

**AGENDA
 JOINT MEETING OF THE
 FERRIS CITY COUNCIL & PLANNING AND ZONING COMMISSION
 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, MARCH 7, 2016**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF FERRIS WILL MEET IN JOINT SESSION AT 6:00 P.M. ON THE 7TH DAY OF MARCH, 2016 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>
<u>COUNCIL BUSINESS</u>		
1.	Call to order.	Ø
	<ul style="list-style-type: none"> • Invocation • Pledge of Allegiance 	
2.	Roll call of the City Council to determine the presence of a quorum.	1
3.	Roll call of the Planning and Zoning Commission to determine the presence of a quorum.	2

CONSENT AGENDA – CITY COUNCIL

4.	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"> • Minutes of January 9, 2016 and January 19, 2016 City Council meetings 	3

- Expenditures for the periods ending February 17, 2016, February 19, 2016, February 25, 2016, and February 29, 2016

Sep. Cov.

PUBLIC COMMENT

5. 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

6. Introduction of Police Officer Jose Munoz.

Ø

➤ *Presented by Eddie Salazar, Police Chief*

DISCUSSION

7. Discussion regarding the approval of an amendment to the Zoning Ordinance by granting a change in zoning from Planned Development 1 Revised 1 (“PD-1 REV-1”) to Planned Development 1 Revised 2 (“PD-1 REV-2”) on property located South of Ewing Blvd. and East of Meadowgate Cir. described as approximately 3.213 acres of land in the Western Hills Revised 4 Addition of the City of Ferris, Ellis County, Texas.

12

➤ *Presented by Bill Jordan, Chief Building Official*

PUBLIC HEARING

- 8. Open Public Hearing. Ø

- 9. Conduct Public Hearing to consider the approval of an amendment to the Zoning Ordinance by granting a change in zoning from Planned Development 1 Revised 1 (“PD-1 REV-1”) to Planned Development 1 Revised 2 (“PD-1 REV-2”) on property located South of Ewing Blvd. and East of Meadowgate Cir. described as approximately 3.213 acres of land in the Western Hills Revised 4 Addition of the City of Ferris, Ellis County, Texas. Ø

- 10. Close Public Hearing. Ø

PLANNING AND ZONING COMMISSION BUSINESS

- 11. Final report by the Planning and Zoning Commission regarding the approval of an amendment to the Zoning Ordinance by granting a change in zoning from Planned Development 1 Revised 1 (“PD-1 REV-1”) to Planned Development 1 Revised 2 (“PD-1 REV-2”) on property located South of Ewing Blvd. and East of Meadowgate Cir. described as approximately 3.213 acres of land in the Western Hills Revised 4 Addition of the City of Ferris, Ellis County, Texas. 12

COUNCIL BUSINESS

- 12. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-16-811 amending the Zoning Ordinance by granting a change in zoning from Planned Development 1 Revised 1 (“PD-1 REV-1”) to Planned Development 1 Revised 2 (“PD-1 REV-2”) on property located South of Ewing Blvd. and East of Meadowgate Cir. described as approximately 3.213 acres of land in the Western Hills Revised 4 Addition of the City of Ferris, Ellis County, Texas 12

CLOSING – PLANNING AND ZONING COMMISSION

- 13. Adjourn: Planning and Zoning Commission. Ø

NEW BUSINESS

14. Discussion, consideration, and action as may be appropriate regarding the acceptance of the FY 2014-2015 Annual Audit as presented by Yeldell, Wilson, Wood, & Reeve, P.C. 25
- *Presented by Melissa Gonzalez, Finance Director*

DISCUSSION

15. Discussion regarding a request to open a gun range in the City limits. 0
- *Presented by Bill Jordan, Chief Building Official*

NEW BUSINESS

16. Discussion, consideration, and action as may be appropriate regarding a request received from Terasa Sneed and Diane Lankford to use the Scout House for an at-risk after school program. 27
- *Presented by Destiny Wright, City Secretary*
17. Discussion, consideration, and action as may be appropriate regarding the approval of a floor plan for the new Senior Citizens Building. 42
- *Presented by Bill Jordan, Chief Building Official*

BID AWARD

18. Discussion, consideration, and action as may be appropriate regarding the bid award for the abatement of asbestos and for asbestos abatement monitoring services. 44
- *Presented by Bill Jordan, Chief Building Official*

ORDINANCES

19. Discussion, consideration and action as may be appropriate regarding Ordinance No. O-16-812 amending the budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016. 113
- *Presented by Trudy Lewis, Budget/Human Resources Director*

CLOSING

20. Adjourn. Ø

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).

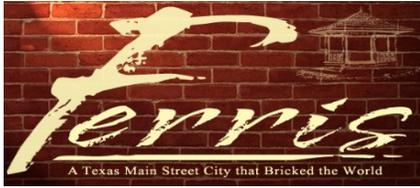
Disability Assistance and Accommodation

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 4TH DAY OF MARCH, 2016 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	19	21	4	9	19	27	29	30	1	16	29	7	21	4	18	2	16	6	20	5	18	1	15	6	19	
Mayor	Micheal Driggars	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
Alderman, Place 1	James Starr	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
Mayor Pro Tem	Jay Walsh	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
Alderman, Place 3	Bobby Lindsey	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
Alderman, Place 4	Gary Ross	A	A	P	P	P	P	P	P	P	P	P	P	P	A	P	P															
Alderman, Place 5	Carol Wright	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
	Total:	5	5	6	6	6	6	6	6	6	6	6	6	6	5	6	6															

City Staff		Oct.			Nov.			Dec.			Jan.					Feb.			March		April		May		June		July		Aug.		Sept.	
Title	Name	5	19	2	16	7	19	21	4	9	19	27	29	30	1	16	29	7	21	4	18	2	16	6	20	5	18	1	15	6	19	
City Manager	Carl Sherman	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
City Secretary	Destiny Wright	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
City Attorney	Kent Hofmeister	A	A	A	A	A	A	A	A	A	A	P	A	A	A	A	A															
I.T. Director	Doug Childers	P	P	P	P	P	A	P	A	A	P	A	A	A	P	P	A															
Finance Director	Melissa Gonzalez	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
Library Director	Kathy Harrington	P	P	P	P	P	A	P	A	A	P	A	A	A	A	P	A															
Chief Building Official	Bill Jordan	P	P	P	A	P	P	P	P	P	P	P	A	P	P	P	P															
Interim Fire Chief	Tom Leverentz	-	-	-	-	-	A	P	A	A	P	P	A	A	P	P	A															
Budget/H.R. Director	Trudy Lewis	-	-	-	-	-	-	P	P	P	P	P	A	A	P	A	P															
Police Chief	Eddie Salazar	-	-	P	P	P	A	P	A	A	P	P	A	P	P	P	A															
Pub. Wrks. Supervisor	Eric Moss	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	A															
	Total:	9	10	9	8	9	4	9	5	5	10	7	3	5	8	8	5															

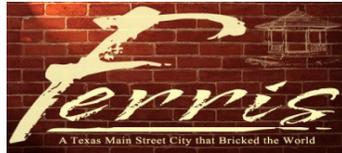
Mayor, "Will the City Secretary call the roll?"

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



PLANNING AND ZONING COMMISSION

MEETING ATTENDANCE RECORD

2015-2016

PLANNING AND ZONING COMMISSION			Oct	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Place	Name	Title	5	19	1	7								
Place 1	Jim Kay	Chair	P	P	P									
Place 2	Rudy Amor	Commissioner	P	P	P									
Place 3	Bill Malloy	Commissioner	P	P	P									
Place 4	James Swafford	Commissioner	P	P	P									
Place 5	Charles Hatfield	Vice Chair	P	P	P									
Place 6	Christi Farish	Commissioner	A	A	A									
Place 7	Richard Barrett	Commissioner	P	A	P									
Total Present:			6	5	6									

A quorum of the commission is 4 members.

City Staff		Oct	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Title	Name	5	19	1	7								
City Manager	Carl Sherman	P	P	P									
City Secretary	Destiny Wright	P	P	P									
Building Official	Bill Jordan	P	P	P									
Total Present:		3	3	3									

Chairman- "Will the Secretary please call the roll."
 The Secretary calls each member's position and name.
 They respond if they are present.
 Secretary- "A quorum is present."

P	Present
A	Absent
R	Resigned
D	Deceased
E	End of Term

**STATE OF TEXAS
COUNTY OF ELLIS**

**THE FERRIS CITY COUNCIL MET IN A JOINT SESSION WITH
THE FERRIS ISD SCHOOL BOARD JANUARY 9, 2016 AT 9:00 A.M.
AT THE FERRIS ISD BOARD ROOM LOCATED AT 301 E. FIFTH
STREET, FERRIS, TEXAS.**

COUNCIL ATTENDANCE		
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

STAFF ATTENDANCE		
City Manager	Carl Sherman	P
City Secretary	Destiny Wright	P
City Attorney	Kent Hofmeister	A
Budget/H.R. Director	Trudy Lewis	P
Interim Fire Chief	Tom Leverentz	A
I.T. Director	Doug Childers	A
Finance Director	Melissa Gonzalez	P
Library Director	Kathy Harrington	A
Chief Building Official	Bill Jordan	P
Police Chief	Eddie Salazar	A
Public Works Director	Red Taylor	A

BOARD ATTENDANCE		
Place 1	Mike Moffitt	P
Place 2	Jorge Lopez	A
Board Vice President	Robert Scott	P
Place 4	Mellissa Salas	P
Board President	Thomas Griffith	P
Place 6	Ricardo Rodriguez	P
Secretary	Lee Longino	P

COUNCIL BUSINESS

1. Call to order.

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

President Griffith called the Ferris ISD School Board to order at 9:04 A.M.

Mayor Driggars called the City Council to order at 9:05 A.M.
The invocation was given by Alderman Starr. President Griffith led the Pledge of Allegiance.

2. Roll call of the City Council to determine the presence of a quorum.

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

Attorney Jeff Moore from Brown & Hofmeister also present.

3. Roll call of the Ferris ISD School Board to determine the presence of a quorum.

Superintendent James Hartman announced that a quorum of the School Board was present.

EXECUTIVE SESSION

4. Announcement by the presiding officer that a closed meeting will take place as authorized 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 take 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.***

5. Adjourn the Public Meeting.

Mayor Driggars adjourned the City Council public meeting at 9:08 A.M.

President Griffith adjourned the Ferris ISD public meeting at 9:09 A.M.

Ferris ISD Board Member Mellissa Salas arrived to the meeting at 9:28 A.M.

6. Conduct Executive Session as authorized by Section 551.072 of the Texas Government Code – *Deliberation Regarding Real Property.*

7. Reconvene into Open Session.

Mayor Driggars reconvened the City Council into open session at 11:25 A.M.

President Griffith reconvened the Ferris ISD into open session at 11:25 A.M.

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

No action taken by the City Council.

No action taken by Ferris ISD.

CLOSING – FERRIS ISD SCHOOL BOARD

9. Adjourn: Ferris ISD School Board.

Secretary Longino moved to adjourn the meeting. Seconded by Board Member Rodriguez. For: Unanimous. The motion carried 6-0-0. With no further business to come before the board, President Griffith adjourned the Ferris ISD School Board at 11:27 A.M.

CLOSING

10. Adjourn.

Alderman Starr moved to adjourn the meeting. Seconded by Alderman Wright. For: Unanimous. The motion carried 5-0-0. With no further business to come before the council, Mayor Driggars adjourned the City Council at 11:27 A.M.

APPROVED THIS THE 7TH DAY OF MARCH, 2016.

Micheal L. Driggars, Mayor

ATTEST:

APPROVED AS TO FORM:

Destiny Lusk Wright, City Secretary

Kent Hofmeister, City Attorney

**STATE OF TEXAS
COUNTY OF ELLIS**

**THE FERRIS CITY COUNCIL MET IN A JOINT SESSION WITH
THE PLANNING AND ZONING COMMISSION JANUARY 19, 2016
AT 6:00 P.M. IN THE COUNCIL CHAMBERS LOCATED AT 215 W.
SIXTH STREET, FERRIS, TEXAS.**

COUNCIL ATTENDANCE		
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

STAFF ATTENDANCE		
City Manager	Carl Sherman	P
City Secretary	Destiny Wright	P
City Attorney	Kent Hofmeister	P
I.T. Director	Doug Childers	P
Finance Director	Melissa Gonzalez	P
Library Director	Kathy Harrington	P
Chief Building Official	Bill Jordan	P
Interim Fire Chief	Tom Leverentz	P
Budget/H.R. Director	Trudy Lewis	P
Police Chief	Eddie Salazar	P
Public Works Director	Red Taylor	A

COMMISSION ATTENDANCE		
Chair	Jim Kay	P
Commissioner, Place 2	Rudy Amor	P
Commissioner, Place 3	Bill Malloy	P
Commissioner, Place 4	James Swafford	P
Vice Chair	Charles Hatfield	P
Commissioner, Place 6	Christi Farish	A
Commissioner, Place 7	Richard Barrett	A

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 Pastor Brian Smith of First Baptist Ferris.

2. Roll call of the City Council to determine the presence of a quorum.

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

3. **Roll call of the Planning and Zoning Commission to determine the presence of a quorum.**

City Secretary Wright called roll and determined that a quorum of the Planning and Zoning Commission was present. Commissioner Malloy arrived at 6:15 P.M.

CONSENT AGENDA – CITY COUNCIL

4. **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.**

- **Minutes of December 19, 2015 and December 21, 2015 City Council meetings.**
- **Expenditures for the periods ending December 18, 2015, December 21, 2015, December 23, 2015, December 31, 2015, January 7, 2016, and January 8, 2016.**

Alderman Ross moved to approve the Consent Agenda. Seconded by Mayor Pro Tem Walsh. For: Unanimous. Motion carried 5-0-0.

APPROVAL OF MINUTES – PLANNING AND ZONING COMMISSION

5. **Consider approval of meeting minutes for the Joint City Council and Planning and Zoning meeting of October 5, 2015.**

Vice Chair Hatfield moved to approve the meeting minutes for the Joint City Council and Planning and Zoning meeting of October 5, 2015. Seconded by Commissioner Amor. For: Unanimous. Motion carried 4-0-0. Commissioner Malloy not present for vote.

PUBLIC COMMENT

6. **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.

Bea Wallace, resident, expressed her support for City Manager Carl Sherman.

Alderman Ross expressed his support for City Manager Carl Sherman.

Sharon Harris, resident, expressed her support for the proposed hotel and restaurants project, and expressed her support for City Manager Carl Sherman.

Tina Miller, business owner, expressed her support for City Manager Carl Sherman.

Earline Jackson, resident, expressed her support for City Manager Carl Sherman.

James Foster, resident, expressed his support for City Manager Carl Sherman.

DISCUSSION

- 7. Discussion regarding Ordinance No. O-16-807 granting a change in zoning from Residential 1 (“R-1”) to Planned Development-5 (“PD-5”) on property located North of E. 8th Street and East of S. Birch Street described as approximately 16.377 acres of land in the South Meadow Addition of the City of Ferris, Ellis County, Texas.**

Chief Building Official Bill Jordan informed the Mayor and Council that a request was received from the owner of the empty lots in the South Meadow Addition to revert the minimum house size back to 1800 square feet. He explained that when the Zoning Ordinance was adopted in 2012, the minimum house size was increased from 1800 to 2150 square feet.

JOINT PUBLIC HEARING

- 8. Open Joint Public Hearing.**

Mayor Driggars opened the Public Hearing at 6:32 P.M.

9. **Conduct Public Hearing to consider Ordinance No. O-16-807 granting a change in zoning from Residential 1 (“R-1”) to Planned Development-5 (“PD-5”) on property located North of E. 8th Street and East of S. Birch Street described as approximately 16.377 acres of land in the South Meadow Addition of the City of Ferris, Ellis County, Texas.**

Carol Claus, resident of South Meadow Addition, spoke against the approval of the Ordinance and informed the Mayor and Council that when her home was purchased, she was assured that smaller homes would not be built in the neighborhood.

Sharon Harris, resident, spoke in favor of the approval of the Ordinance and informed the Mayor and Council that it is difficult to sell 2150 square foot homes with today’s economy.

10. **Close Joint Public Hearing.**

Mayor Driggars closed the Public Hearing at 6:39 P.M.

PLANNING AND ZONING COMMISSION BUSINESS

11. **Final report by the Planning and Zoning Commission regarding Ordinance No. O-16-807 granting a change in zoning from Residential 1 (“R-1”) to Planned Development-5 (“PD-5”) on property located North of E. 8th Street and East of S. Birch Street described as approximately 16.377 acres of land in the South Meadow Addition of the City of Ferris, Ellis County, Texas.**

Vice Chair Hatfield moved to recommend approval of Ordinance No. O-16-807. Seconded by Commissioner Swafford. For: Kay, Swafford, Hatfield. Against: Malloy. Abstain: Amor. Motion carried 3-1-1.

COUNCIL BUSINESS

12. **Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-16-807 granting a change in zoning from Residential 1 (“R-1”) to Planned Development-5 (“PD-5”) on property located North of E. 8th Street and East of S. Birch Street described as approximately 16.377 acres of land in the South Meadow Addition of the City of Ferris, Ellis County, Texas.**

Alderman Wright moved to approve Ordinance No. O-16-807. Seconded by Alderman Ross. For: Unanimous. Motion carried 5-0-0.

CLOSING – PLANNING AND ZONING COMMISSION

13. Adjourn: Planning and Zoning Commission.

Commissioner Swafford moved to adjourn the Planning and Zoning Commission. Seconded by Commissioner Amor. For: Unanimous. The motion carried 5-0-0. With no further business to come before the Planning and Zoning Commission, Chairman Kay adjourned the Commissioners at 6:54 P.M.

PRESENTATION

14. Presentation of the City Manager’s six-month work plan and activities.

City Manager Carl Sherman gave a presentation informing the Mayor and Council that he is focusing on three key infrastructure deficiencies within the City: water, roads, and high speed internet. Additionally, Mr. Sherman has implemented the use of interview panels for the hiring of department heads. Using this process, Mr. Sherman has hired a new Public Works Director and a new Police Chief. During Mr. Sherman’s tenure thus far, the City has purchased a new building to be renovated and used as the Senior Citizens Building. The City has also received a modular building by donation that will be renovated and used as the Public Works Building.

EXECUTIVE SESSION

15. Announcement by the presiding officer that a closed meeting will take place as authorized 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 take be held is:

- *Section 551.074 Personnel Matters. Semi-annual performance evaluation and review of related duties of City Manager.*

A governmental body may conduct a closed meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear complaints or charges against such officer or employee, unless such officer or employee who is the subject of the deliberation or hearing requests a public hearing.

16. Adjourn the Public Meeting.

Mayor Driggars called for a ten minute recess at 7:54 P.M. The public meeting was adjourned 8:04 P.M.

17. Conduct Executive Session as authorized by Section 551.074 of the Texas Government Code – *Personnel Matters*.

18. Reconvene into Open Session.

Mayor Driggars reconvened into open session at 9:24 P.M.

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

No action.

CLOSING

20. Adjourn.

Alderman Starr moved to adjourn the meeting. Seconded by Alderman Ross. For: Unanimous. The motion carried 5-0-0. With no further business to come before the council, Mayor Driggars adjourned the meeting at 9:25 P.M.

APPROVED THIS THE 7TH DAY OF MARCH, 2016.

Micheal L. Driggars, Mayor

ATTEST:

APPROVED AS TO FORM:

Destiny Lusk Wright, City Secretary

Kent Hofmeister, City Attorney

AN ORDINANCE OF THE CITY OF FERRIS, TEXAS

ORDINANCE NO. O-16-811

AN ORDINANCE OF THE CITY OF FERRIS, TEXAS AMENDING THE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM PLANNED DEVELOPMENT 1 REVISED 1 (“PD-1 REV-1”) TO PLANNED DEVELOPMENT 1 REVISED 2 (“PD-1 REV-2”) ON PROPERTY LOCATED SOUTH OF EWING BLVD. AND EAST OF MEADOWGATE CIR. DESCRIBED AS APPROXIMATELY 3.213 ACRES OF LAND IN THE WESTERN HILLS REVISED 4 ADDITION OF THE CITY OF FERRIS, ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF A SITE PLAN AND USE RESTRICTIONS WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBITS B AND C RESPECTIVELY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Ferris, Texas in compliance with the laws of the State of Texas and pursuant to the Zoning Ordinance of the City of Ferris, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that Planned Development1 Revised 2 should be approved, and in the exercise of legislative discretion have concluded that the Zoning Ordinance and Map should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS;

SECTION 1. That the Zoning Ordinance and Map of the City of Ferris, Texas, duly passed by the governing body of the City of Ferris, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Planned Development 1 Revised 1 (“PD-1 REV-1”) to Planned Development 1 Revised 2 (“PD-1 REV-2”) on property located South of Ewing Blvd. and East of Meadowgate Cir. Described as approximately 3.213 acres of land in the Western Hills Revised 4 Addition of the City of Ferris, Ellis County, Texas, and being more particularly described in exhibit A, which is attached hereto and incorporated herein.

SECTION 2. The property shall be developed and used in accordance with the development standards under the Ferris Zoning Ordinance, ordinances of the City of Ferris, and development plan and restrictions as established herein, which are attached hereto and incorporated herein as Exhibits B and C respectively.

SECTION 3. That the site plan and development restrictions attached hereto as Exhibit B and C respectively, made a part hereof for all purposes, are hereby approved.

SECTION 4. That the Zoning Ordinance of the City of Ferris, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Ferris, Texas and the Ferris Zoning Ordinance, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such codes, in which event the conflicting provision of such ordinance and such codes are hereby repealed.

SECTION 6. It is hereby declared that it is the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 7. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 8. All rights and remedies of the City of Ferris are expressly saved as to any and all violations of the provisions of any ordinances governing zoning or platting that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both

civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9. This ordinance shall be in full force and effect from this and after its passage and publication as required by law, and it is so ordained.

DULY PASSED and approved by the City Council of the City of Ferris, Texas on this the 7TH day of MARCH, 2016.

