor: Lone Wolf  
Owner: Texas Department of Transportation  
Contract Amount: \$523,957.50  
Completion Date: 06/2013
  - Project Name: High Point Parking Lot Expansion  
Location: Mesquite, TX  
General Contractor: Ragnar Benson Construction LLC  
Owner: Union Pacific Railroad  
Contract Amount: \$214,620.00  
Completion Date: 11/2013
  - Project Name: Bank of America Wyndham Security  
Location: Richardson, TX  
General Contractor: Schweiger Constrution  
Owner: Bank of America  
Contract Amount: \$720,760.00  
Completion Date: 05/2013

# THE ANCHOR GROUP, INC.

[www.anchortexas.com](http://www.anchortexas.com)

9765 Harry Hines Blvd.  
Dallas, TX 75220

Office: 214.350.1900

Fax: 214.350.1922

---

## Current Projects:

- Project Name: Fort Worth Public Safety Training Center  
Location: Forth Worth, TX  
General Contractor: Byrne/Ridgmont  
Owner: City of Fort Worth  
Contract Amount: \$538,700.00  
Est. Completion Date: 10/2015
- Project Name: Kroger SW572 Lantana Town Center  
Location: Lantana, TX  
General Contractor: Spring Valley Construction Company  
Owner: The Kroger Company  
Contract Amount: \$90,300.00  
Est. Completion Date: 05/2015
- Project Name: Airside Apron Improvements at Dallas Love Field Airport  
Location: Dallas, TX  
General Contractor: MCM  
Owner: Southwest Airlines  
Contract Amount: \$721,854.00  
Est. Completion Date: 11/2015
- Project Name: UPRR Mesquite IMF DB Project  
Location: Mesquite, TX  
General Contractor: Ames Construction  
Owner: Union Pacific Railroad  
Contract Amount: \$223,990.00  
Est. Completion Date: 12/2015
- Project Name: New Elementary Forsan ISD  
Location: Forsan, TX  
General Contractor: Buford Thompson Company  
Owner: Forsan ISD  
Contract Amount: \$85,937.00  
Est. Completion Date: 07/2015
- Project Name: Jonesboro Facility  
Location: Jonesboro, AR

# THE ANCHOR GROUP, INC.

[www.anchortexas.com](http://www.anchortexas.com)

9765 Harry Hines Blvd.  
Dallas, TX 75220

Office: 214.350.1900

Fax: 214.350.1922

---

General Contractor: Trinity Industries

Owner: Trinity Industries

Contract Amount: \$152,182.10

Est. Completion Date: 06/2015

- Project Name: Frisco Athletic Center Aquatic Expansion  
Location: Frisco, TX  
General Contractor: The Fain Group  
Owner: City of Frisco  
Contract Amount: \$128,471.00  
Est. Completion Date: 07/2015
- Project Name: Additions and Renovations to Granbury HS  
Location: Granbury, TX  
General Contractor: Buford Thompson Company  
Owner: Granbury ISD  
Contract Amount: \$116,203.00  
Est. Completion Date: 08/2015