APPROVED:

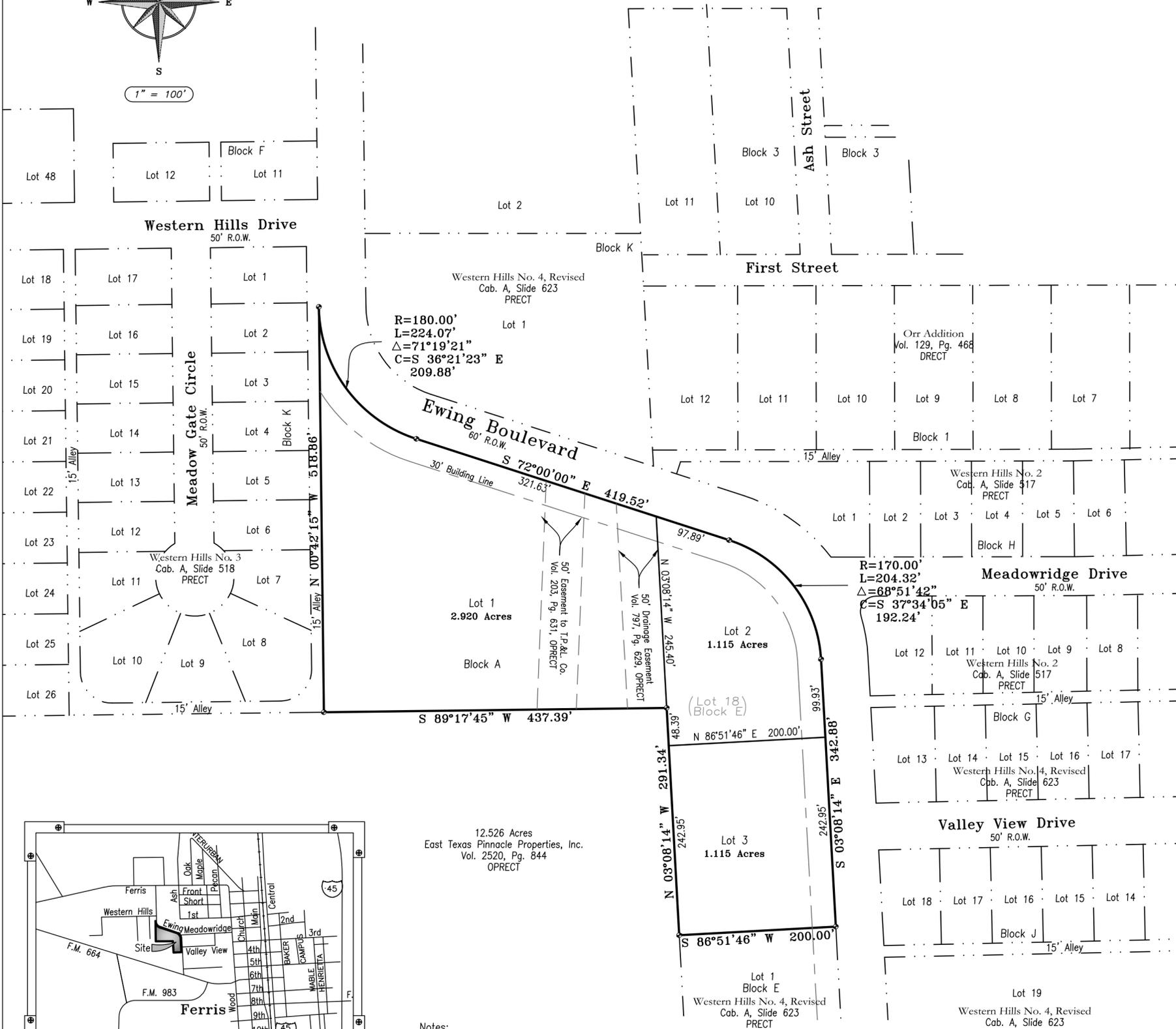
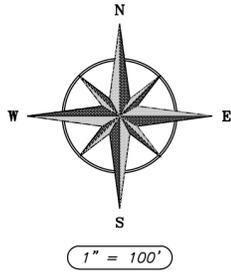
MICHEAL DRIGGARS, MAYOR

ATTEST:

DESTINY WRIGHT, CITY SECRETARY

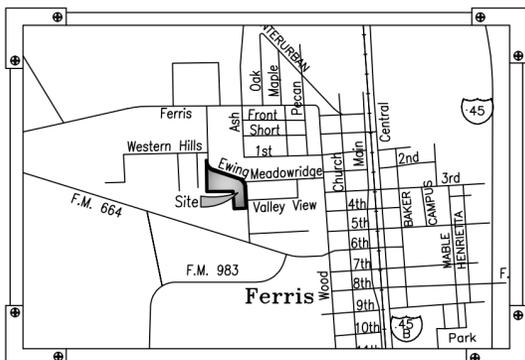
APPROVED AS TO FORM:

KENT HOFMEISTER, CITY ATTORNEY



Property Description

All that certain lot, tract, or parcel of land being Lot 18, Block E of Western Hills No. 4, Revised, an addition in the City of Ferris, Ellis County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 623 of the Plat Records of Ellis County, Texas.



12.526 Acres
East Texas Pinnacle Properties, Inc.
Vol. 2520, Pg. 844
OPRECT

Notes:

1. No portion of this property lies within a 100 year flood plain according to the Flood Insurance Rate Map for Ellis County. Map# 48139C0100 F, dated June 3, 2013.
2. Contours shown hereon are per the NCTCOG website (www.dfwmaps.com)
3. Basis of Bearings: North line of Lot 18, Block E of Western Hills No. 4, Revised (S 72°00'00" E)

VICINITY MAP SCALE : 1" = 2000'

Walker Land Surveying Company

P.O. Box 2911 Waxahachie, Texas 75168
Phone: (972) 938-8693 Fax: (972) 938-8695

Exhibit Plat
Ferris Business Park
Being a Replat of Lot 18, Block E
Western Hills No. 4, Revised
City of Ferris, Ellis County, Texas



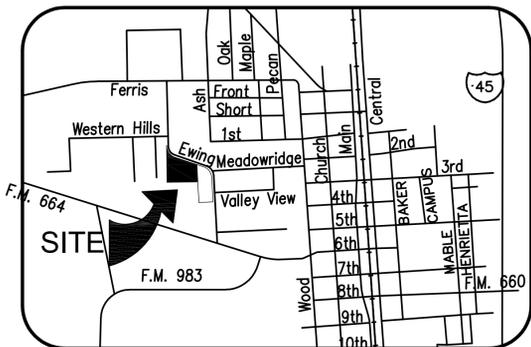
415 EWING BLVD

Ferris, Texas 72125



415 EWING BLVD
Ferris, TX 75125

VICINITY MAP



PROJECT TEAM

OWNER

ALLEN NATIONAL INVESTMENTS LLC
6500 SUDBURY ROAD
PLANO, TX 75024
PHONE: (214) 912 0918

CONSTRUCTION MANAGER

KELLY S.HARRIS COMPANY
1026 F.M. 660
FERRIS, TX 75125
PHONE: (214) 926 7721

CIVIL

RUSSELL HUNN, P.E.
403 FALL CREEK DRIVE
RICHARDSON, TX 75080
PHONE: (214) 535 5275

ARCHITECT

MOISES V. GONZALEZ
310 MORENE AVE.
WAXAHACHIE, TX 75165
PHONE: (469) 658 9097

APPLICABLE BUILDING CODES

- 2012 INTERNATIONAL BUILDING CODE
- 2012 INTERNATIONAL RESIDENTIAL CODE
- 2012 INTERNATIONAL PLUMBING CODE
- 2014 NATIONAL ELECTRICAL CODE
- 2012 INTERNATIONAL MECHANICAL CODE
- 2012 INTERNATIONAL FIRE CODE
- 2012 INTERNATIONAL FUEL GAS CODE
- 2012 INTERNATIONAL ENERGY CONSERVATION CODE
- 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE
- 2012 INTERNATIONAL EXISTING BUILDING CODE
- 2012 INTERNATIONAL SWIMMING POOL AND SPA CODE
- 2012 INTERNATIONAL CODE COUNCIL PERFORMANCE CODE

No.	Date	Revisions
#1	01.12.2016	FOR BID/PERMIT
#2	02.07.2016	FOR BID/PERMIT

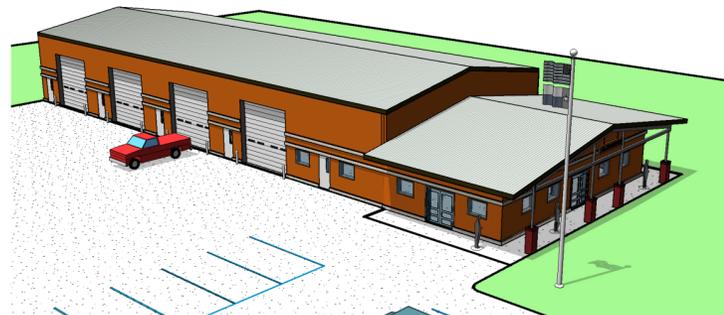
Project No: 15-1105
Date: 01.12.2016
Scale:
Dwg. Name:

Dwg. No.
COVER

Exhibit "B"



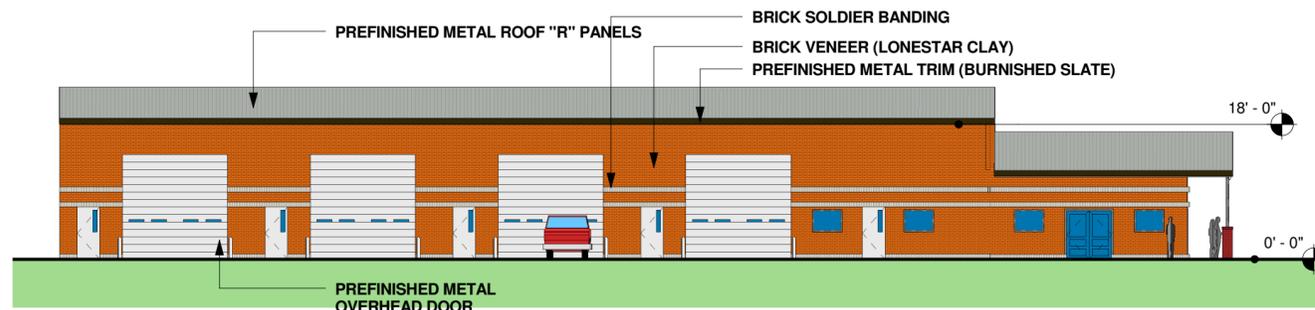
01 3D VIEW EYE LEVEL - BUILDING 1



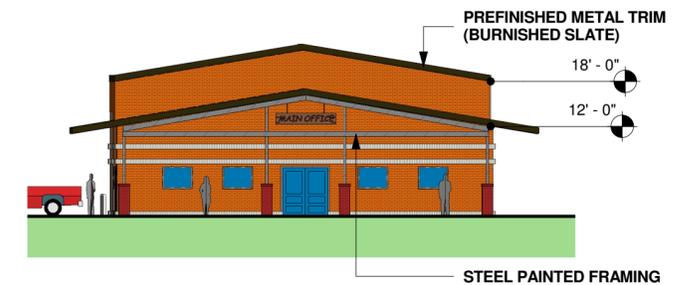
02 3D AERIAL VIEW - BUILDING 1



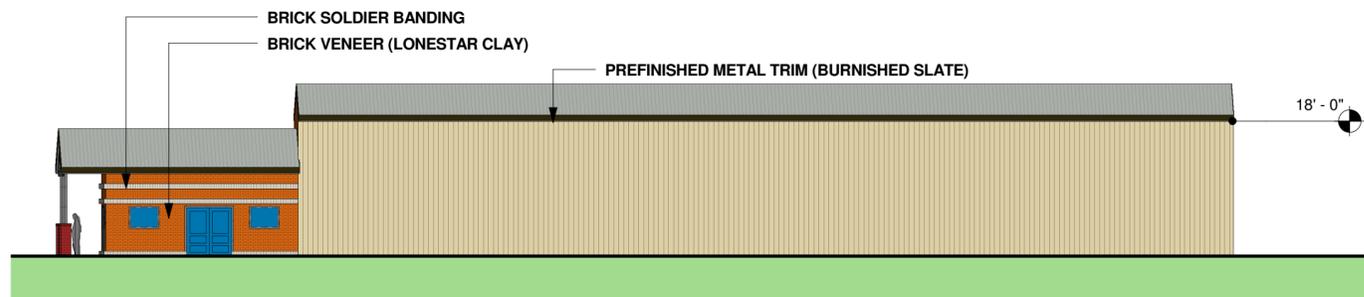
03 SITE PLAN
1" = 80'-0"



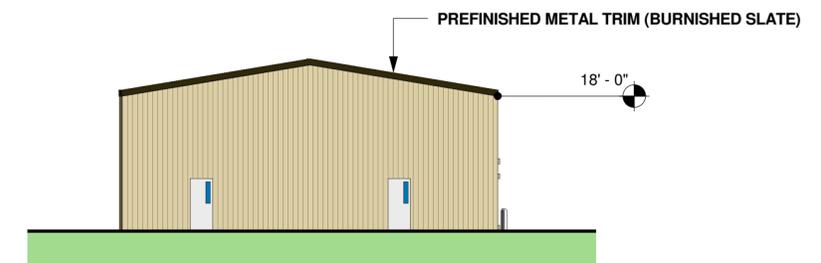
04 BUILDING 1 - EAST ELEVATION
1/16" = 1'-0"



05 BUILDING 1 - NORTH ELEVATION
1/16" = 1'-0"



06 BUILDING 1 - WEST ELEVATION
1/16" = 1'-0"



07 BUILDING 1 - SOUTH ELEVATION
1/16" = 1'-0"

415 EWING STREET - FERRIS, TX 75125

02.22.2016



Moises V. Gonzalez
architect

310 Morene Ave Waxahachie, TX 75165
(c)469.658.9097 moises@mvg-group.com



Moises V. Gonzalez
architect
 310 Morene Ave Waxahachie, TX 75165
 1.469.658.9097

EXHIBIT "B"

ZONING

ALLOWED USES:
 RETAIL, LIGHT MANUFACTURING, PERSONAL OR BUSINESS SERVICE, OFFICE, OFFICE / WAREHOUSE, SCHOOL, CIVIC, ASSEMBLY HALL, THEATRE, AND OR VEHICLE RELATED USE

TOTAL LOT AREA : 139,900 SF (3.212 ACRES)
 PROPOSED FLOOR AREA : 7,500 SF
 LOT COVERAGE : .05%

IMPERVIOUS COVERAGE :
 PAVING : 28,820 SF
 BUILDING : 7,500 SF
 TOTAL : 36,220 SF

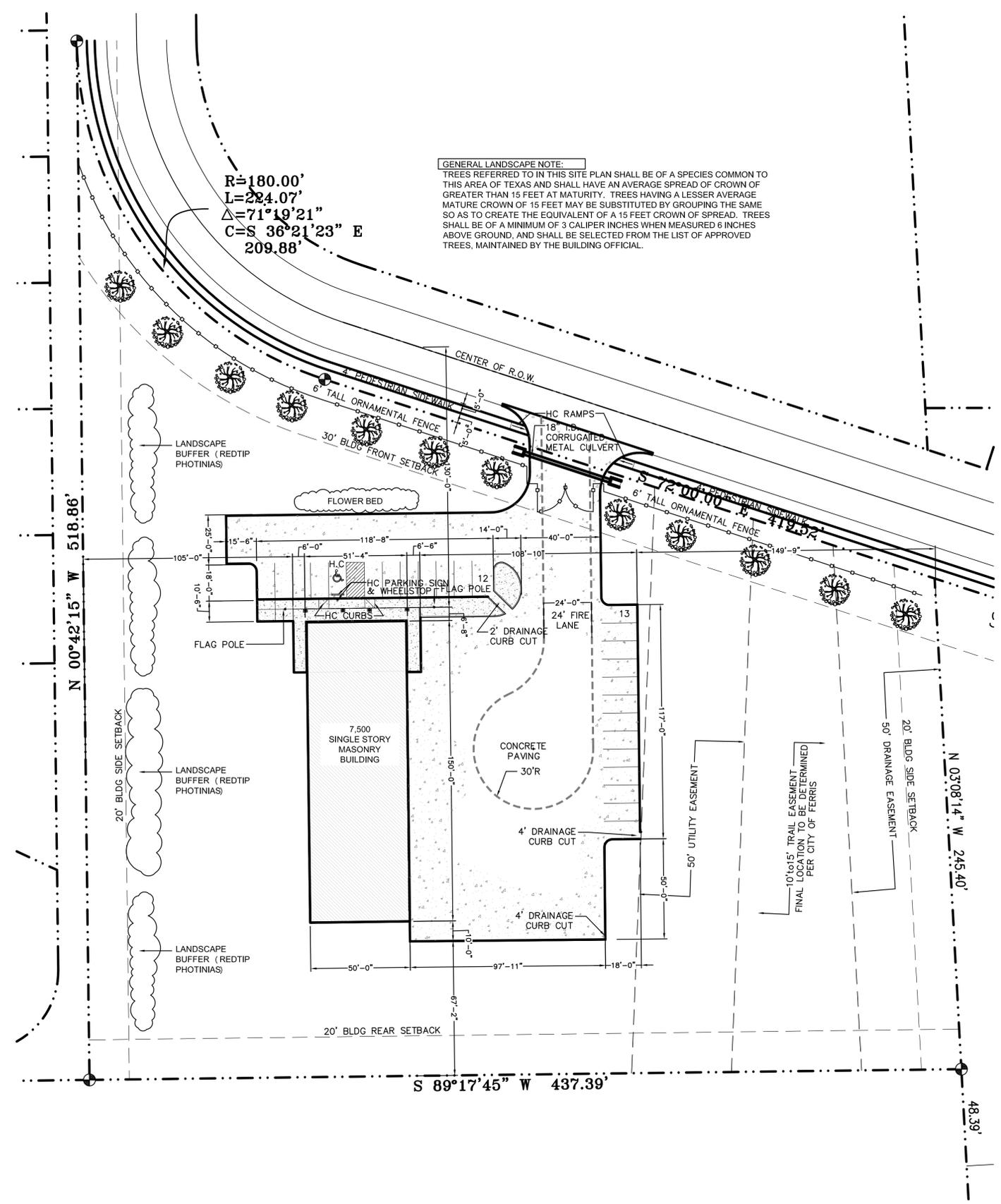
SETBACKS :
 FRONT YARD : 30' BLDG SETBACK
 REAR YARD : 20' BLDG SETBACK
 SIDE YARDS : 20' BLDG SETBACK

NUMBER OF STORIES : 2 STORIES MAX

BUILDING HEIGHT :
 NEW BUILDING ADDITION : 55 MAX

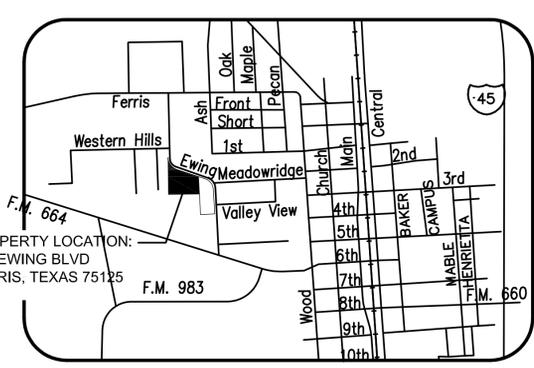
OFF-STREET PARKING :
 PARKING RATIO : 1 SPACE : 350

TOTAL SPACES REQUIRED : 22 SPACES
 TOTAL SPACES PROVIDED : 24 SPACE
 HANDICAPPED ACCESSIBLE : 1 SPACES (VAN)
 TOTAL SPACES : 25 PARKING SPACES



GENERAL LANDSCAPE NOTE:
 TREES REFERRED TO IN THIS SITE PLAN SHALL BE OF A SPECIES COMMON TO THIS AREA OF TEXAS AND SHALL HAVE AN AVERAGE SPREAD OF CROWN OF GREATER THAN 15 FEET AT MATURITY. TREES HAVING A LESSER AVERAGE MATURE CROWN OF 15 FEET MAY BE SUBSTITUTED BY GROUPING THE SAME SO AS TO CREATE THE EQUIVALENT OF A 15 FEET CROWN OF SPREAD. TREES SHALL BE OF A MINIMUM OF 3 CALIPER INCHES WHEN MEASURED 6 INCHES ABOVE GROUND, AND SHALL BE SELECTED FROM THE LIST OF APPROVED TREES, MAINTAINED BY THE BUILDING OFFICIAL.

$R=180.00'$
 $L=224.07'$
 $\Delta=71^{\circ}19'21''$
 $C=S 36^{\circ}21'23'' E$
 $209.88'$



PROPERTY LOCATION:
 415 EWING BLVD
 FERRIS, TEXAS 75125

2 VICINITY MAP NTS

1 PD SITE PLAN - 415 EWING BLVD 1" = 30'-0"

ZONING CASE NUMBER : _____

415 EWING BLVD
 Ferris, TX 75125

No.	Date	Revisions
#1	01.12.2016	FOR BID/PERMIT
#2	07.07.2016	FOR BID/PERMIT

Project No: 15-1105
 Date: 01.12.2016
 Scale:
 Dwg. Name:
PD SITE PLAN

Dwg. No.
A1.00

EXHIBIT "B"

OWNER INFO:
ALLEN NATIONAL INVESTMENTS, LLC
6500 SUBURBY ROAD
PLANO, TEXAS 75042
214 912 0918

CONTRACTOR INFO:
KELLY S. HARRIS
1026 F. M. 660
FERRIS, TEXAS 75125
214 926 7721

PROJECT INFO:
50' X 150' X 16' & 50' X 25' X 12' METAL BLDG.
415 EWING ST
FERRIS, TEXAS 75125

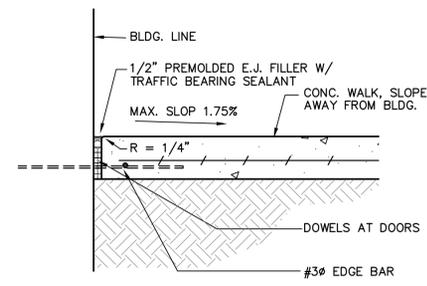
ENGINEER:
RUSSELL HUNN P.E.
403 FALL CREEK DRIVE
RICHARDSON, TEXAS 75080
CONTACT: RUSSELL HUNN
214.535.5275



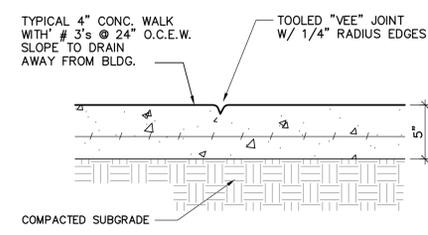
FIRM # 5800
PROJECT NAME:
415 EWING ST
PROJECT NO.:
ISSUE DATE:
01.15.2016
SCALE:
REVISIONS:
#02 02.08.2016

DESCRIPTION:
GRADING SITE PLAN
SHEET NO.:

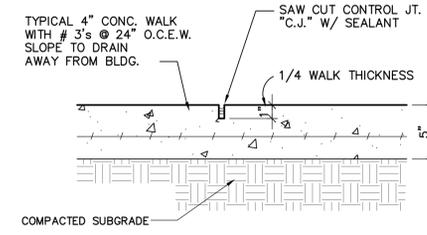
C1.01



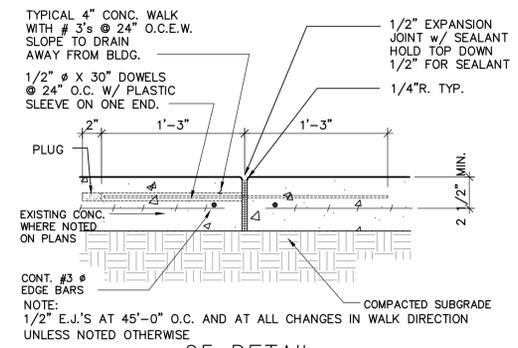
02 DETAIL
SCALE = 1 1/2" = 1'-0"



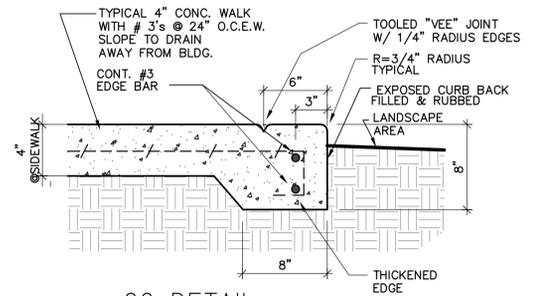
03 DETAIL
SCALE = 1 1/2" = 1'-0"



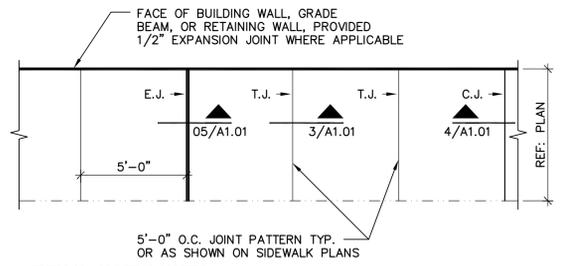
04 DETAIL
SCALE = 1 1/2" = 1'-0"



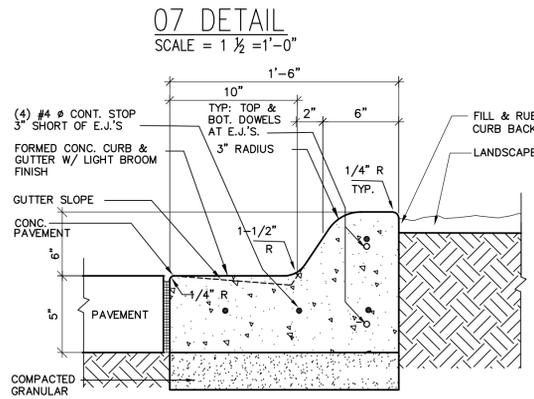
05 DETAIL
SCALE = 1 1/2" = 1'-0"



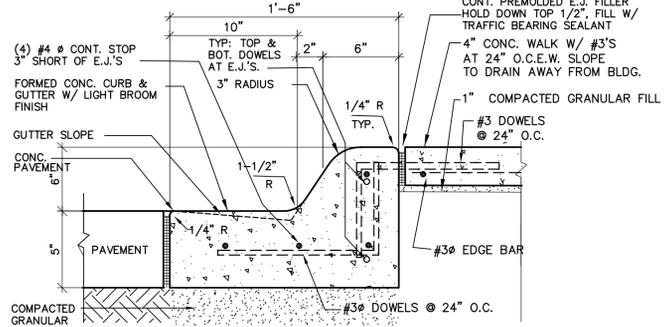
06 DETAIL
SCALE = 1 1/2" = 1'-0"



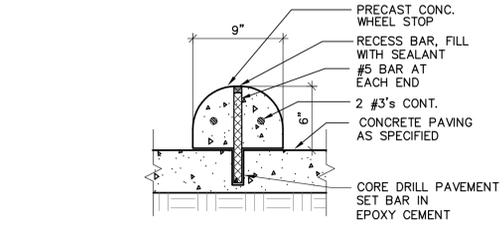
TYPICAL JOINTING NOTES:
1. EXPANSION JOINTS AT 45'-0" AND AT ALL CHANGES IN DIRECTIONS (U.N.O.), CONTROL JOINTS AT 15'-0"
2. TOOLED JOINTS AT 5'-0" O.C. (BETWEEN CONTROL JOINTS AND EXP. JOINTS) (U.N.O.)



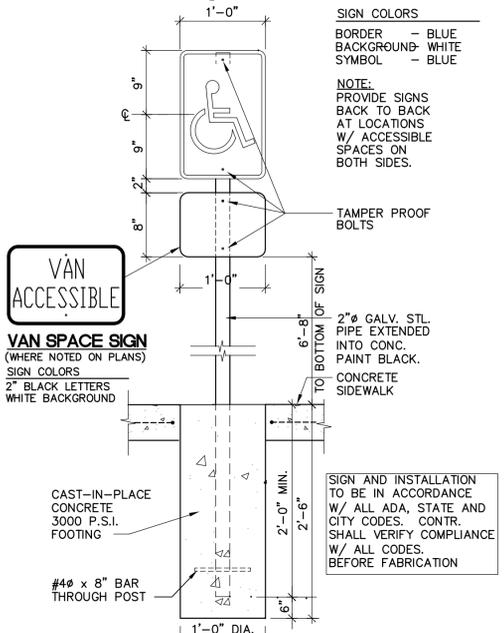
08 DETAIL
SCALE = 1 1/2" = 1'-0"



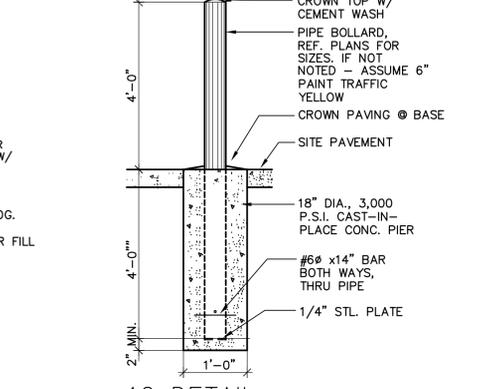
09 DETAIL
SCALE = 1 1/2" = 1'-0"



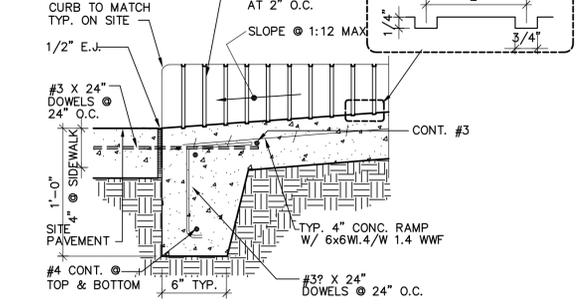
10 DETAIL
SCALE = 1 1/2" = 1'-0"



11 DETAIL
SCALE = 1 1/2" = 1'-0"



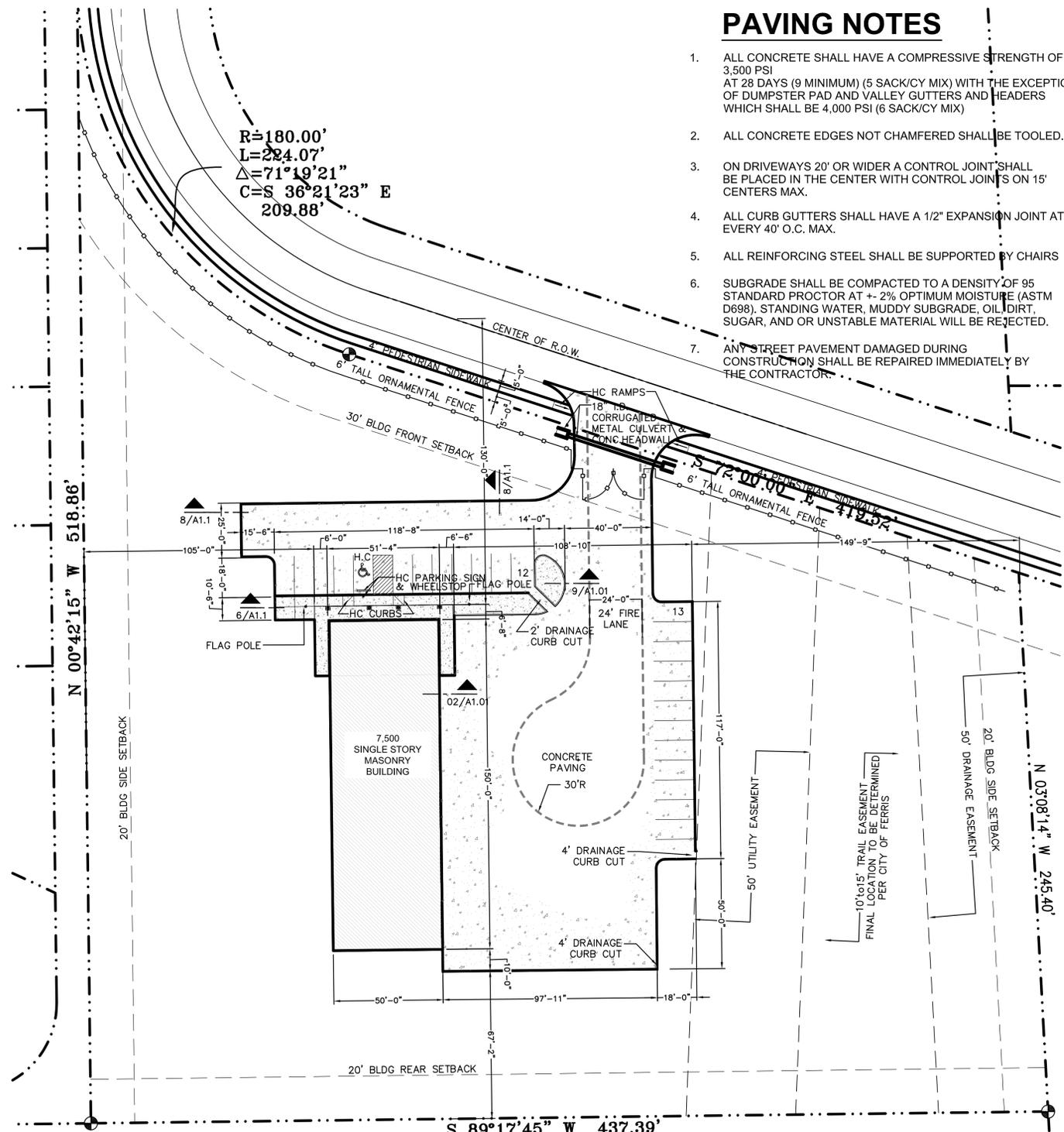
12 DETAIL
SCALE = 1 1/2" = 1'-0"



13 DETAIL
SCALE = 1 1/2" = 1'-0"

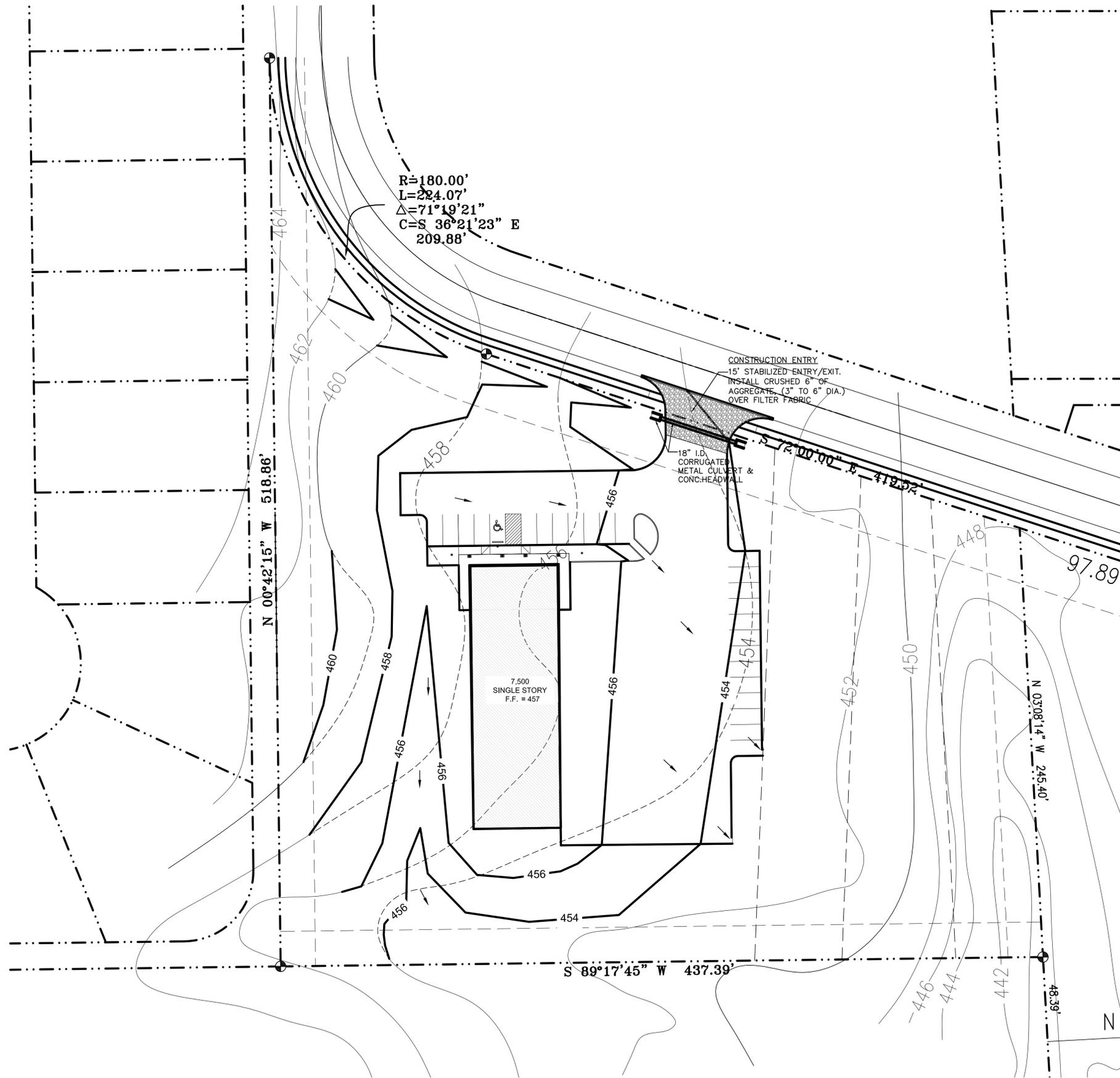
PAVING NOTES

- ALL CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,500 PSI AT 28 DAYS (9 MINIMUM) (5 SACK/CY MIX) WITH THE EXCEPTION OF DUMPSTER PAD AND VALLEY GUTTERS AND HEADERS WHICH SHALL BE 4,000 PSI (6 SACK/CY MIX)
- ALL CONCRETE EDGES NOT CHAMFERED SHALL BE TOOLED.
- ON DRIVEWAYS 20' OR WIDER A CONTROL JOINT SHALL BE PLACED IN THE CENTER WITH CONTROL JOINTS ON 15' CENTERS MAX.
- ALL CURB GUTTERS SHALL HAVE A 1/2" EXPANSION JOINT AT EVERY 40' O.C. MAX.
- ALL REINFORCING STEEL SHALL BE SUPPORTED BY CHAIRS
- SUBGRADE SHALL BE COMPACTED TO A DENSITY OF 95 STANDARD PROCTOR AT +/- 2% OPTIMUM MOISTURE (ASTM D698). STANDING WATER, MUDDY SUBGRADE, OIL, DIRT, SUGAR, AND OR UNSTABLE MATERIAL WILL BE REJECTED.
- ANY STREET PAVEMENT DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR.

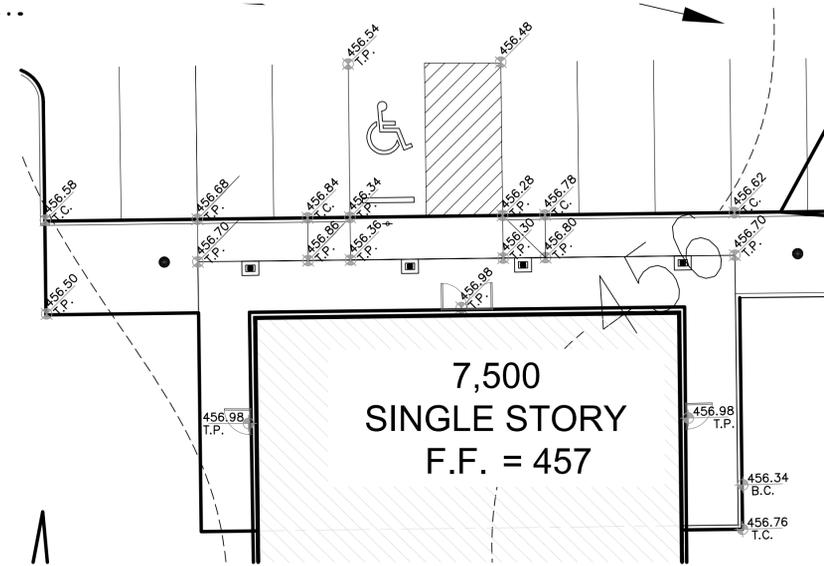


PAVING SITE PLAN
SCALE = 1:30

EXHIBIT "B"



GRADING SITE PLAN
SCALE = 1:30



ENLARGED PLAN
SCALE = 1:10

OWNER INFO:
ALLEN NATIONAL INVESTMENTS, LLC
6500 SUBBURY ROAD
PLANO, TEXAS 75042
214 912 0918

CONTRACTOR INFO:
KELLY S. HARRIS
1026 F. M. 660
FERRIS, TEXAS 75125
214 926 7721

PROJECT INFO:
50' X 150' X 16' & 50' X 25' X 12' METAL BLDG.
415 EWING ST
FERRIS, TEXAS 75125

ENGINEER:
RUSSELL HUNN P.E.
403 FALL CREEK DRIVE
RICHARDSON, TEXAS 75080
CONTACT: RUSSELL HUNN
214.535.5275



PROJECT NAME	415 EWING ST
PROJECT NO.:	-
ISSUE DATE:	01.15.2016
SCALE:	-
REVISIONS:	#02 02.08.2016
DESCRIPTION:	GRADING SITE PLAN

SHEET NO.:
C1.02

FIRM # 5800

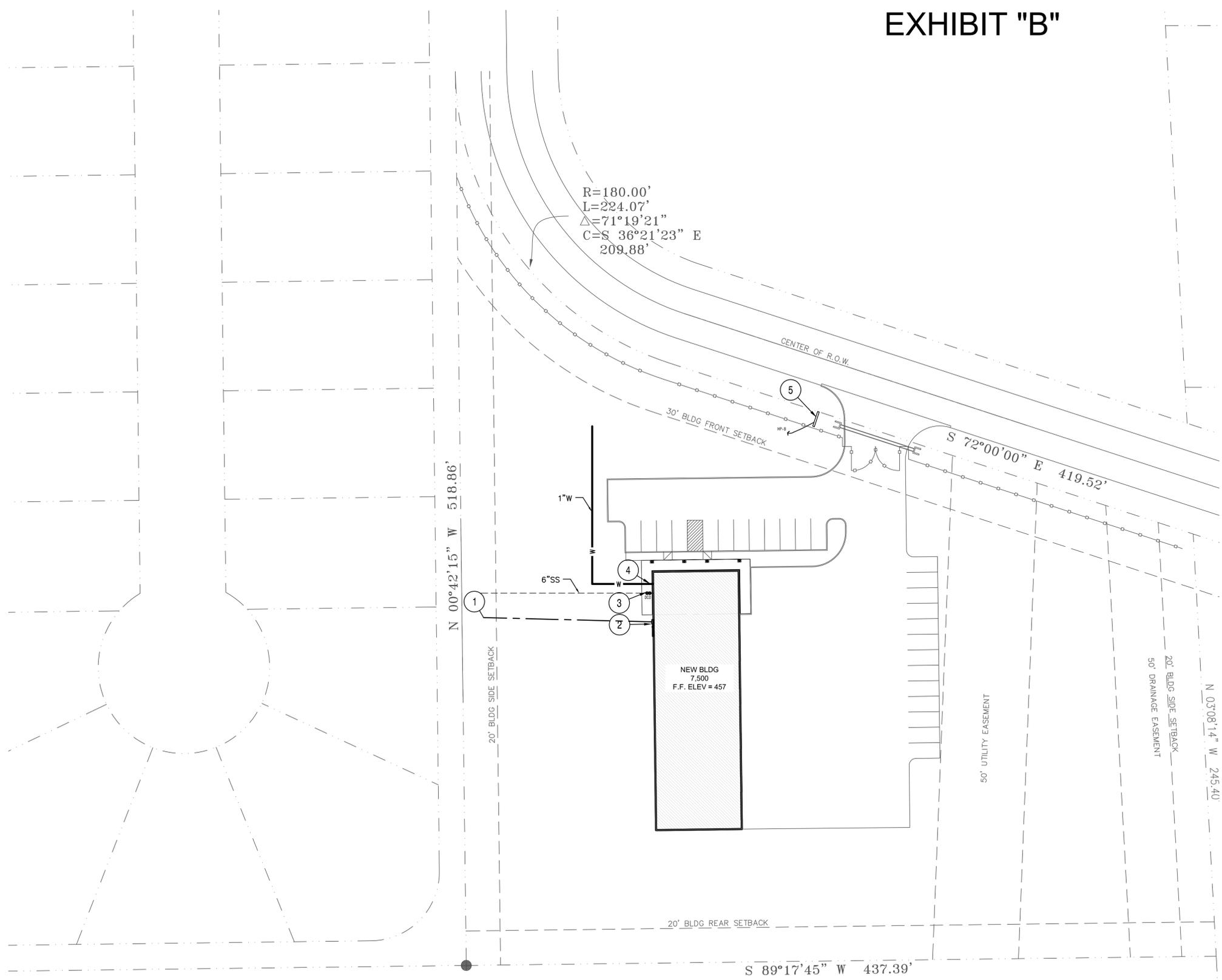
EXHIBIT "B"

NOTES BY SYMBOL	
1	EXISTING POWERPOLE - ASSUMED 120/240V SINGLE PHASE/3W OVERHEAD ELECTRIC SERVICE DROP; EXTEND (2) 4" WITH 3#750 MCM TO NEW SERVICE TAP CAN NOTED 2; PROVIDE FOR 600 AMP BUILDING SERVICE. FIELD VERIFY EXACT LOCATION WITH LOCAL ELECTRIC POWER SUPPLY COMPANY; COORDINATE MOVE WITH LOCAL ELECTRIC UTILITY COMPANY PRIOR TO BID. VERIFY POWER WITH ELEC. CO.
2	NEW TAP CAN AND WIREWAY FOR FUTURE TENANT ELECTRICAL SERVICE. REFER TO ELECTRICAL RISER DIAGRAM.
3	6" SS BELOW GRADE IN LEAVOUT, NUMBER INDICATED IN (I) IS INVERT ELEVATION IN INCHES. REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.
4	APPROXIMATE LOCATION OF NEW DOMESTIC WATER RISE UP INTO JOIST SPACE.
5	APPROXIMATE LOCATION OF NEW LIT MONUMENT SIGN.



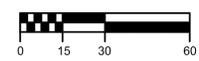
MVG
 Moises V. Gonzalez
architect
 310 Morene Ave Waxahachie, TX 75165
 1.469.658.9097

415 EWING BLVD
 Ferris, TX 75125



1 SITE PLAN - MEP

1" = 30'-0"



No.	Date	Revisions
	01.12.2016	FOR BID/PERMIT
#2	07.07.2016	FOR BID/PERMIT

Project No: 15-1105
 Date: 01.12.2016
 Scale:
 Dwg. Name:
MEP SITE PLAN

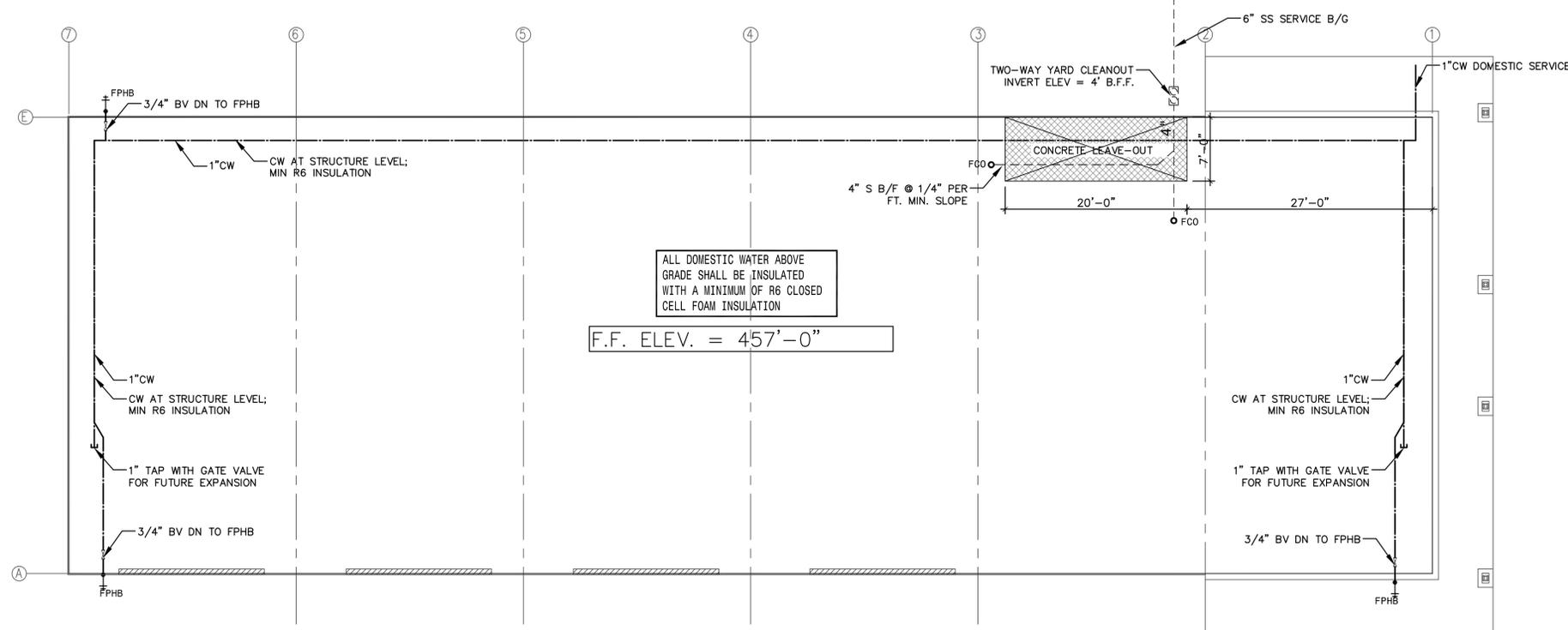
Dwg. No.
MEP1.01



Moises V. Gonzalez
architect
310 Morene Ave Waxahachie, TX 75165
1.469.658.9097

415 EWING BLVD
Ferris, TX 75125

EXHIBIT "B"

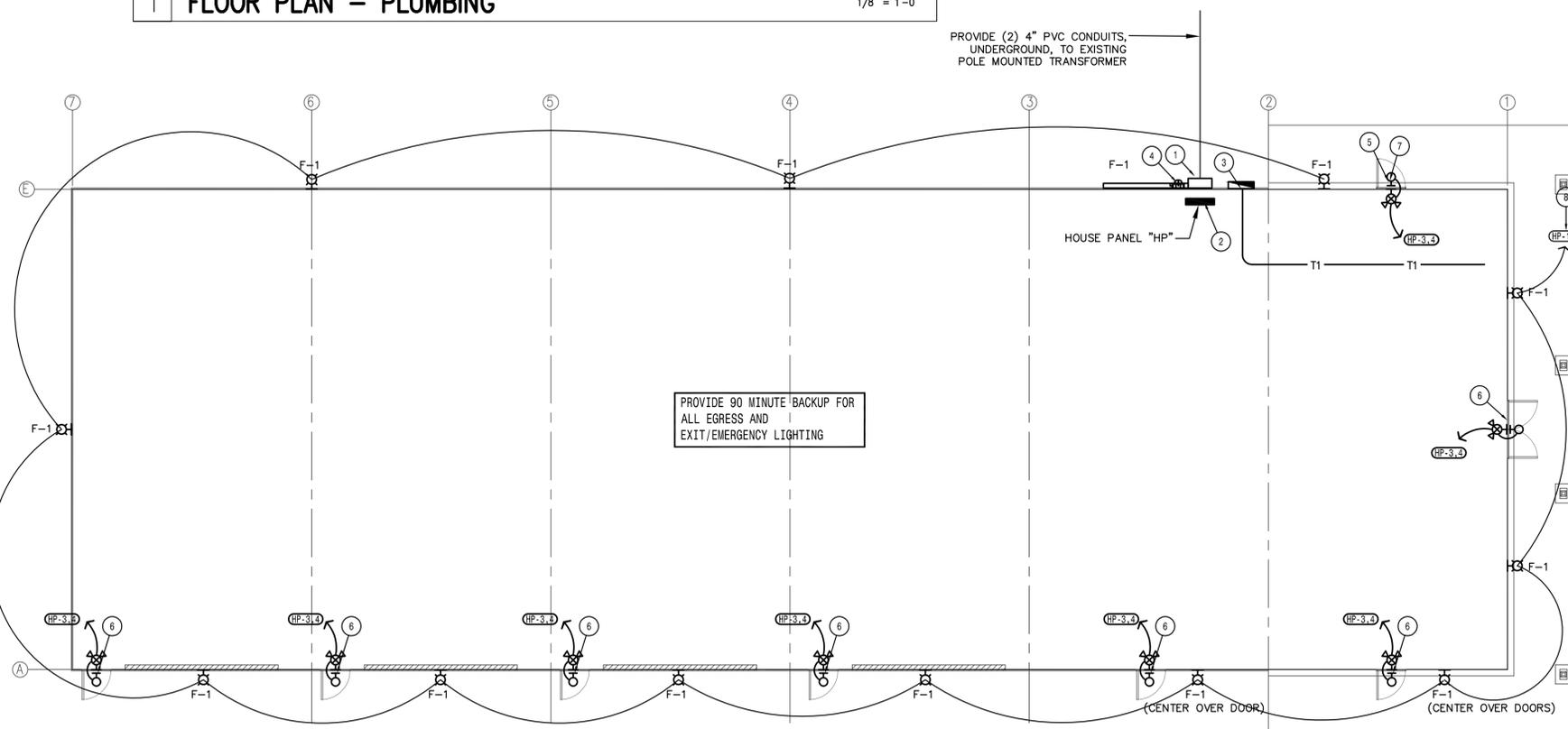


GENERAL NOTES

- APPROVED MATERIALS: PEX PVC OR EQUAL AS APPROVED BY THE CITY

1 FLOOR PLAN - PLUMBING

1/8" = 1'-0"



1 FLOOR PLAN - ELECTRICAL

1/8" = 1'-0"

GENERAL NOTES

- ALL BRANCH CIRCUIT WIRING SHOWN ON THIS SHEET SHALL BE MINIMUM #10 AWG. UNG

NOTES BY SYMBOL

Symbol	Description
1	NEW ELECTRICAL SERVICE, REFER TO ELECTRIC RISER DIAGRAM
2	NEW PANEL "HP" 600A MLO 120/240V/1Ø/3W
3	NEW TELEPHONE TERMINAL BY TELEPHONE CO., EXTEND 1" CONDUIT WITH PULLWIRE INTO FUTURE OFFICE SPACE. COORDINATE WITH OWNER TERMINATION LOCATION.
4	TIMECLOCK MTD BESIDE PANEL HP-1 FOR LIGHTING CONTROL. PROVIDE PHOTOCELL MTD ON UNSHADED NORTH SIDE OF BUILDING; PHOTOCELL TIMECLOCK OFF.
5	EXIT LIGHTS WITH EMERGENCY HEADS; SELECTED BY OWNER FURNISHED AND INSTALLED BY E.C. (TYP)
6	EGRESS LIGHTS; SELECTED BY OWNER FURNISHED AND INSTALLED BY E.C. (TYP)
7	ALL LIGHT FIXTURES TO BE SELECTED BY OWNER, INSTALLED AND FURNISHED BY E.C. (TYP)
8	INDICATES PANEL AND CIRCUIT FOR ELECTRICAL CONNECTION (TYP)

GENERAL NOTES:

- WORKMANSHIP SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE AND ALL OTHER LOCAL CODES AND ORDINANCES.
- COORDINATE ALL WORK WITH OTHER TRADES.
- ELECTRICAL CONTRACTOR TO MAKE ALL FINAL ELECTRICAL CONNECTIONS TO ELECTRICAL AND MECHANICAL EQUIPMENT.
- PATCH ALL CUTTING OR DRILLING OF EXISTING FINISHED WALLS, CEILINGS, OR FLOORS.
- ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL MOTOR STARTERS AND THERMAL UNITS EXCEPT THOSE FURNISHED AS PART OF PACKAGED AIR CONDITIONING EQUIPMENT.
- CONTRACTOR SHALL INSTALL RIGID METAL CONDUIT WRAPPED WITH 3-M CORROSIVE RESISTANT TAPE WHEN CONVERTING FROM UNDERGROUND OR UNDER SLAB PVC CONDUIT TO ABOVE GROUND METAL CONDUIT.

No.	Date	Revisions
	01.12.2016	FOR BID/PERMIT
#2	07.07.2016	FOR BID/PERMIT

Project No: 15-1105

Date: 01.12.2016

Scale:

Dwg. Name:

MEP PLUMBING &
MEP ELECTRICAL
PLAN

Dwg. No.

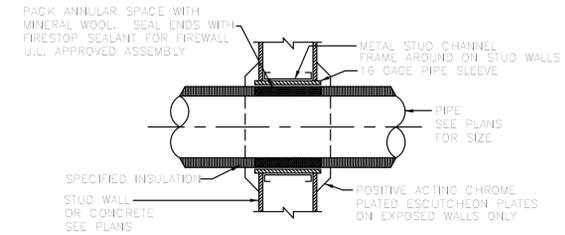
MEP1.02



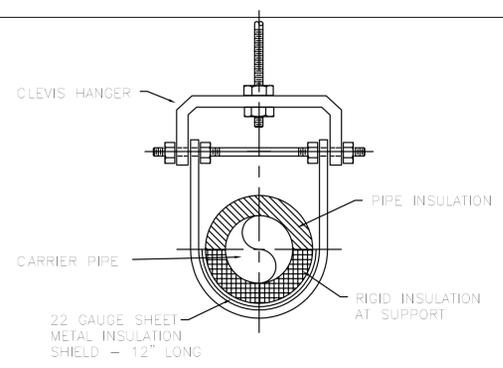
Moises V. Gonzalez
architect
310 Morene Ave Waxahachie, TX 75165
1.469.658.9097

415 EWING BLVD
Ferris, TX 75125

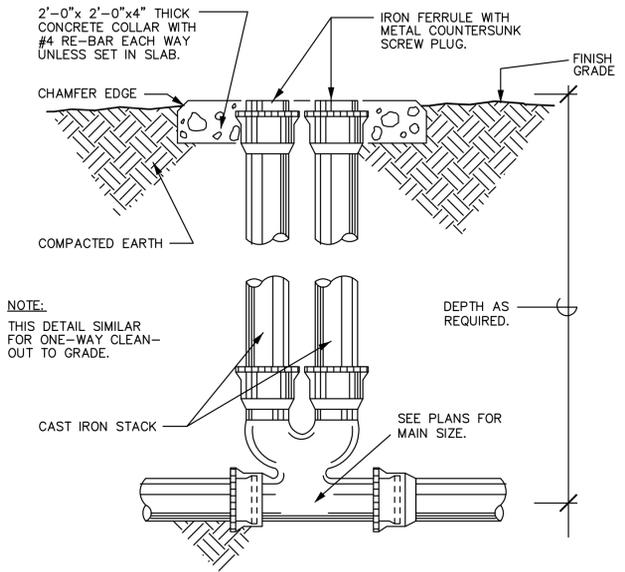
EXHIBIT "B"



PIPE THROUGH WALL DETAIL
NO SCALE

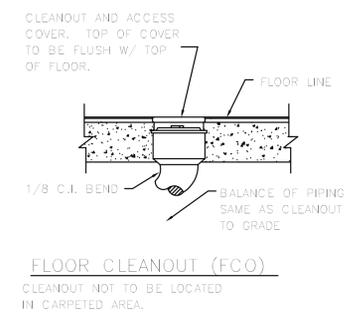


PIPE HANGER DETAIL FOR ALL INSULATED PIPING
NO SCALE

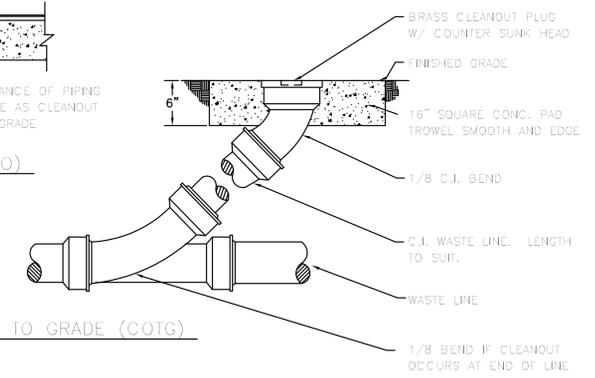


DOUBLE CLEANOUT DETAIL
NOT TO SCALE

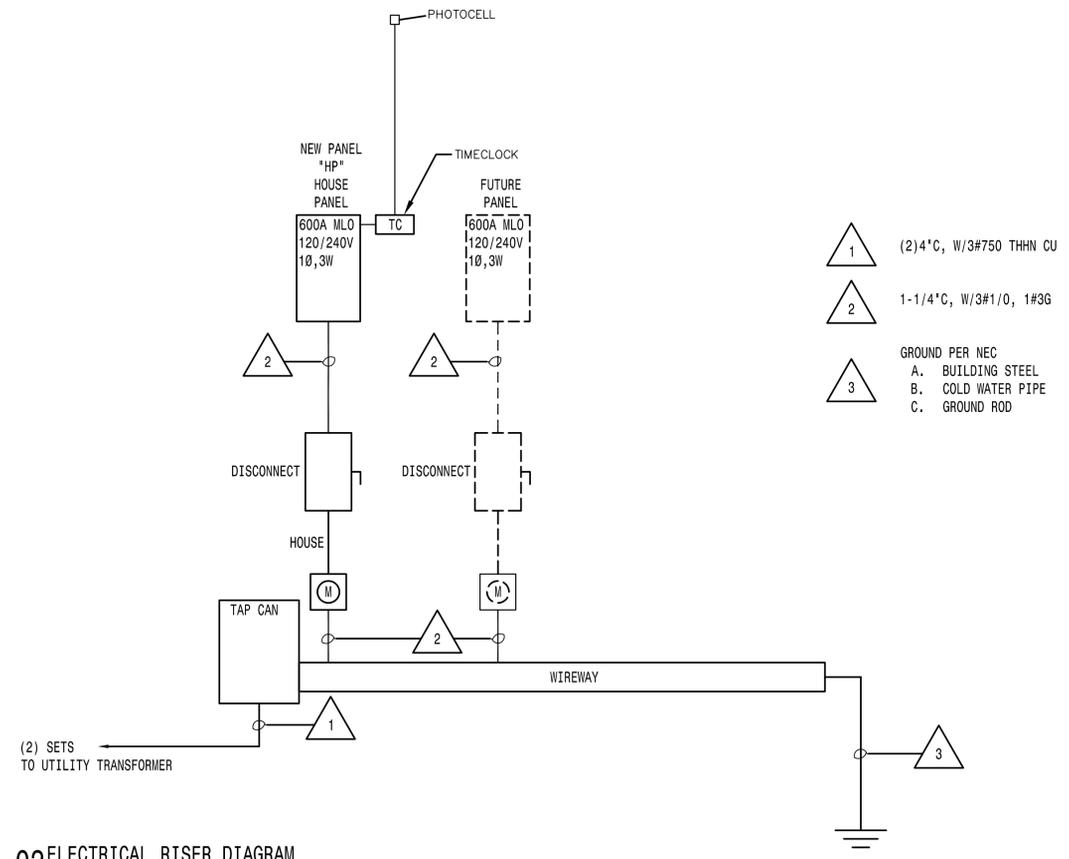
PANEL		HP	PHASE	1	VOLTS	120/240V	
TYPE		MLO	AMPS	600	MAIN	600	
LOCATION		INT. SW OFFICE	MOUNTING	SURFACE	A.I.C.	10,000	
AMPS	POLE	ITEM-LOCATION	CIR. WATTS	MISC.	C.O.	LT'S	CIR. NO
30	2	EXT. BLDG LIGHTING	1800			9	1
30	2	EXT. BLDG LIGHTING	1800			9	2
20	1	EGRESS LIGHTING	1500			10	3
20	1	EGRESS LIGHTING	1500			10	4
20	1	IRRIGATION	1200			1	5
20	1	BLDG SIGNAGE	1200			1	5
20	1	FLAG POLE LIGHT	600			1	6
20	1	FLAG POLE LIGHT	600			1	7
20	1	MONUMENT SIGN	600				8
							9
							10
							11
							12
							13
							14
							15
							16
							17
							18
							19
							20
TOTAL CONNECTED LOAD			9600 W / 9.6KW	BRANCH BREAKER A.I.C.		10,000	
				AMPACITY @ 125%		35A	



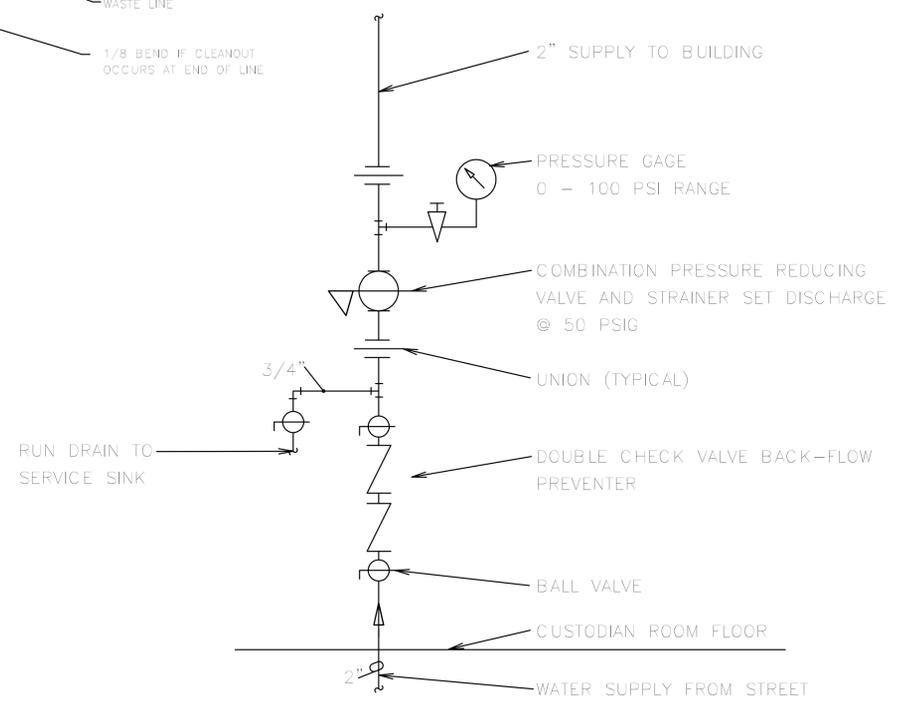
FLOOR CLEANOUT (FCO)
CLEANOUT NOT TO BE LOCATED IN CARPETED AREA.



CLEANOUT TO GRADE (COTG)
CLEANOUT DETAILS
NO SCALE



02 ELECTRICAL RISER DIAGRAM
SCALE: NTS



VERTICAL WATER PRESSURE REDUCING STATION DETAIL
NO SCALE

No.	Date	Revisions
#2	07.07.2016	FOR BID/PERMIT
#1	01.12.2016	FOR BID/PERMIT

Project No: 15-1105
Date: 01.12.2016
Scale:
Dwg. Name: MEP DETAILS

Dwg. No. MEP1.03

EXHIBIT “C”

Retail Establishment – An indoor establishment that offers new or used merchandise to the general public. This use shall not include any vehicle or equipment sales, pawn shops, or the sale of any hazardous material, gas, or chemical.

Light Manufacturing Facility – An indoor facility that manufactures raw or finished goods without the use of any waste emitting devices or processes.

Personal or Business Service – An establishment that offers personal or business services on site. Services may include among others: barber, beautician, reprographics, Tax Service, Dry Cleaning, Doctor’s Office, or other similar services.

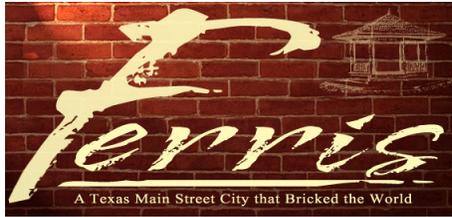
Office or Office / Warehouse – An establishment that provides office space for employees to conduct business where no goods or services are offered for sale on site. A portion of the building may be used as a warehouse for storage of merchandise and/or service equipment. Outdoor storage is allowed when fully screened behind the front building line.

School – An establishment that offers educational or physical training instruction to students or provides day care services for children under the age of 18.

Civic Building – A building used for any civic, religious, or governmental organization purpose.

Assembly Hall or Theatre – An establishment that offers space to hold events, or display motion pictures or live performances to an audience. This use shall not include any adult oriented uses.

Vehicle Related Use – A shop that offers wrecker, vehicle storage, and/or repair services for light automobiles, ATV’s, Small Watercraft, RV’s, and light equipment. This use does not include the repair or storage of heavy equipment, tractor-trailers, or any other vehicle or equipment that cannot be stored indoors when disassembled. Outside storage of assembled vehicles and equipment is permitted behind the front building line when fully screened. No parts may be stored outdoors for more than 24 hours. Sales of light automobiles, ATV’s, Small Watercraft, RV’s, and light equipment shall be allowed subsequent and accessory to the main use and may not occupy any required parking.



City of Ferris

AGENDA ITEM REPORT

Meeting Date:	3-7-2016
Department:	Finance
Submitted By:	Melissa Gonzalez
Previously Reviewed By:	
Item Type:	<input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action
Budgeted Expense:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____

Attachments:

Annual Financial Report for the Fiscal Year Ended September 30, 2015

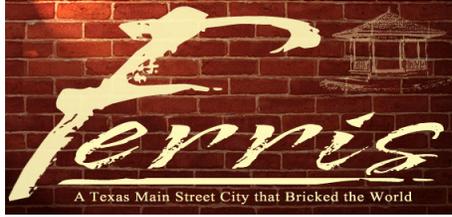
Discussion / Justification:

Yeldell, Wilson & Co., P.C. has completed the Annual Financial Report for the Fiscal Year Ending September 30, 2015. A copy of the financial report and a letter dated February 26, 2016 from the auditors was placed in your packet for your review.

Mr. Greer Yeldell of Yeldell, Wilson & Co, P.C. is in attendance today and will present the report to you and answer any questions you may have.

This is an action item that will require a vote to accept the report.

Recommendation / Staff Comments:
I recommend approval to accept the annual financial report for the fiscal year ending September 30, 2015.
Motion(s):
I make a motion to accept the annual financial report for the fiscal year ending September 30, 2015.



City of Ferris

AGENDA ITEM REPORT

Meeting Date:	3-7-2016
Department:	City Hall
Submitted By:	Destiny Wright
Previously Reviewed By:	
Item Type:	<input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action
Budgeted Expense:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____

Attachments:

Information packet about the "At-Risk After School Program"
 Scout House Reservation Rules and Regulations
 Minutes from May 18, 2015 City Council meeting

Discussion / Justification:

Terasa Sneed and Diane Lankford are in attendance tonight to request your approval to use the Scout House as a second location for an at-risk after school program. Information on the program is attached in the packet.

Also attached, for informational purposes only, are the Scout House Reservation Rules and Regulations and the Minutes from the May 18, 2015 City Council meeting. Please note that Scout House Rentals are based on a full day of use. All rentals require a pre-inspection and post-inspection by the Public Works Department.

Recommendation / Staff Comments:
No recommendation.
Motion(s):
I, _____, move to allow the at-risk after school program use of the Scout House Monday through Friday beginning now through February 1, 2018. I, _____, move to table the item. I, _____, move to deny the request to use the Scout House for an at-risk after school program.

**AT-RISK
AFTER
SCHOOL
PROGRAM**

Mission Statement

Provide a safe, positive, and fun place for students to experience mentoring and educational opportunity as well as receive a balanced and nutritious meal every day.

The Need

- A majority of juvenile crime takes place after school and before parents have returned from work.
- Students involved in extra-curricular group activities after school tend to perform better behaviorally and academically.

Meeting the Need

Samaritan Miracles provides an after school program offered Monday-Friday afternoons. Samaritan Miracles students have access to mentoring, homework help, team building leadership activities, fun games, and a free meal.

Our Purpose

- Help students make positive life choices
- Train students to make and maintain quality relationships
- Decrease juvenile crime
- Improve grades
- Strengthen leadership, teaching, and organizational skills of our volunteers
- Increase awareness to community parents, students of our program
- Increase student grades
- Increase student nutrition

Short Term Goals

Long Term Goals

- Increase academic achievement and grades for participating students
- Decrease area juvenile crime
- Seek positive program evaluation
- Expand program capacity

Introduction

Samaritan Miracles is a new start-up afterschool program that provides both nutrition and enrichment all as one innovative entity. The community, parents, and the students will benefit greatly from this program. The national trend indicators show that activity and engagement of latch-keys kids reduces crime for youth that are determined to be at-risk, low to moderate income, and are housed by a single parent.

Vision

By identifying their personal skills and creative talents, students will expand their vision of what they are able to achieve and as a result increase their personal capacity for leadership.

Program Snapshot

The Samaritan Miracles Program offers youth a precious opportunity to develop their unique identities and build skills that benefit them a lifetime. It's a valuable resource during after school hours before parents return home from work, when few community resources for activities or supervision are available. Up to 100 youth will receive instruction in various disciplines on Monday- Friday from 4:00-6:00 pm. Youths also receive messages about personal health and wellness, homework help, snacks, and insight from professional teachers, volunteers, and social workers. The program is to be operated during the fall and spring semesters.

CACFP Sponsor:

FP Assistance

Houston TX

Contracted Name: SOA Community Service Center

Program Director- Terasa Sneed

Food Vendor: Samaritan Miracles

Management Services- Diane Lankford

National Trend

Nearly 35% of 12-year olds nation-wide are home alone after school, often due to the expensive cost of "latch key" and other after school programs. Kids left home alone after school are far more likely to use alcohol, tobacco, and drugs and engage in criminal and high-risk behavior than kids who have adult supervision. Communities across the nation are making large investments in teen after school programs, including L.A. and Chicago, but resources for such programs are still not meeting the need.

Need for Teen Resources in DFW

There is a demonstrated need for teen resources and services in the immediate service area of Dallas, specifically the Southern sector. This information was obtained from the Dallas County Juvenile Department, Dallas Independent School District, and the City of Dallas. These sources also indicated the number of at-risk youth also dominate the service area.

Desired Outcomes

1. Students acquire and enhance their skills and abilities
2. Students produce a project that demonstrates their creative abilities
3. Students learn about and understand lifestyles that promote health and emotional wellness
4. Student gain more confidence and ability to focus
5. Students develop more receptivity to instruction and guidance

Target and Location

The program targets youths ages 3-18 in the Ellis and Dallas service area.

Health and Wellness Instruction

Fifteen-30 minutes each day is reserved for health and wellness instruction and information.

- Physical fitness
- Nutrition
- Drug-alcohol avoidance
- Importance of post-secondary schooling
- Positive leisure activities

Homework Help

30-45 minutes each day is reserved for homework. Teachers and volunteers work personally with students on their current assignments. The program coordinator maintains communication with students' schools and ensures teachers and volunteers address students' personal needs.

Samaritan Miracles Program Outcome Objectives:

- Self-discovery projects that culminated in rousing public performances.
- Self-designed goals through which students discovered their unique talents and abilities.
- Demonstrated understanding of the concept of leadership.
- Free after school resources that are educational and fun alternatives to street life.

Samaritan Miracles Location:

Scout House
514 South Mable St. Ferris TX 75125 (*Being Requested*)

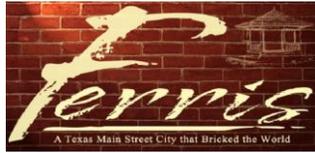
Supper served at 3:45-4:45

Enrichment time

Samaritan Miracles
1205 FM 780 Ferris TX 75125 (Operating since 2/1/16)

Supper served at 4:30-5:30

Enrichment time



Scout House Reservation Rules and Regulations

The purpose of this policy is to establish the criteria and procedures under which the Scout House may be used for personal or business functions. The private use of this facility is a privilege given by the City, therefore, the following “Rules and Regulations” must be agreed upon before permission to use the facility is granted and the user agrees to abide by City Ordinances. Non-adherence may result in forfeiture of all or a portion of deposit. The user will be held responsible for damage and adherence to regulations. No organization or group is granted exclusive use of the facility and there will be no permanent storage of any group’s possessions inside the facility.

SCOUT HOUSE HOURS

All rentals are based on a full day of use.

Sunday through Thursday	8 a.m. – 10 p.m.
Friday & Saturday	8 a.m. – Midnight

RESERVATIONS

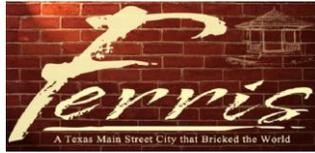
Reservations and payment of fees is a two-step process and must be made in person, Monday through Friday, 8a.m. - 5p.m.

- | | | | |
|------------------|---|----------|---|
| 1. Reservations: | Ferris City Hall
100 Town Plaza
Ferris, TX. 75125 | 2. Fees: | City of Ferris Finance
104 S. Central
Ferris, TX. 75125 |
|------------------|---|----------|---|

FEES

After completing the reservation, applicants will be directed to Ferris Finance for payment of fees. Damage deposits must be paid in cash. Daily rental fees and cleaning fees may be paid with cash, check or credit card. Non-profit organizations located in the City of Ferris are exempt from all fees.

	Ferris Resident/Business	Non-Resident/Business
Daily Rental Fee	\$200.00	\$250.00
Cleaning Fee (Non-Refundable)	\$25.00	\$25.00
Damage Deposit	\$150.00	\$200.00



RULES AND REGULATIONS

Ferris residents must produce a City of Ferris water bill and a valid Texas Drivers License or ID card showing residency within the Ferris city limits. A Ferris business wishing to hold a company function needs to provide a written request on company letterhead. Non-residents must present a valid Texas Driver's License with Daily Rental Fee and Damage Deposit. The City reserves the right to waive any and all fees for approved civic/youth organizations.

Reservations shall be made on a first come – first serve basis. The rental fee, cleaning fee, and damage deposit are required at the time of the reservation.

Decorations may not be affixed to the building using glue, tacks, rope, screws, bolts, nails, or duct tape. The City must approve any exceptions in writing.

No cooking is permitted in the Scout House. There is a microwave for heating prepared foods but no other propane or electric appliances are permitted.

No alcoholic beverages will be allowed in or around the building. There are no exceptions. Violators are subject to fine or arrest.

No smoking will be allowed in the building. There are no exceptions.

The building may be rented by a person or entity one time per quarter. At the discretion of the City Manager, businesses, groups, or individuals abusing the use of the Scout House will forfeit future use of the building.

RESERVATION AND CANCELLATION POLICY

Reservations are guaranteed when the reservation permit is completed, all fees paid, and approved by the City. Reservations must be made by an adult at least 21 years of age. A one day cancellation notice is required to receive damage deposit refund.

CLEAN UP

Scout House renters are responsible for reasonable cleanup, which includes depositing all paper, plastic, and food items into trash receptacles outside of the building. Trash bags will be provided. The building area must be left clear of litter and other debris, and



cleanup must be completed within the time period of the reservation agreement. The mandatory cleaning fee covers vacuuming and cleaning of floors. The City staff will inspect the building and grounds to verify compliance. Failure to comply will result in forfeiture of deposit.

CITY RIGHTS

The City reserves the right to waive any and all fees. The City has the right to make exceptions to any of the rules and regulations. Maximum occupancy is 100.

LIABILITIES

The individual making the reservation shall assume liability for damages to building and will be billed accordingly.

The individual, group, or organization using the building shall obey all rules and regulations, both written and verbal, and shall not hold the City of Ferris or any of its representatives liable for any injury sustained while using the facility.

HOLD HARMLESS CLAUSE

USER HEREBY AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, IN BOTH THEIR OFFICIAL, AND INDIVIDUAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE PURSUANT TO THIS AGREEMENT, OR OCCURRING ON OR ABOUT THE PROPERTY; AND USER WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY FROM ALL SUCH CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY OF ANY KIND.

**STATE OF TEXAS
COUNTY OF ELLIS**

**THE FERRIS CITY COUNCIL MET IN A REGULAR SESSION
MAY 18, 2015 AT 6:00 P.M. IN THE COUNCIL CHAMBERS
LOCATED AT 215 W. SIXTH STREET, FERRIS, TEXAS.**

MEMBER ATTENDANCE		
Mayor	Micheal Driggars	P
Mayor Pro Tem	James Starr	P
Alderman, Place 2	Jay Walsh	P
Alderman, Place 3	Angela Bruner	P
Alderman, Place 4	Gary Ross	P
Alderman, Place 5	Carol Wright	P

<i>Newly Elected</i>		
Alderman, Place 3	Bobby Lindsey	P

STAFF ATTENDANCE		
City Manager	Dennis Burn	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	P
Chief Building Official	Bill Jordan	P
Police Chief	Sam Love	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 Alderman Ross.

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

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

CONSENT AGENDA

- 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.**

- **Minutes of May 4, 2015 City Council meeting**
- **Expenditures for the period ending May 1, 2015**

Mayor Pro Tem Starr moved to approve the Consent Agenda. Seconded by Alderman Walsh. For: Starr, Walsh, Bruner, Wright. Against: Ross. Motion carried 4-1-0.

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.**

Paul Martinez, local Boy Scout leader, expressed his concerns regarding Scout House rental availability. Mr. Martinez requests that the local Scouts receive priority when it comes to Scout House rentals.

Mayor Driggars sent Mr. Martinez a letter on May 21, 2015 informing him that the local Scouts will continue to have priority. Mr. Martinez needs to contact City Hall with rental reservation dates.

PRESENTATION

5. **Presentation of “Certificates of Appreciation” to Earth Day volunteers.**

Economic Development Coordinator, Chuck Dart, presented certificates to the following: Boy Scouts of America Troop 206, Brookshire Brothers – Ferris, C&M Business Services, Covenant Church of Ferris, Digital Verdict, Inc., East Texas Pinnacle Properties, Ellis County Constable Precinct 1, Ellis County Master Gardeners, Ferris Auto Supply and Hardware, Ferris Family Dentistry, Ferris Garden Club, Ferris Historical Society, Ferris Intermediate School, Ferris Intermediate School PTO, First Baptist Church of Ferris, Home Depot – Mesquite, Indian Trail Master Naturalists, Let’s Be Koi, McDonald Elementary School, Ferris High School National Honor Society, Orr’s Live Petting Zoo, Over a Barrel, Pizza Hut – Ferris, SAGU Missions, Walmart – Seagoville, Waste Management, and Youths Making a Difference.

RECOGNITION

6. **Recognition of the recent college graduation of Bill Jordan, Chief Building Official.**

City Secretary Wright informed the Mayor and Council that Mr. Jordan has obtained his Master of Science in Management and Leadership from the College of Business Administration from Tarleton State University.

COUNCIL BUSINESS

7. **Canvass votes for the City of Ferris General Election held May 9, 2015.**

Mayor Driggars and Council canvassed the votes for the May 9, 2015 General Election.

8. **Discussion, consideration and action as may be appropriate regarding Resolution No. R-15-185 declaring the results of the City of Ferris General Election held May 9, 2015.**

Alderman Ross moved to approve Resolution R-15-185. Seconded by Mayor Pro Tem Starr. For: Unanimous. Motion carried 5-0-0.

9. **Mayor to issue Certificates of Election to the newly elected members of Council: Alderman, Place 2 – Jay Walsh, Alderman, Place 3 – Bobby Lindsey, and Alderman, Place 5 – Carol Wright.**

Mayor Driggars issued Certificates of Election to the newly elected members of Council: Alderman, Place 2 – Jay Walsh, Alderman, Place 3 – Bobby Lindsey, and Alderman, Place 5 – Carol Wright.

10. **Swear in newly elected members of Council.**

City Secretary Destiny Wright administered the Oath of Office to the newly elected members of Council.

11. **Election of a Mayor Pro Tem.**

Alderman Ross moved to nominate Jay Walsh for the position of Mayor Pro Tem. Seconded by Alderman Wright. For: Unanimous. Motion carried 5-0-0.

EXECUTIVE SESSION

12. **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.**

- **Discussion regarding the resignation of Dennis Burn, City Manager/Public Works Director, and a transition plan for replacement and all matters related thereto.**

13. **Adjourn the Public Meeting.**

Mayor Driggars adjourned the public meeting at 6:27 P.M.

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

- **Discussion regarding the resignation of Dennis Burn, City Manager/Public Works Director, and a transition plan for replacement and all matters related thereto.**

15. **Reconvene into Open Session.**

Mayor Driggars reconvened into open session at 7:01 P.M.

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

Alderman Ross moved to appoint Mayor Driggars as the Interim City Manager. Seconded by Alderman Wright. For: Unanimous. Motion carried 5-0-0.

Mayor Driggars will serve as Interim City Manager until a new City Manager is hired. City Secretary Wright was directed to advertise the job posting and start accepting applications at City Hall.

CLOSING

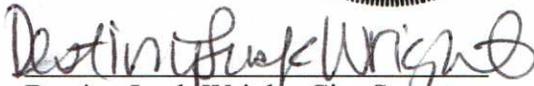
17. **Adjourn.**

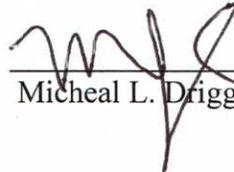
Alderman Wright moved to adjourn the meeting. Seconded by Alderman Ross.
For: Unanimous. The motion carried 5-0-0. With no further business to come
before the council, Mayor Driggars adjourned the meeting at 7:02 P.M.

APPROVED THIS THE 1ST DAY OF JUNE, 2015.



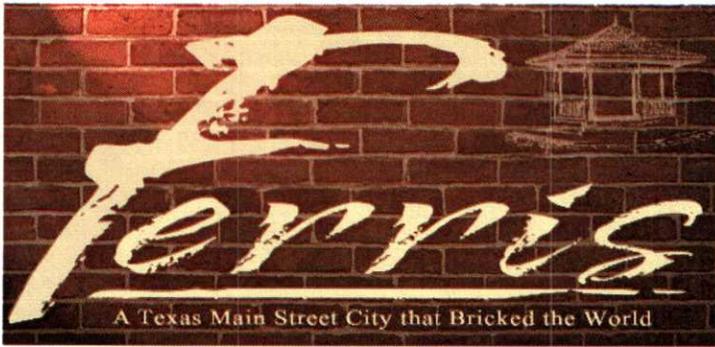
ATTEST:


Destiny Lusk Wright, City Secretary


Micheal L. Driggars, Mayor

APPROVED AS TO FORM:

Kent Hofmeister, City Attorney



 **COPY**

May 21, 2015

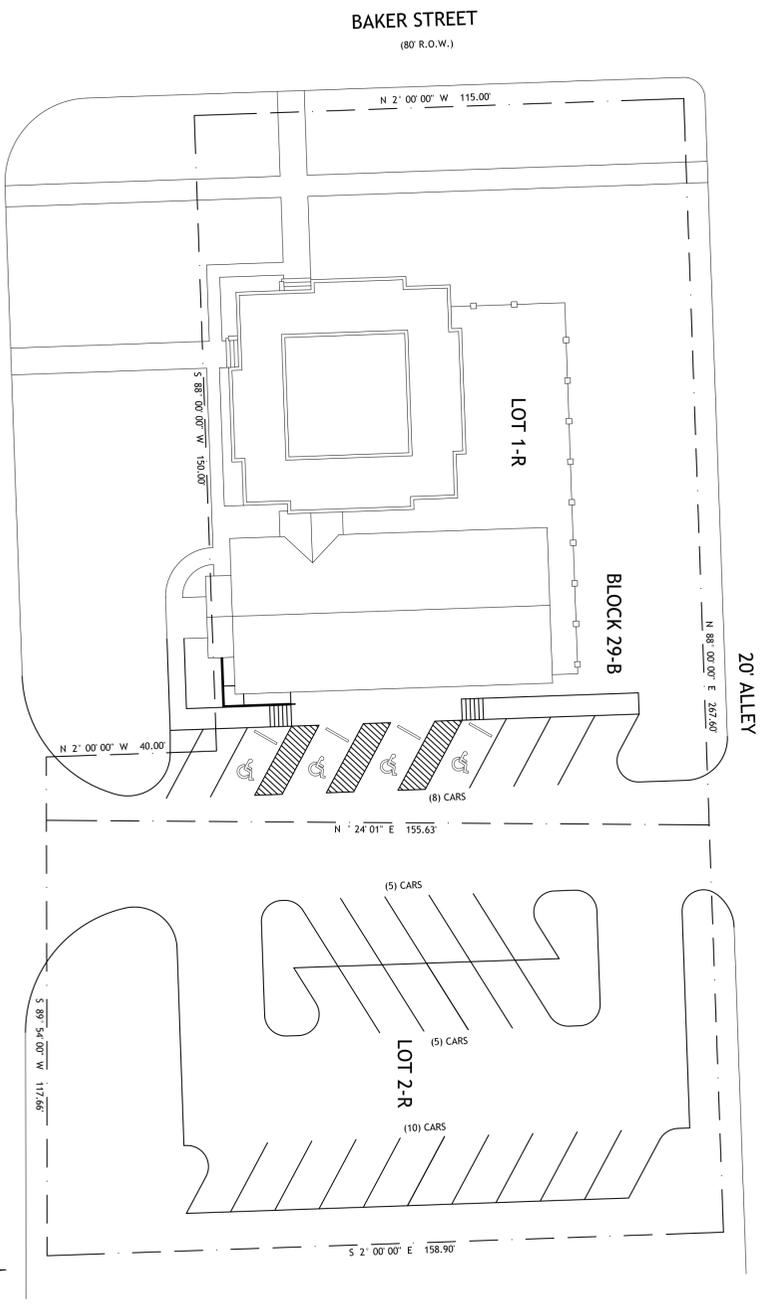
Paul Martinez
111 Dandy Mill Rd.
Ferris, TX 75125

Dear Mr. Martinez,

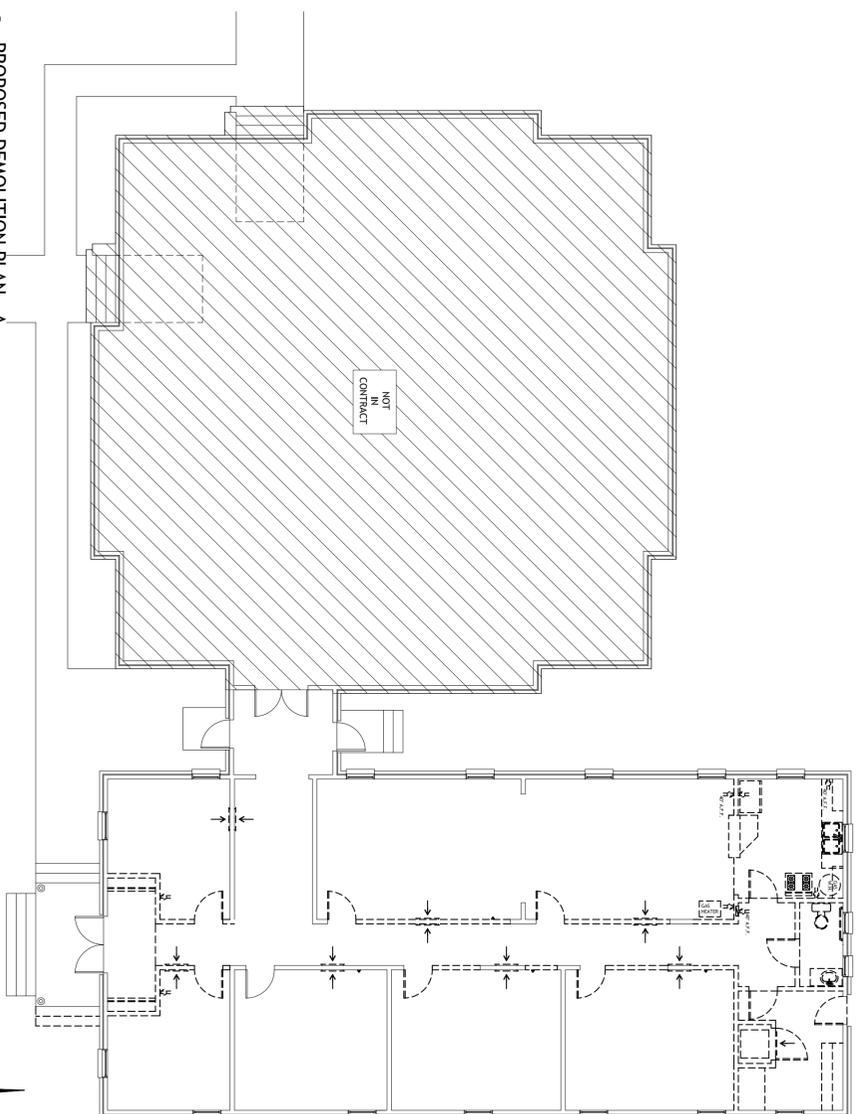
I am pleased to inform you that, as of this date, the Boy Scouts have top priority for use of the Scout House. You may contact Terri Childers at City Hall and reserve the facility for all your meeting dates for the remainder of the year. You will still need to obtain a permit for each reservation and receive the key from the Police Department each time you use the building.

Warm Regards,

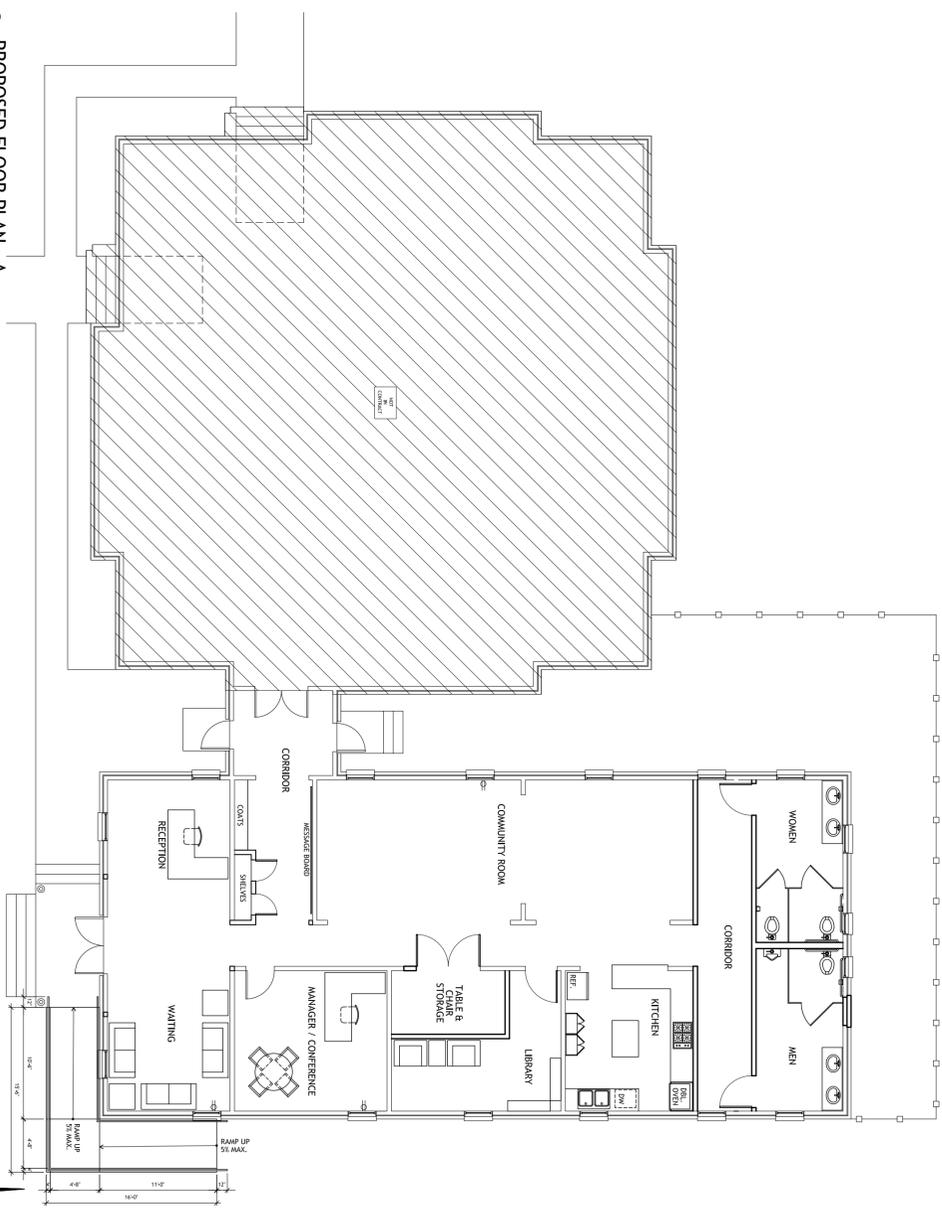
Mayor Micheal Driggars



1 PROPOSED SITE PLAN
SCALE: 1" = 20'-0"



2 PROPOSED DEMOLITION PLAN - A
SCALE: 1/8" = 1'-0"



3 PROPOSED FLOOR PLAN - A
SCALE: 1/8" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

Ferris Community Center

211 8th Street
Ferris, Texas

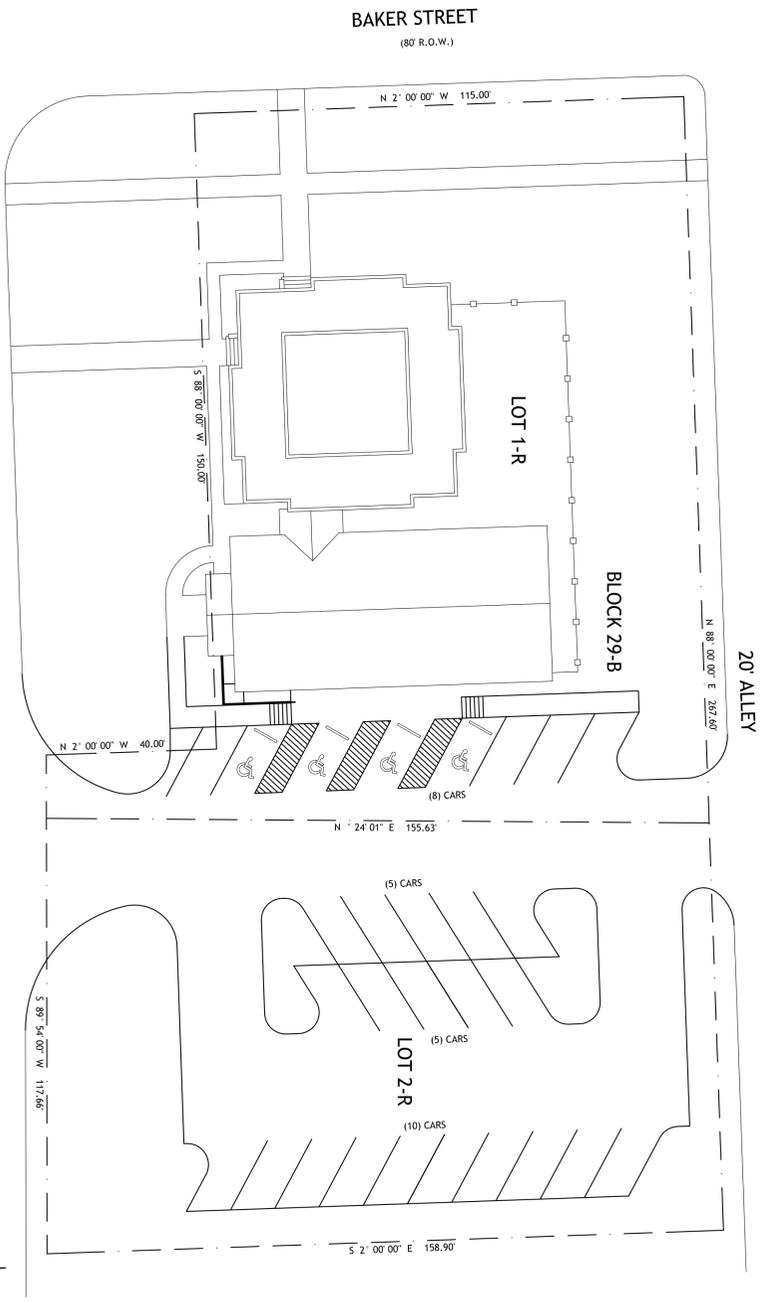
Steven L. Wilson, Architect, LLC
9320 Fennelle Road
Dallas, Texas 75238
214.315.4113



EXP.	2-28-17
JOB NO.	15-1202
DATE	2-17-16
REVISION	
DRAWN BY	SLW

SD-1

1 OF ONE



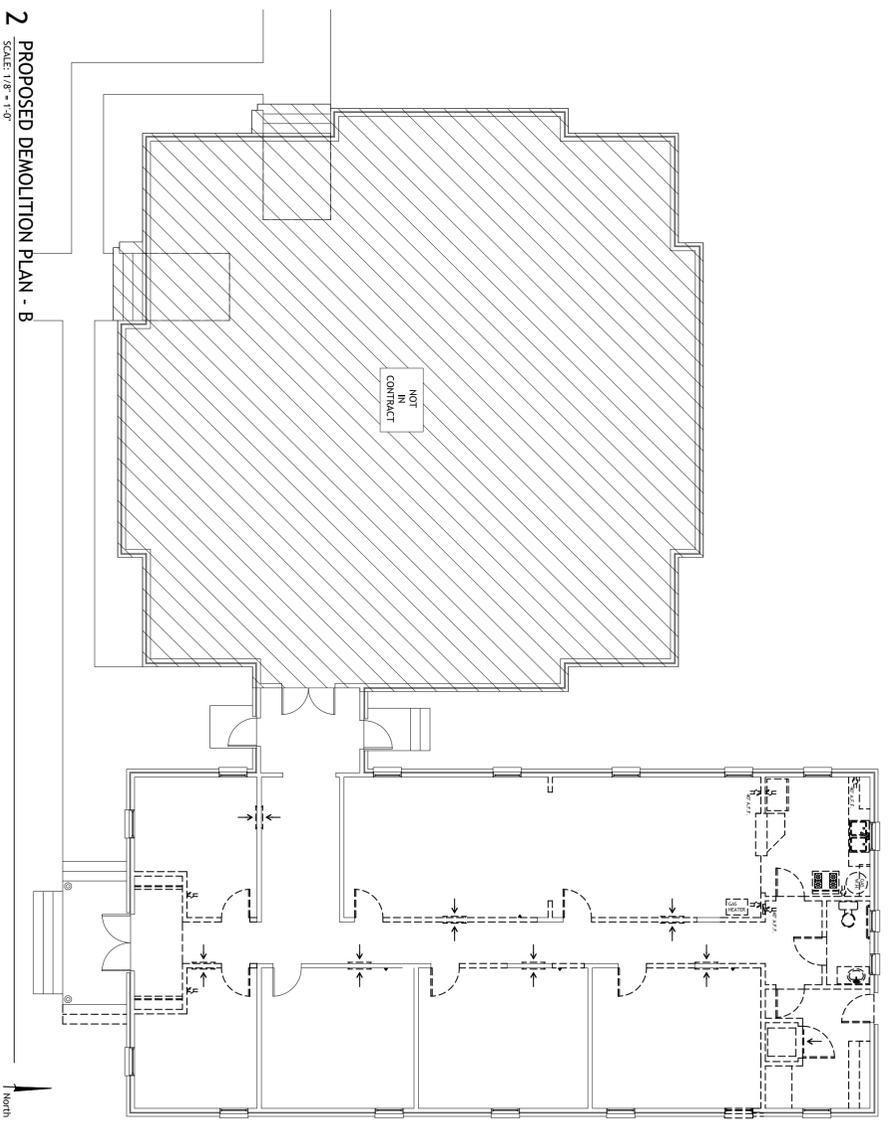
1 PROPOSED SITE PLAN
SCALE: 1" = 20'-0"

(80' R.O.W.)

EIGHTH STREET

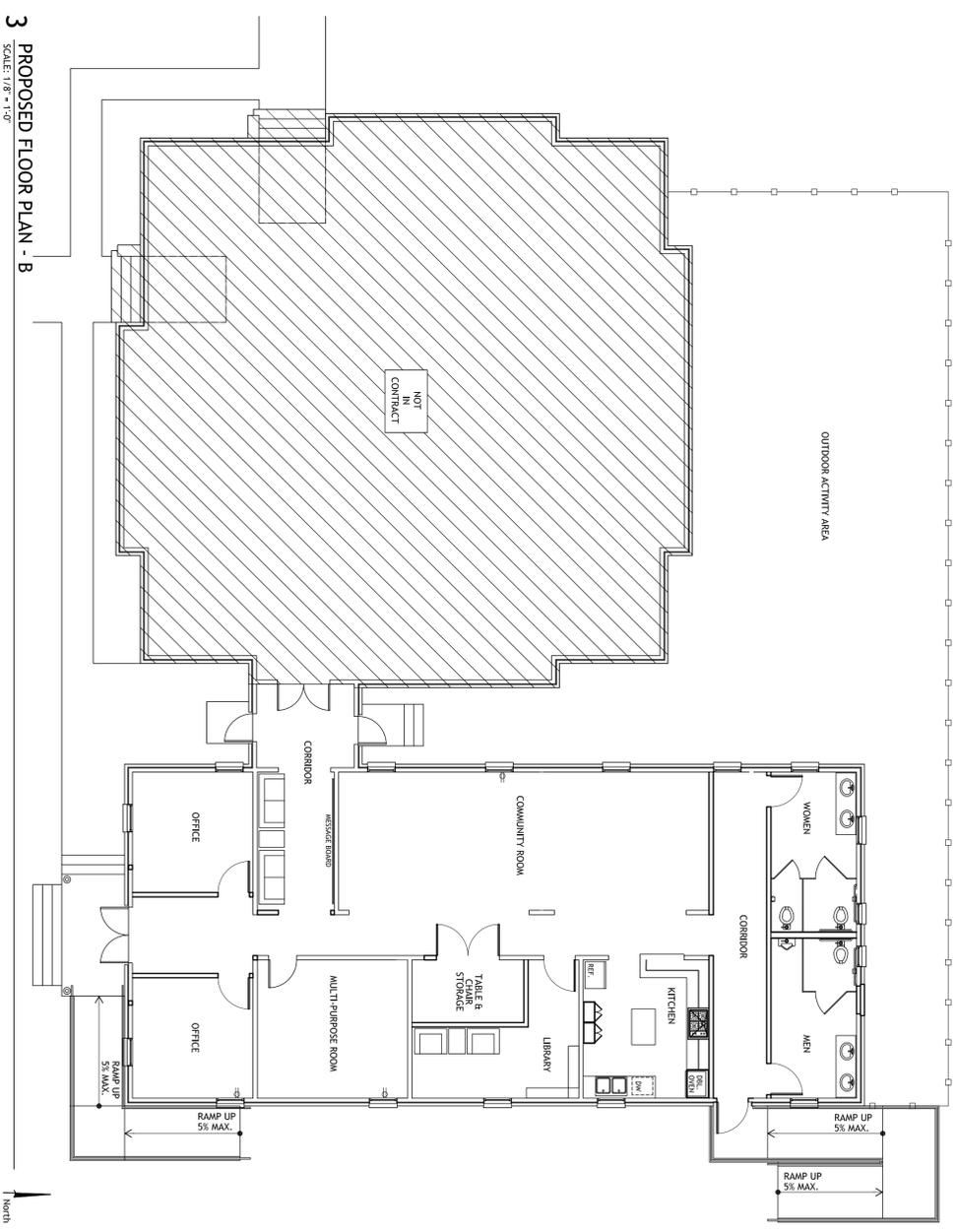
(40' R.O.W.)

North



2 PROPOSED DEMOLITION PLAN - B
SCALE: 1/8" = 1'-0"

North



3 PROPOSED FLOOR PLAN - B
SCALE: 1/8" = 1'-0"

North

PRELIMINARY
NOT FOR CONSTRUCTION

Ferris Community Center

211 8th Street
Ferris, Texas

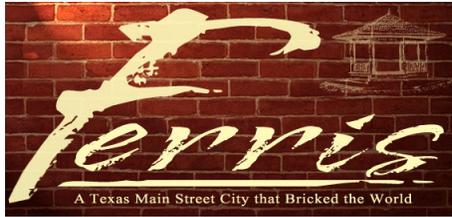
Steven L. Wilson, Architect, LLC
9320 Fennelle Road
Dallas, Texas 75238
214.315.4113



EXP.	2-28-17
JOB NO.	15-120Z
DATE	2-29-16
REVISION	
DRAWN BY	SLW

SD-1

1 OF ONE



City of Ferris

AGENDA ITEM REPORT

Meeting Date:	3-7-2016
Department:	Code Compliance
Submitted By:	Bill Jordan
Previously Reviewed By:	
Item Type:	<input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action
Budgeted Expense:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____

Attachments:

Bid Summary & Bids

Discussion / Justification:

State law requires the City to test for and abate any asbestos in city-owned buildings that are to be demolished or renovated. To comply with this requirement, staff had an asbestos survey conducted of the Baker & 8th St. Church which the City has recently purchased for renovation into a Senior Center. The survey report indicated that asbestos was prevalent throughout most of the structure. The report was then forwarded to asbestos abatement companies for bid to complete the abatement work. Additionally, bids were solicited for monitoring; which is also required. Using the lowest monitoring bid and the lowest abatement bid, the lowest project bid is \$30,461.00. This includes a bid of \$27,711.00 for abatement by Pacific Environmental and a bid of \$2,750.00 from Precision Environmental for monitoring. These bids are for abatement and monitoring of the classroom side of the building only.

Recommendation / Staff Comments:
Staff recommends approval of the lowest bids and requests authorization to enter into a contract with the lowest bidders for abatement and monitoring of asbestos in the senior center building.
Motion(s):
I make a motion to authorize the City Manager to enter into a contract with Pacific Environmental Group LLC in an amount not to exceed \$30,500.00 for the abatement of asbestos and with Precision Environmental Services for asbestos abatement monitoring services in an amount not to exceed \$3,500.00 for the Ferris Senior Center Building.

Asbestos Removal Quotes

Company	Contact Name	Phone	Website	Email	Sanctuary	Classroom	Monitoring	Total	Classroom Total	
Pacific Environmental	Jenna	214-989-4044	www.asbestosabatementdallas.com	jenna@pacific-environmental.com	\$ 29,750.00	\$ 27,711.00	\$ 2,750.00	\$ 60,211.00	\$ 30,461.00	LOW BIDDER
ARC Abatement	Jim	972-271-1583	www.arcabatement.com	jimmetcalf@arcabatement.com	\$ 37,564.00	\$ 42,153.00	\$ 2,750.00	\$ 82,467.00	\$ 44,903.00	
Whole Environmental	David	214-500-6338	www.wholeenvironmental.com	david@wholeenvironmental.com	\$56,701.00		\$ 2,750.00	\$ 59,451.00	\$31,100.50	(Estimated split)

* Monitoring services not included in bids. Number derived from separate bid for monitoring



February 7, 2016

City of Ferris
100 Town Plaza
Ferris, Texas 75125

**RE: PROPOSAL FOR ABATEMENT OVERISGHT
211 EAST 8TH STREET
FERRIS, TEXAS 75125**

Precision Environmental Services (Precision) is pleased to provide you with the following fee schedule for the asbestos abatement project at the referenced location.

SCOPE OF WORK

TASK ONE: PROJECT DESIGN AND SPECIFICATIONS

- Prepare project specifications detailing the scope of the abatement project, including asbestos abatement procedures, extent of containment, estimated quantities of materials to be removed, and work practices to be followed during preparation, removal, and disposal.

TASK TWO: AIR MONITORING/ PROJECT MANAGEMENT

- Provide inspection and on-site air monitoring technician services during abatement activities. Includes up to ten (10) hours of air monitoring and project management services.
- Provide OSHA required air sampling for abatement workers (if requested by contractor);
- Provide final inspection and final air clearance testing;

TASK THREE: FINAL ASBESTOS ABATEMENT REPORT

- Provide documentation verifying asbestos abatement activities are complete, and closeout documents.

ESTIMATED FEES

Project Design and Specifications	\$500.00
Air Monitoring/ Project Management Air Monitoring Technician/Project Manager (*Estimated 5 Days @ \$450 a day)	\$2,250.00
Final Asbestos Abatement Report Includes all field paperwork and certifications/licenses	INCLUDED
Estimated Total	\$2,750.00

*Actual number of days will be billed

We appreciate the opportunity to provide environmental services to you. If you need additional information or have questions, please contact me at 940-597-2673. We look forward to working with you on this and future projects.

Respectfully,
Precision Environmental Services



Brian Jacobs
Manager

Accepted by _____ Position _____ Date _____

Attached: Terms and Conditions

TERMS AND CONDITIONS

1. Precision Environmental Services ("Precision") is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, the consulting services ("Services") set forth in the attached proposal ("Proposal"), which is incorporated by reference.
2. Precision will perform its services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of Precision's profession practicing in the same or similar locality at the time the services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED.
3. It is agreed that Precision is not responsible for job or site safety or security, other than for Precision's employees, and that Precision does not have the right or duty to stop the work of others.
4. Client will arrange for right-of-entry to the property and will execute any necessary site access agreements. Client shall provide Precision with an accurate description of the job site, all available site information, and all documents deemed necessary by Precision.
5. Client agrees to pay Precision's invoice. If payment is not received within **30 days** from the date of invoice, Client agrees to pay the greater of 1% per month or the allowable legal rate on the past due amount, plus reasonable attorney's fees and expenses. Time is of the essence of this provision. Client receipt of invoice will be presumed three days after mailing with adequate first class postage attached.
6. Client agrees to advise Precision of any hazardous substance or any condition on or near the site that presents a potential danger to human health, the environment, or Precision's equipment. Precision does not assume control of or responsibility for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety, or the environment. Client acknowledges that Precision may be required to make such disclosures if Client fails to do so, and agrees to hold Precision harmless for any such disclosure.
7. This Agreement shall be governed by the laws of the state of Texas.



ENVIRONMENTAL CONSULTANTS & MANAGERS

December 11, 2015

City of Ferris
100 Town Plaza
Ferris, Texas 75125

Attn: Mr. Bill Jordan, Chief Building Official

**RE: ASBESTOS CONSULTING SERVICES
211 EAST 8TH STREET
FERRIS, TEXAS**

DTECH Services (DTECH) is pleased to provide this proposal for environmental consulting services in the form of asbestos abatement specifications and monitoring for the referenced project in Ferris, Texas.

SCOPE OF WORK

TASK I – Asbestos Abatement Design

- DTECH will review existing asbestos surveys and prepare specifications for the removal of the identified asbestos-containing materials in general accordance with Texas Asbestos Health Protection Act (TAHPA) Texas Civil Statutes.
- The specification will include allowable and safe asbestos removal methodology, and final clearance criteria.

TASK II – Asbestos Abatement Monitoring

- DTECH will provide on-site inspection and air monitoring for the duration of the asbestos removal activities including baselines, working, and final clearance samples.
- DTECH will prepare a final closeout report detailing the removal activities, observations and analytical results of the air monitoring performed.

Schedule

According to the abatement contractor, the abatement schedule is estimated at 18 working days.

PROPOSED FEES

Project Design / Specifications	
Lump sum	\$750.00
Air Monitoring and Inspection	
Estimated 18 shifts at \$600/shift	\$10,800.00
Closeout Report	
Lump sum	<u>Included</u>
Estimated Total Consulting Fees	\$11,550.00

We appreciate the opportunity to provide environmental services to you. If you need additional information or have questions, please contact me at (469) 446-6733. We look forward to working with you on this and future projects.

Respectfully,

DTECH Services

David Pomerantz
Principal

GENERAL TERMS AND CONDITIONS

DTECH, its employees and subcontractors will be properly and legally licensed for the work they will perform. Except for licenses, permits and certifications our personnel possess as environmental consultants, it is understood that you are responsible for furnishing or arranging for all permits, licenses and other necessary governmental or private party approvals or consents, and for compliance with all notification and other legal requirements in connection with the project. We will render assistance to you in this regard if requested and will provide fee estimates for such services to the extent they are not included as part of this proposal.

In the event we are requested or required to perform services not specified in this proposal, such as reproducing drawings, maps or plans, performing additional work or appearing in litigation or other proceedings on your behalf, it is understood that we will be paid reasonable and agreed upon costs and fees for our time and efforts.

Client agrees that **DTECH's** liability, and that of its officers, directors, employees, agents and subcontractors, to client or any third party due to any negligent professional acts, errors or omissions or breach of contract by **DTECH** will be limited to the extent of insurance coverage provided by **DTECH** or **DTECH's** total charges, whichever is greater. **DTECH** can increase the insurance coverage at the time of accepting the proposal provided client agrees to pay the additional fees for the coverage.

If this proposal meets with your approval, please sign below and return to **DTECH**.

CITY OF FERRIS _____

DTECH SERVICES _____

NAME: _____

NAME: David Pomerantz

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: Principal

DATE: _____

DATE: December 11, 2015

800.495.4ARC TOLL FREE
972-271-1583 PHONE
972-271-1586 FAX



2710 National Place
Garland, TX 75041

Accountable-Responsive-Cost Effective

Date: 12-28-2015

Sent via : e-mail

Name :Bill Jordan, MS
Position : Chief Building Official
Company: City of Ferris, Texas
Address: 100 Town Plaza Ferris Texas
Project Address: 211 E. 8th Street, Ferris Texas

Proposal # B-15-295

Dear Bill:

ARC Abatement, Inc would like to thank you for the opportunity to quote on the above referenced project. It is our desire to provide you with a quality solution to your environmental needs. As a highly qualified contractor, we feel that our experience, financial strength and environmental contracting techniques enable us to assure you a professionally completed project.

ARC Abatement, Inc. is pleased to provide you with this proposal for the following **SCOPE of WORK:**
Is limited to the specifications provided by Precision Environmental Services which consisted of samplings and suspected ACM in the Sanctuary and Recreation Areas of the attached buildings located at 211 E. 8th Street. ARC will remove and dispose of plaster walls, drop ceilings, drywall, carpet, Vinyl tile, linoleum and old ceiling tile as indicated on the drawing supplied by Precision Environmental Services dated 12-02-2015. ARC will also remove the two roofs on each of the buldings. This porposal is in two proposals as requested. One proposal for the future Senior Citizens Recreation Center and the other for the Sanctuary. These proposals do not have air monitoring in the price, this would need to be contracted directly with an air monitoring firm. Owner is to provide power and water during this work at no cost to ARC. This proposal is for the Recreation Center.

PRICE and DURATION:

ARC proposes to perform the Scope of Work for the amount of: (Forty Two Thousand One Hundred Fifty Three Dollars) \$42,153.00

Based upon our experience the estimated number of working days to perform the Scope of Work will be: 9 .



Accountable-Responsive-Cost Effective

PROPOSAL TERMS:

1. Includes costs for: Labor, Material and Applicable Taxes.
2. Compliance with federal, state and local laws governing abatement.
3. Site Conditions being reasonably similar to those at the time of inspection.
4. Reasonable interpretation of existing conditions based upon Owner provided information of the work area.
5. No contingency or consideration given for delays to the work.
6. Air monitoring, for our workforce, as per Federal, State and Local regulations is not included in our price.
7. Final Clearances will be provided by third party Consultant and or in close out documentation..
8. Pricing based on normal working hours unless otherwise indicated.
9. Single mobilization to the site unless otherwise indicated. (Additional mobilizations to be priced separately.)
10. Owner provides adequate electricity, potable water, on-site parking and sufficient storage space for materials and equipment. Utility connections to be adjacent to work area and compatible with ARC requirements.
11. All non-stationary items are to be removed by others prior to the start of our work
12. ARC will not be liable for damage to items left within the specified work area.

13. All HVAC systems within the containment areas must be shut down and locked out by Owner or Owners representative.
14. Proposal based upon mutually agreeable contract terms and conditions.
15. ARC will employ all reasonable efforts to minimize damage to surfaces and work areas in the construction of regulated containments, but will not be held liable for any damages due to the construction of regulated containments needed to perform the environmental services as noted within this proposal.
16. Client agrees that ARC has been given the privilege by the property Owner to enter the premises, perform services, use of any blue prints, etc., and agree to hold harmless, and defend ARC Abatement, its Officers, Employees, Sub-Contractors, for any and all claims, costs or damages that result from services contracted, in the absence of gross neglect or willful wrongdoing of ARC. ARC is expressly authorized to sign any required disposal forms on behalf of the Owner or generator of any waste removed from the site.
17. Payment and Performance Bond costs are not included in this proposal.

18. Unknown conditions may exist at the site which, were not evident at the time of site assessment. The scope of work is specific, and does not include contingencies for unknown conditions. Additional work, if required, will be priced separately.
19. This proposal may be withdrawn for any reason if not accepted within Sixty (60) days.

20. ALL INVOICES are due upon receipt and are expected to be paid within 30 days.

If you have any additional questions regarding this proposal, please feel free to contact me at (972) 271-1583. If this proposal is accepted, forward the signed form to jimmetcalf@arcabatement.com or fax to (972) 271-1586.

Sincerely,

Customer Acceptance



800.495.4ARC TOLL FREE
972-271-1583 PHONE
972-271-1586 FAX



2710 National Place
Garland, TX 75041

Accountable-Responsive-Cost Effective

A handwritten signature in cursive script, appearing to read "Jim Metcalf".

By: Jim Metcalf
Project Manager
Phone – 972-271-1583
Fax – 972-271-1586
Mobile – 469-263-8280

Name: _____

Title: _____

Date: _____



800.495.4ARC TOLL FREE
972-271-1583 PHONE
972-271-1586 FAX



2710 National Place
Garland, TX 75041

Accountable-Responsive-Cost Effective

**ARC Abatement's Contract Agreement will be sent to you upon receipt of this signed proposal.
All Client generated Contracts are to be sent directly to our corporate office as follows:**

Attention: Mr. Kieran McQuade
Contracts Manager
ARC Abatement, Inc.
300 S. 2nd St.
Waco, TX 76701
kieranmcquade@arcabatement.com
Fax: 254-755-6770





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baldwin-Cox Agency, LLC 5930 Preston View Blvd Ste 200 Dallas TX 75240		CONTACT NAME: Bridget Hanvey PHONE (A/C, No, Ext): (972) 644-2688 E-MAIL ADDRESS: bridget@baldwincoagency.com FAX (A/C, No): (972) 644-8035	
INSURED		INSURER(S) AFFORDING COVERAGE	
ARC Abatement, Inc. ARC Abatement I, Ltd. 300 S. 2nd St. Waco TX 76701		INSURER A: Nautilus Insurance Co. INSURER B: Great Divide Insurance Co. INSURER C: Aspen Specialty Insurance Co. INSURER D: Texas Mutual Insurance Co. INSURER E: Atlantic Specialty INSURER F:	NAIC # 17370 25224 10717 22945 27154

COVERAGES

CERTIFICATE NUMBER: CL159904046

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ECP200372114	9/10/2015	9/10/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> CONTRACTORS POLLUTION GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		ECP200372114	9/10/2015	9/10/2016	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5AP153805114	9/10/2015	9/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCLUDED LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EXAA83115	9/10/2015	9/10/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	TSP0001220526 TX WCA153805014 LA CO	9/10/2015 9/10/2015	9/10/2016 9/10/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine		79001-4025	10/13/2015	10/13/2016	Ltd Rented Equipment per item \$100,000 Policy Max total limit-all items \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR INFORMATION ONLY

CERTIFICATE HOLDER

CANCELLATION

SAMPLE CERT
SAMPLE CERT

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bill Baldwin/BEH

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Contractor's Qualification Statement

1986 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of American (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC

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The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY: **ARC Abatement, Inc.** Corporation

NAME: **Ron Daniel** Partnership

ADDRESS: **300 S. 2nd Street** Individual
Waco, TX 76701

PRINCIPAL OFFICE: **Same** Joint Venture
Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

General Construction HVAC
 Plumbing Electrical
 Other (please specify) **Asbestos Abatement/Demolition**

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor? **20**
- 1.2 How many years has your organization been in business under its present business name? **20**
- 1.2.1 Under what other or former names has your organization operated? **N/A**
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation: **8/1/91**
 - 1.3.2 State of incorporation: **Texas**
 - 1.3.3 President's name: **Ron Daniel**
 - 1.3.4 Vice-president's name(s) **Lisa Daniel**
Steven R. Chappell
 - 1.3.5 Secretary's name: **Lisa Daniel**
 - 1.3.6 Treasurer's name: **Don Daniel**

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- 1.4 If your organization is a partnership, answer the following: **N/A**
- 1.4.1 Date of organization:
- 1.4.2 Type of partnership (if applicable):
- 1.4.3 Name(s) of general partner(s)
- 1.5 If your organization is individually owned, answer the following: **N/A**
- 1.5.1 Date of organization:
- 1.5.2 Name of owner:
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals: **N/A**

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Asbestos Removal – Texas License # 80-00443
Asbestos, Lead and Class One Transporting – License #40-0105 TX
Lead Removal – Texas # N/A
Air Monitoring – Texas # 70-3452
Bio-Remediation (Mold & Mildew)

2.2 List jurisdictions in which your organization's partnership or trade name is filed.
Texas

3. EXPERIENCE

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

Asbestos Removal
Lead Removal
Transporting and Disposal
O & M Projects

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

3.3 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

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3.4 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.

3.4.1 State total worth of work in progress and under contract:

\$7,500,000.00

3.5 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.

SEE ATTACHED LISTING

3.5.1 State average annual amount of construction work performed during the past five years:

15 Million Annually

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. REFERENCES

4.1 Trade References:

**Richards Equipment – 2200 Franklin Avenue, Waco, TX 76710
(254) 754-2351**

**Abatix Environmental – East Plains, Dallas TX
(800) 426-3983**

**W.W. Grainger & Co. – 6901 Imperial Drive, Waco, TX 76712
(254) 751-1415**

4.2 Bank References:

Community Bank and Trust
Waco, TX
(254) 753-1521 – Contact: Mark Boyd

4.3 Surety:

4.3.1 Name of bonding company:

Bonding & Insurance Specialists

4.3.2 Name and address of agent:

The Wyatt Agency, Huntsville, Texas

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FINANCING

5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Harelik & Fields, Waco, TX 76710

5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

N/A

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

6. SIGNATURE

6.1 Dated at this day of **January 18, 2012**

Name of Organization: **ARC Abatement I, LTD**

By:

Steven R. Chappell

Title: **Vice President**

6.2

Steven R. Chappell being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 18th day of January, 2012

Notary Public: **Danita Chappell**

My Commission Expires: **11-21-15**

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TEXAS DEPARTMENT OF STATE HEALTH SERVICES

ARC ABATEMENT INC

is certified to perform as a

Asbestos Abatement Contractor

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

A handwritten signature in cursive script, appearing to read "David Lakey MD".

DAVID LAKEY, M.D.
COMMISSIONER OF HEALTH

License Number: 800443

Control Number: 96102

Expiration Date: 7/18/2016

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

ARC ABATEMENT INC

is certified to perform as a

Asbestos Transporter

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

A handwritten signature in cursive script, appearing to read "David Lahey MD".

DAVID LAKEY, M.D.
COMMISSIONER OF HEALTH

License Number: 400105

Control Number: 96084

Expiration Date: 9/25/2016

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Be it known that

ARC ABATEMENT INC

is licensed to perform as a

Mold Remediation Company

in the State of Texas and is hereby governed by the rights, privileges, and responsibilities set forth in Title 25, Texas Administrative Code, Chapter 295, relating to Texas Mold Assessment and Remediation Rules, as long as this license is not suspended or revoked.

A handwritten signature in cursive script, appearing to read "David Lakey MD".

David Lakey, M.D.
Commissioner of Health

License Number: RCO0163

Expiration Date: 3/9/2017

Control Number: 7175

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

Accountable-Responsive-Cost Effective

ARC Abatement (Garland Office) Reference List:

Commercial Projects:

Contact: Mr. Ron Cresswell
First Baptist Church, Dallas
1707 San Jacinto
Dallas, Texas 75201
(214) 774-0552
(214) 969-7874 (Fax)
rcresswell@firstdallas.org

Type: Abatement, Various Materials
Facility: FBC Superblock
Contract: \$ 2,817,437
Completion: December 2010

Consultant: Mr. Darren Bowden
Southwest Geoscience
2351 W. Northwest Hwy, Ste 3321
Dallas, Texas 75220
(214) 350-5469
(214) 350-2914 (Fax)
Darren.bowden@southwestgeoscience.com

Contact: Mr. Thomas Olivas
Raytheon Systems Garland
1200 S. Jupiter Road
Garland, Texas 75042
(972) 205-7473
(972) 205-8877
Thomas_Olivas@raytheon.com

Type: Asbestos Abatement
of Various Materials
Facility; Manufacturing
Contract: \$ 438,858.00
Completion: One of many ongoing projects

Consultant: Mr. Darren Bowden
Southwest Geoscience
2351 W. Northwest Hwy, Ste 3321
Dallas, Texas 75220
(214) 350-5469
(214) 350-2914 (Fax)
Darren.bowden@southwestgeoscience.com



Accountable-Responsive-Cost Effective

ARC Abatement (Garland Office) Reference List:

Commercial Projects Page 2:

Contact: Mr. Gary Hamilton
1600 Main Street Holdings,LP
7557 Rambler Road, Ste. 1100
Dallas, Texas 75231
(214) 261-3503
(214) 397-0601 (Fax)
gary@junodevelopment.com

Type: Asbestos Abatement
Facility: Former Plaza Hotel

Contract: \$ 663,000.00
Completion: August 2015

Consultant: Mr. Russ Gout
EcoSystems Environmental
2812 Trinity Square, Ste 108
Carrollton, Texas 75006
(972) 416-0520
(972) 416-4512
rgout@esei.net

Contact: Kayla Lindamood
Lindamood Demolition
2020 S. Nursery
Irving, Texas 75060
(972) 721-0898
(972) 533-8819 (Fax)

Type: Abatement and Demolition
Facility: ACS Building
(10) Story

Contract: \$ 3,309,289
Completion: March 2014

Consultant: Mr. Darren Bowden
Southwest Geoscience
2351 W. Northwest Hwy, Ste 3321
Dallas, Texas 75220
(214) 350-5469
(214) 350-2914 (Fax)
Darren.bowden@southwestgeoscience.com



Accountable-Responsive-Cost Effective

ARC Abatement (Garland Office) Reference List:

Apartment Complexes:

Contact:	Mr. Scott Furman 900 Third Avenue New York, New York 10022 (212) 508-6700 (646) 390-7001 (Fax) forman@thshlaw.com	Type:	Abatement and Demolition
		Facility:	Lakeside Apartment Complex
		Contract:	\$ 4,580,000.00
		Completion:	April 2008
Consultant:	Mr. Todd Jewell URS Corporation 3010 LBJ Freeway, Ste 1300 Dallas, Texas 75234		

Contact:	Mr. Scott Shipp Next Block-Dallas I, LP 1445 Ross Avenue, Ste 1400 Dallas, Texas 75202 (214) 97 8-8584 (214) 858-6996 (Fax) sship@huntrealty.com	Type:	Abatement and Demolition of Various Materials
		Facility:	Valencia, Canyon Falls, Parks of Woodhollow, High Ridge and Windfall Apartments
		Contract:	\$ 2,010,449.00
		Completion:	June 2007
Consultant:	Mr. Russ Gout EcoSystems Environmental 2812 Trinity Square, Ste 108 Carrollton, Texas 75006 (972) 416-0520 (972) 416-4512 rgout@esei.net		



Accountable-Responsive-Cost Effective

ARC Abatement (Garland Office) Reference List:

Apartment Complexes Page 2:

Contact: Mr. Gary Hamilton
1600 Main Street Holdings,LP
7557 Rambler Road, Ste. 1100
Dallas, Texas 75231
(214) 261-3503
(214) 397-0601 (Fax)
gary@junodevelopment.com

Type: Asbestos Abatement
Facility: Juno Development Commerce
-Main Street Properties
Contract: \$ 698,862.00
Completion: July 2010

Consultant: Mr. Russ Gout
EcoSystems Environmental
2812 Trinity Square, Ste 108
Carrollton, Texas 75006
(972) 416-0520
(972) 416-4512
rgout@esei.net

Contact: Mr. Jeremy Cyr
DCO Greenhaven, LP
5430 LBJ Freeway, Ste. 1250
Dallas, Texas 75240
(972) 774-0552
(972) 866-0163 (Fax)
jeremycyr@udr.com

Type: Abatement of Various Material
Facility: Greenhaven Apartments
Contract: \$ 1,191,363.00

Consultant: Mr. Russ Gout
EcoSystems Environmental
2812 Trinity Square, Ste 108
Carrollton, Texas 75006
(972) 416-0520
(972) 416-4512
rgout@esei.net



Accountable-Responsive-Cost Effective

ARC Abatement (Garland Office) Reference List:

Apartment Complexes Page 3:

Contact: Mr. Nick Campbell
TC Timbercreek Associates
2001 Ross Avenue, Ste. 3400
Dallas, Texas 75060
(214) 863-3645
(214) 863-4493 (Fax)
Ncampbell12@trammelercrow.com

Type: Abatement Various Material
Facility: Timbercreek Apartments
Contract: \$ 2,725,950.00
Completion: August 2008

Consultant: Mr. Darren Bowden
Southwest Geoscience
2351 W. Northwest Hwy, Ste 3321
Dallas, Texas 75220
(214) 350-5469
(214) 350-2914 (Fax)
Darren.bowden@southwestgeoscience.com

Contact: David Dierkes
White Rock Trail and Tuscany Apts
6800 Skillman
Dallas, Texas 75231
(214)-269-7833

Type: Abatement, TSI Piping
Facility: Tuscany Apartment Complex
Contract: \$ 798,637.00
Completion: September 2013

Consultant: Mr. Darren Bowden
Southwest Geoscience
2351 W. Northwest Hwy, Ste 3321
Dallas, Texas 75220
(214) 350-5469
(214) 350-2914 (Fax)
Darren.bowden@southwestgeoscience.com



Accountable-Responsive-Cost Effective

ARC Abatement (Garland Office) Reference List:

Medical Facilities:

Contact:	Kayla Lindamood Lindamood Demolition 2020 S. Nursery Irving, Texas 75060 (972) 721-0898 (972) 533-8819 (Fax)	Type:	Abatement and Demolition
		Facility:	United Regional Hospital (5) Story
		Contract:	\$ 1,188,262.00
		Completion	March 2014

Consultant: Glen Ashton
APEX Technical Services, Inc.
211 S.E. 17th Street
Amarillo, Texas 79102
(806) 381-8888
(806) 381-2756
apexasbestos@yahoo.com

Contact:	Kayla Lindamood Lindamood Demolition 2020 S. Nursery Irving, Texas 75060 (972) 721-0898 (972) 533-8819 (Fax)	Type:	Abatement and Demolition
		Facility:	St. Gobain Manufacturing Plant for New Baylor Hospital
		Contract:	\$ 161,044.00
		Completion	September 2014

MEDCO Construction
4005 Crutcher Street, Ste. 200
Dallas, Texas 75246





Accountable-Responsive-Cost Effective

ARC Abatement (Garland Office) Reference List:

School Facilities:

Contact: Mr. Kevin Cushion
Mount Vernon ISD
501 South Hwy 37
Mount Vernon, Texas 75457
(903) 537-2546
(903) 537-2350 (Fax)
kcushion@mtvernonisd.com

Type: Asbestos Abatement
Facility: Multiple Use Building
Contract: \$ 356,843.00
Completion: August 2010

Consultant: Mr. John Drew
Drew Consulting Services
1916 Bridgestone Drive
Corinth, Texas 76210
(214) 384-2237
drewconsulting@yahoo.com

Contact: Jeff Brogden
Alice Ponder Elementary School
Mansfield ISD
120 Pleasant Ridge
Mansfield, Texas 76063
(817) 299-4340

Type: Asbestos Abatement, Roofing
TSI Piping
Facility: Ponder School
Contract: \$ 158,327.00
Completion: August 2013

Consultant: Javier Araya
Araya Group Environmental Consulting
2639 Walnut Hill Lane, Ste. 145
Dallas, Texas 75229
(214) 350-4122



Accountable-Responsive-Cost Effective

ARC Abatement (Garland Office) Reference List:

High Rise Facilities:

Contact:	Kayla Lindamood Lindamood Demolition 2020 S. Nursery Irving, Texas 75060 (972) 721-0898 (972) 533-8819 (Fax)	Type:	Abatement and Demolition
		Facility:	UTSW St. Paul Hospital Dallas, Tx (12) Story
		Contract:	\$ 2,105,643.00
		Completion	August 2015

Contact:	Kayla Lindamood Lindamood Demolition 2020 S. Nursery Irving, Texas 75060 (972) 721-0898 (972) 533-8819 (Fax)	Type:	Abatement and Demolition
		Facility:	ACS Building (10) Story
		Contract:	\$ 3,309,289
		Completion	March 2014

Consultant: Mr. Darren Bowden
Southwest Geoscience
2351 W. Northwest Hwy, Ste 3321
Dallas, Texas 75220
(214) 350-5469
(214) 350-2914 (Fax)
Darren.bowden@southwestgeoscience.com



ENVIRONMENTAL SERVICE PROPOSAL



**Pacific
Environmental
Group, LLC**

214-989-4044

PROJECT NAME: Ferris Abatement
PROJECT LOCATION: 211 East 8th Street Ferris, TX
COMPANY: City of Ferris Texas
ADDRESS: 100 Town Plaza
PHONE: 972.544.2965

ATTN: Bill Jordan EMAIL: billjordan@ferristexas.gov Due Date: N/A	Prepared By: Jenna Rasmussen Consultant: TBD Date: 12/16/15
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Description: ACM Removal & Disposal - East Building	Qty	Unit	Price	Total
2,208 SF of Roof			\$8,832	\$8,832
6,560 SF of Drywall and Compound			\$14,079	\$14,079
19 Windows and Door Caulking and Glazing			\$200/each	\$3,800
HVAC Cloth			\$500	\$500
10x10 Floor Tiles and Mastic			\$500	\$500
TOTAL BID AMOUNT FOR MATERIALS & LABOR - East Building				\$27,711
Description: ACM Removal & Disposal - West Building	Qty	Unit	Price	Total
2,500 SF of Roof			\$8,750	\$8,750
500 SF of Flooring			\$1,000	\$1,000
5,100 SF of Plaster Finish Coat Scrape			\$18,000	\$18,000
Exterior Lead			\$2,000	\$2,000
TOTAL BID AMOUNT FOR MATERIALS & LABOR - West Building				\$29,750

ALL PRICING EXCLUDES TAXES

ADDITIONAL FEES - Provided by Owner	Qty	Unit	Price	Total
NOTIFICATION FEES - (MINIMUM \$55, MAXIMUM \$3210, K-12 MAXIMUM \$320)	0	SF	\$0	\$0.00
THIRD-PARTY CONSULTANT - SITE ASSESSMENT, OVERSIGHT MANAGEMENT & CLEARANCE TESTING	0	LS	\$0.00	\$0.00
TOTAL				\$0.00

***Terms: Net due upon project completion.**

*The above referenced price is inclusive of all supervision, labor, materials, equipments, hauling, disposal and insurance requirements. *Any deviation or alteration from this cost proposal will result in a change in costs and will be implemented only on written orders. *Pacific Environmental greatly appreciates the opportunity afforded us to provide quality and professional services to you and your clients. We pledge only our very best and your guaranteed satisfaction in the product of our work. Should you have any questions or require more information in this regard, please do not hesitate to contact me at (214)989-4044.

ESTIMATED DURATION: 9 DAYS (Per Building)

NOTES:

1. Pacific Environmental to prepare and file 10-business day Notification to the Texas Department of State Health Services (TDSHS) on behalf of client if necessary.
2. Owner to provide access to uninterrupted power, access to water, and restrooms and staging areas for materials, equipments, and dumpsters.
3. When applicable, Owner or their representatives to remove equipment, furniture, boxes washing machines, dryers, or hvac systems including pipes, ducts, etc from the work area.
4. Any hard construction barriers to be erected by others.
5. Pacific Environmental is an independent contractor to provide services as the client directs.
6. Owner to provide any required building systems shutdown, tagout or lockout as required.
7. Any additional coverage other than Pacific Environmental's current coverage – Cost + 15%.
8. Project closeout documents to be mailed to Owner no later than 2 weeks after project completion.
9. Proposal is based on the surveys and site visit and is subject to change upon any modifications to the Original S.O.W.
10. Proposal is valid for 30 days.
11. Please Note: There is a 3.5% processing fee for paying with credit card.

EXCLUSIONS:

1. Tape Damage Repair.
2. Any finish work, including painting, restoration, installations, etc.
3. Removal of any hazardous materials not outlined in this proposal.
4. Furniture or Equipment removal
5. Third Party Air monitoring, oversight, clearance and OSHAs.
6. Security.

ENVIRONMENTAL SERVICE PROPOSAL

7. Any hidden conditions.

8. Delays or work stoppages beyond Pacific Environmental's control including weather, labor, material availability, or acts of others.

9. Bonds, AIA Forms or Retainage.

10. TDSHS Notification fees or permit fees.

Pacific Environmental is pleased to submit our proposal to perform the asbestos abatement at the above referenced location as specified. Pacific Environmental will perform all aspects of the project in strict compliance with all State, Local and Federal Laws and Regulations including the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) that govern the Asbestos Abatement Industry. Pacific Environmental is a Texas state licensed Asbestos Abatement Contractor, License number (80-1057). Pacific Environmental to provide Asbestos Abatement services per the Owner contracted Asbestos Abatement Consultant and their specifications.

COMPANY _____

TITLE _____

NAME/SIGNATURE _____

DATE _____

PACIFIC ENVIRONMENTAL GROUP, LLC

General Contractor / Environmental Specialty Contractor

Terms and Conditions

The following Terms and Conditions shall apply to services performed by Pacific Environmental Group, hereinafter referred to as Pacific Environmental. Contractual agreement and performance of services is expressly conditioned on Client's assent to these Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of Client, which are hereby expressly objected to and rejected by Pacific Environmental. Where a Client issues a purchase order to authorize Pacific Environmental's undertaking to perform these services, that undertaking will be governed by the Terms and Conditions and Additional Provision, if any, of this Agreement.

1. PERFORMANCE. Pacific Environmental shall exercise due care in performing services, but Pacific Environmental makes no warranty, express or implied, with respect to any services performed hereunder. Pacific Environmental shall not be liable for any claim, damage, cost, or expense (including attorney fees) or other liability or loss not directly and solely caused by the negligent acts, errors, or omissions of Pacific Environmental. In no event shall Pacific Environmental be liable for any incidental or consequential loss or damage to Client in connection with performance of service hereunder.

2. ADDITIONAL SERVICES. All additional services requested by Client shall be performed by Pacific Environmental in accordance with proposed unit rates subject to these Terms and Conditions.

3. SUBCONTRACTORS. Pacific Environmental may engage subcontractors on behalf of Client to perform a portion of the services to be provided by Pacific Environmental hereunder.

4. TERMINATION. This Agreement may be terminated by either party upon two days prior written notice. In the event of termination, Pacific Environmental shall be paid up to the effective date of termination for all services rendered by it, and all data generated and documents prepared by Pacific Environmental shall remain the property of Pacific Environmental and not be delivered to Client until all monies owed to Pacific Environmental by Client (whether or not such monies have then become due and payable) have been paid.

5. PAYMENT. Pacific Environmental shall bill for services rendered and reimbursable costs incurred upon completion of each phase of work. Client expressly agrees to pay Pacific Environmental's invoices within ten days of receiving payment for invoiced work, or within 30 days of receiving Pacific Environmental's invoice, whichever is sooner. Past due invoices are subject to a finance charge of 1.5% per month (which is an annual rate of 18%) until paid. Client hereby waives any defense of usuary with regard to said rate of interest. Pacific Environmental may, after two days written notice to Client, suspend performance of services until all past due amounts are paid.

6. FINANCIAL VIABILITY. Client expressly acknowledges that Client is financially capable of payment for all services provided by Pacific Environmental pursuant to payment terms stated above. If for any reason, Client's financial ability to pay for services change, Client must immediately notify Pacific Environmental and Pacific Environmental may immediately terminate work. The financial viability of any third party shall not provide relief from client for any payment due to Pacific Environmental. All payments owed to Pacific Environmental and all costs incurred in collecting any delinquent amount owed to Pacific Environmental shall be a valid and continuing claim against Client until paid.

7. ARBITRATION. Any dispute arising pursuant to any contract to which these Terms and Conditions apply shall be submitted to arbitration in the City of Dallas, Texas, in accordance with the rules of the American Arbitration Association, the award of the arbitrator to be final and binding on the parties. Judgment upon any award rendered may be entered in any court having jurisdiction.

8. INSURANCE. Upon request, Pacific Environmental will furnish Client a written description of insurance coverage then being maintained by Pacific Environmental which may be related to Pacific Environmental's performance of services hereunder. No oral representations regarding insurance shall be binding upon Pacific Environmental.

9. HOLD HARMLESS. Client agrees to hold Pacific Environmental harmless from all liability, claims, demands, losses, damages, expenses, and costs (including attorney fees), related in any way to Pacific Environmental's performance of services under this Agreement; provided, however, that Client shall not be obligated to hold Pacific Environmental harmless for any injury or damage caused directly and solely by the negligent acts, errors, or omissions of Pacific Environmental.

10. SITE ACCESS AND SECURITY. Unless specifically expressed otherwise as services to be undertaken by Pacific Environmental, Client is solely responsible for all aspects of site security and for obtaining any necessary permission from any affected third party property owners or their representatives.

13. WAIVER. No waiver, discharge, or renunciation of any claim or right of Pacific Environmental arising out of breach of this Agreement by Client shall be effective unless in writing signed by Pacific Environmental and supported by separate consideration.

14. GOVERNING LAW. This Agreement shall be deemed to have been made in Dallas County, and shall be governed by, and construed in accordance with the laws of the State of Texas.



GRANITE PROPERTIES, INC.

5601 GRANITE PARKWAY
SUITE 800
PLANO, TEXAS 75024

972.731.2300 T
972.731.2360 F
WWW.GRANITEPROP.COM

Re: Pacific Environmental Group

To Whom It Concerns,

I am writing this letter as a recommendation on behalf of Pacific Environmental Group (PEG). PEG has been engaged by Granite Properties on dozens of projects since my time at Granite over the last 9 years. My willingness to engage PEG is due in large part to their consistency in performing contracted tasks at a high level with minimal oversight or engagement needed on my end – ie. I know once I have engaged PEG I don't need to worry about that portion of the project as I know it is in good hands. I have worked with John and Jared Moala dating back to my previous employer and both are fair on pricing and see the bigger picture of client satisfaction.

I would highly recommend Pacific Environmental Group to anyone needing environmental abatement or testing services.

Thank you,

Jason Burke
Granite Properties
Senior Project Manager
5601 Granite Parkway, Suite 800
Plano, Texas 75024



February 11, 2016

To Whom It May Concern:

It is my pleasure to recommend the asbestos abatement services of Pacific Environmental Group, LLC to you. During the past several years, our team has worked directly with John Moala and his staff on various projects in support of Venture Commercial Management, LLC.

Pacific Environmental offers top-notch quality, service and rates. Across the board, we are pleased with their work and compliance with our work schedule and demands.

Please consider Pacific Environmental Group, LLC for your environmental service needs. Their outstanding safety record, attention to detail and follow through from beginning to end on each project makes them a strong service provider for any client. I recommend them and look forward to working with them again.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kris A. Schuster".

Kris A. Schuster
Senior Property Manager



Jenna Rasmussen <jenna@pacific-environmental.com>

Reference Letter

Rhea, Melanie <Melanie.Rhea@richardson.k12.tx.us>

Tue, Feb 9, 2016 at 1:45 PM

To: Jenna Rasmussen <jenna@pacific-environmental.com>

It is with pleasure that I write this letter of reference for Pacific Environmental Group, LLC. This District's work with Pacific Environmental has spanned over the past several years with abatement and remediation projects and has been very successful from the District's point of view. They provided solutions to assist in budget requirements, utilize quality staff and develop/maintain schedules to accommodate staff, student and school site schedules. They have completed all necessary requirements, as needed, for school completions and submittal requirements.

The Pacific Environmental organization has consistently demonstrated their commitment to the success of each project by their attention to detail on all phases that includes schedules, quality control, communication, and document close outs. We feel confident that Pacific Environmental Group, LLC will do an outstanding job to help your entity meet your challenges as they have done for ours.

Please contact me for any additional information.

Melanie Rhea, PMP

Environmental Manager, Facility Services

Cell: [214-315-3613](tel:214-315-3613)

Melanie.Rhea@RISD.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AmeriCap Insurance Group, LLC 15770 N. Dallas Parkway #600 Dallas TX 75248		CONTACT NAME: Laura Glenn PHONE (A/C, No, Ext): (972)233-9761 FAX (A/C, No): (972)233-9769 E-MAIL ADDRESS: lglenn@americapgroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Rockhill Ins. Company	
		INSURER B: Liberty Mutual Insurance Company	
		INSURER C: Texas Mutual Ins. Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15/16 All Lines

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ENVP009309-01	4/29/2015	4/29/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Pollution						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY			BAS(15)56345210	10/10/2015	10/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			ENVE009311-01	4/29/2015	4/29/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/>	<input type="checkbox"/>				RETENTION \$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF-0001276880 20141004	10/4/2015	10/4/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured, Blanket Additional Insured with Completed Operations, Primary/Non-Contributory and Blanket Waiver of Subrogation endorsed on General Liability policy. Workers Compensation policy is endorsed with a blanket waiver of subrogation. Auto policy is also endorsed with a blanket additional insured endorsement. Retro Date: 4/29/14. Umbrella is follow form.

CERTIFICATE HOLDER**CANCELLATION**

City of Ferris 100 Town Plaza Ferris, TX 75125	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brook Crawford/LGLENN 
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ACORD 25 (2014/01)

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INS025 (201401)

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ADDITIONAL COVERAGES

Ref #	Description PIP	Coverage Code	Form No.	Edition Date	
Limit 1 2,500	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Uninsured motorist	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Waiver of Subrogation	Coverage Code WVSUB	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$135.00
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$150.00
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$676.00
Ref #	Description Schedule Mod Factor 1	Coverage Code SCH01	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$845.00
Ref #	Description Employer's liability	Coverage Code EL	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$54.00
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$96.00
Ref #	Description Managed Care Option	Coverage Code MCARE	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$744.00
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.</p>	<p>In respect to any location where the named insured is performing "your work".</p>

Information required to complete this Schedule, if not shown, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by "professional services" performed for the additional insured(s).

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

Exclusions

This insurance does not apply to any "claim" that results from injury or damage occurring after:

- (1)** All "professional services", including materials, parts or equipment furnished in connection with such services, on the project (other than maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations have been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, **2.a.** Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion **B.5.** FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4.** Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following: "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS**, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



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Exclusion **4.c.** and **4.d.** do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

- 1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
- 2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.



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20. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph **A.** - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
TRANSPORTATION POLLUTION LIABILITY COVERGE PART**

SCHEDULE

Name of Person or Organization:

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
 - a. That request is made prior to the date your operations for that person or organization commenced; and
 - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
 - a. That request is made prior to the date your operations for that person or organization commenced; and
 - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

WAIVER OF SUBROGATION – If required by written contract or agreement, we waive any right of recovery we may have against any entity that is an additional insured shown in the Schedule above per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" performed under a contract with that person or organization.

All other terms and conditions remain unchanged.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001276880 20141004 of the Texas Mutual Insurance Company

Issued to PACIFIC ENVIRONMENTAL GROUP LLC

Premium \$

NCCI Carrier Code 29939

Endorsement No.



Authorized Representative



Whole Environmental
5500 Ranger Dr.
Rockwall, TX 75032
Phone: (214) 500-6338
Fax: (972) 771-1838
david@wholeenvironmental.com

December 29, 2015

Attn: Bill Jordan
City of Ferris

RE: BID- Asbestos Abatement – 211 E 8th St., Ferris, TX

Based on an asbestos survey report by Precision Environmental Services, we are pleased to furnish the necessary labor, material, and equipment to perform the asbestos abatement for the above project.

SCOPE OF WORK

This proposal is for the removal and disposal of asbestos (ACM) as identified in the survey report written by Precision Environmental Services. The materials identified in the report and our own quantities have been used to formulate this proposal. The plaster texture will be scraped from the plaster up to the ceiling, the sheetrock texture will be scraped or the sheetrock pulled in its entirety, the flooring/mastic will be removed, the window caulk will be scraped, and the HVAC cloth will be removed. The window glazing removal could damage the window frame and glass. If the window is not being replaced or disturbed, I suggest leaving it as is. The door caulk could be left also. The roofing is excluded from this scope of work. Owner will supply a dumpster for trash. Lead has been excluded since this is not a child occupied facility. The only other suggestion would be to add drywall on all wall surfaces to encapsulate the asbestos but you would have to move all electrical thermostats, and switches and door frames, windows, grilles, etc may not match up.

ASBESTOS ABATEMENT

<u>Proper Removal and Disposal- HVAC cloth, plaster, VCT/Mastic, Wall texture:</u>	\$48,319.00
<u>Window/Door Caulk:</u>	\$ 820.00
<u>Window Glazing:</u>	\$ 1,287.00
<u>Air Monitoring and specifications- ACM:</u>	\$ 6,275.00

TX DSHS Fees: +/- \$2,600.00 to be billed to owner directly by state

SCHEDULE SUMMARY

Please allow up to (12) twelve work shifts to complete the abatement work. Mandatory 10 working day notice must be submitted to the State of Texas.

PROPOSAL BASED UPON

- Owner/Contractor to provide temporary utilities for abatement (electricity, lighting, and water), abatement only.
- One Mobilization. An additional mobilization will add \$700.00.
- Work to be performed during normal business hours or night and weekends at our choice.
- Payment to be made within 25 days of submission. Total billing will be submitted at the end of abatement or progress billing monthly. Any delay that may be encountered, including weather, gives us the option of submitting a partial progress invoice.
- Not responsible for removal of any additional materials not listed in this proposal or additional, unidentified layers of materials in the asbestos survey.
- Items removed in selective demolition work (removed to access asbestos materials) will be placed in an owner supplied dumpster or retained as scrap and made a part of our pricing.
- Asbestos specifications and third party air monitor being acceptable and approved by us. We prefer that the third party is picked by us to insure the project progresses well and to our budget.

EXCLUSIONS

- Sales tax.
- Hazardous materials not included in the scope of work in this proposal.
- Texas Department of State Health Services Notification Fees. These are billed directly to the owner by the state. Fee should be approximately \$2,600.00.
- Removal or having to move excessive debris or furnishings.
- Utility disconnects, demolition, or removal (cutting and capping).
- Any items to be salvaged to be removed prior to our commencement of work
- Any special circumstances or requirements
- Construction fencing, barricades, or security.
- Temporary lighting and utilities and restroom facilities.

QUALIFICATIONS

- A) All work and related activities to conform to TDSHS, EPA, OSHA and All Regulatory Agencies.
- B) Contractor to provide proper transportation and disposal of all waste to an approved landfill in accordance with NESHAP Regulations.
- C) One million dollar occurrence based liability (two million general aggregate), one million automobile, one million worker’s compensation insurance, pollution liability, and five million umbrella liability.
- D) This proposal is subject to change if not accepted within 60 days.
- E) Invoiced upon completion, net 25 or progress billed toward the end of every month.
- F) **LIEN RIGHTS- Whole is allowed by this proposal and agreement to charge an additional \$450 for mailing it’s 1st notice of intent to lien for non payment to protect it’s lien rights. Whole is allowed to charge an additional charge of \$2,500.00 for having to file a lien for non payment. Whole is allowed to charge an additional \$4,500 for having to file suit for foreclosure plus all court cost, attorney’s fees and contractor’s expenses for foreclosure on the property and any interest or damages allowed by law. Owners/Lease Holder will not dispute the character, timeliness, or content of contractor’s notices as long as the notices are sufficient enough to show that proper payment has not been made according to the terms of this agreement.**

Should you have any additional questions, please feel free to contact me at the above captioned office number or on my mobile at 214.500.6338.

Sincerely,



David Cross

Path: DC/My Docs/proposal/2015/City Ferris- 211 E 8th Asbestos

CLIENT ACCEPTANCE

Agreed to this _____ day of _____ 2015.

Service:
Net Amount: \$

Authorized Signature

Title



AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: City of Ferris

ADDRESS: 100 TOWN PLAZA
FERRIS, TEXAS 75125

SUBMITTED BY: Whole Environmental, Inc.

NAME: David Cross

ADDRESS: 941 FM 1139, Rockwall, TX 75032

PRINCIPAL OFFICE: Same as Above

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable):

211 EAST 8TH STREET- Asbestos Abatement

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify) **Asbestos Abatement**

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? **10+**

§ 1.2 How many years has your organization been in business under its present business name? **8**

§ 1.2.1 Under what other or former names has your organization operated?

Whole Environmental

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: **2/27/2007**

§ 1.3.2 State of incorporation: **Texas**

§ 1.3.3 President's name: **David Cross**

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

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

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

1795- Demolition- All States

1799- Asbestos Abatement- TX

License#: 80-0823

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Texas

§ 3. EXPERIENCE

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

Demolition- Selective and Whole

Asbestos Abatement

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 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

§ 3.4 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.

§ 3.4.1 State total worth of work in progress and under contract:

\$390,027.27

§ 3.5 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.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$1,127,084.14

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

See Attached

§ 4.2 Bank References:

See Attached

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

N/A

§ 4.3.2 Name and address of agent:

N/A

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6. SIGNATURE

§ 6.1 Dated at this **3rd** day of **February, 2016**

Name of Organization: **Whole Environmental, Inc.**

By: *[Signature]*

Title: **President**

§ 6.2

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

Subscribed and sworn before me this **3rd** day of **February** 20 **16**

Notary Public: *[Signature]*

My Commission Expires: **2/25/2018**



Additions and Deletions Report for
AIA[®] Document A305[™] – 1986

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:28:18 on 03/22/2006.

PAGE 6

David Cross

~~M~~—being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

...

Subscribed and sworn before me this **3rd** day of **February** ~~20~~2016



Notary:

A handwritten signature in cursive script, appearing to read "Jennie Hess".

My commission expires: **2/25/2018**

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Charles V. Bucci, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:28:18 on 03/22/2006 under Order No. 1000201877_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986 - Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

2/3/2016

(Dated)



Whole Environmental, Inc.
941 FM 1139
Rockwall, TX 75032
Phone: (214) 500-6338
Fax: (469) 338-5935
david@wholeenvironmental.com

Whole Environmental, Inc.'s Company Information

Whole Environmental, Inc. brings way more to the table than our 10 year portfolio shows. We specialize in a wide array of environmental work that includes:

- Demolition (partial or complete)
- Asbestos, Lead, and Mold Abatement
- Remediation of hazardous substances, under-ground storage tanks, pits, septic, soil remediation, spills, and contaminants
- Landscape

Doing business with Whole Environmental, Inc. is always seamless and easy because we are properly licensed and insured to perform all of the work mentioned above. We work within the Texas Department State Health Services guidelines to notify of a remediation ,remove any hazardous materials, and notify the state, if any additional asbestos is found.

We strive to please the customer just as much as we strive to be environmentally friendly. Having experience with LEED projects, we regularly recycle more than half of our demolition waste.

Construction Projects in Progress:

- Project: CVS#10946- Asbestos Abatement & Demolition
- GC: Project Builders
- Contract Amount: \$213,481.27
- Schedule Completion Date: 2/26/2016

- Project: Kaufman HS- Old Gym- Asbestos Abatement
- GC: Balfour Beatty
- Contract Amount: \$131,171.00
- Scheduled Completion Date: 2/5/2016

- Project: Alvarado Jr. H.S. Asbestos Abatement
- GC: Ratcliff Constructors
- Contract Amount: \$45,375
- Scheduled Completion Date: 1/29/2016

Previous Customers:

US Capital Visitors Center Construction - Washington DC

Asbestos abatement of steam tunnels and demolition of steam tunnels, slurry walls, tunnel encasements, and buried earthen shoring.

Langley AFB, VA, F-22 Facilities Project

Asbestos abatement, several UST removals, contaminated water and sludge disposal, and demolition of 3 huge double sided aircraft hangers and repair facilities.

Hyatt Hotel- DFW Airport

13 story hotel implosion. Asbestos abatement of 13 floors and lower levels followed by full gut and implosion for construction of terminal D.

Robert Mueller Airport- Austin, TX

Airport deconstruction. Complete environmental decommission of airport facilities and demolition of all structures.

Lake Ray Hubbard- Heath, TX

Dredge sedimentation from waterway between private properties. Over 5,000 cubic yards of dirt removed.

Arena Operating Group- Dallas, TX

Environmental remediation and demolition of TXU cooling ponds, fuel storage tanks, and several abandoned warehouses for the construction of the American Airlines Center and the W hotel.

Almeda Plant- Houston, TX- \$124,617

Enterprise Products

Asbestos abatement. Remediation of TSI, gasket, and transite in the Power Plant and pipe yard.

Mont Belvieu- \$69,360

Enterprise Products

Asbestos abatement. Remediation of exterior transite and chalkboards. TAHPA or RFCI removal of linoleum and VCT in the pipeline plant, pipe yard, and former school.

Motiva Power Plant #2- Port Arthur, TX- \$1,512,546

E- Source Holdings

Asbestos abatement. Remediation of boilers, tanks, cooling towers and pipe.

Lewisville ISD- Hedrick M.S., Degan, Hedrick M.S., Timbercreek E.S.- \$19,648

Pogue Const.

Selective Demolition.

Collin College- Preston Ridge Campus- Conference Center & Classroom- \$6,923

Pogue Construction

Selective Demolition.

Dallas ISD BP512- Samuell H.S. & Carter H.S.- Dallas, TX- \$45,549

Ratcliff Constructors

Selective Demolition.

Allen ISD- Allen HS- Cafeteria Serving Lines- \$21,976
Piazza Construction, LLC
Selective Demolition.

Dallas ISD BP506- W.T. White H.S. & Ervin E.S.- \$26,961.40
Reeder General Contractors, Inc.
Selective Demolition.

Alvarado Jr. H.S.- Alvarado, TX- \$35,994
Ratcliff Constructors, LP
Asbestos abatement. Remediation of 2 structures, prior to demolition.

Lewisville ISD- Griffin M.S.- The Colony, TX- \$44,969
Balfour Beatty Construction, LLC
Asbestos abatement. Remediation of entire school, prior to demolition.

Lewisville ISD- Camey E.S.- The Colony, TX- \$101,389
Joeris General Contractors, Ltd
Asbestos abatement. Remediation of entire school.

Account References

1. Aramsco- Contact: David Swint 972-880-1757; Acct#104466
2. Sunbelt Rentals- 800-508-4756; Acct#492840
3. BKW- Russell Hancock- Acct# WE002

Bank Financial Information

American National Bank- Acct#:300067311; 2865 Ridge Rd., Rockwall, TX 75032; Ph: 972-771-8361

www.wholeenvironmental.com



Whole Environmental Demolition

HUB Certificate #1201812240300
Fed EIN# 20-8633372
DSHS Asbestos Abatement Lic#80-0823
DSHS Asbestos Supervisor Lic#80-3326 Reyes Ponce
DSHS Asbestos Supervisor Lic#80-2211 David Jordan

PICS and ISNetworld Compliant

David Cross

Rockwall, TX

214.500.6338

david@wholeenvironmental.com

EDUCATION

Bachelor of Business Administration- Stephen F. Austin State University

SUMMARY OF QUALIFICATIONS

- 25+ years of sales experience throughout various supply chains from manufacturer, distributor, wholesale supplier, service center, and contractor/sub-contractor.
- 15+ years of company and employee problem solving, dispute resolution, proactive problem prevention, enforcement of company policies and programs, and implementation of new company policy.
- 15+ years of experience in growing a start-up business and managing all facets of the day-to-day business which grew to 300+ employees and multi-state offices and operations.
- 15+ years of estimating, budget, and profit/loss experience.
- 5+ years of managing 3 branch managers and 5 division managers.
- Demonstrated ability to lead, manage, increase sales, and increase profitability.
- Repeated accomplishment of new business development in new markets and expanding existing.
- Significant ability to build customer base and retain repeat sales and business.
- Ability to “Partner” with customers to become a necessary part of their needs.
- Effective planning, communication, and process skills to manage personnel, budget, and time.

CAREER OVERVIEW

Whole Environmental- Principal, 2005 to Present

- Start-up business in the field of environmental and demolition work. Completed projects in the removal of asbestos, lead, mold, demolition, selective demolition, fire code/life safety, concrete, dirt work, silt removal/dredging of ponds, and a design/build asbestos removal and demolition of 40’ off the end of a 2 story building that included moving all utilities and meters and structural rebuild of the end of the building while occupied. Many projects over \$100K with 2 over \$300K. Annual sales in the \$1M range.

ICE Contractors, Inc- Vice-President/Principal, 1995-2005

- Start-up business that doubled in sales 6 years in a row with the largest single contract being over \$6M.
- Increased business and offerings by opening additional offices across the US (Washington DC, Houston, TX, and Spokane, WA) and added 4 divisions (general construction, plumbing, HVAC/mechanical, and demolition) to increase business and capabilities to perform more complex work and larger projects. Personally responsible for about 50% of the company sales. Annual sales to \$15M+.
- Provided requested audited financial statements to the bonding company for several years to prove our reviewed financials, since the bonding company could not believe the profit margins. The profit margins were the highest they had ever seen for a contractor, usually around 50%.
- Increased profit by strict control over spending by negotiating with suppliers and controlling inventory, contained overhead and labor burden costs by limiting turnover and negotiating and controlling cost aspects of insurance and worker’s compensation issues, and implemented systems and accountability to increase productivity of employees to decrease the need for additional employees.
- Further increased profit through planning, system management, and job needs analysis of process, personnel, equipment, and project management and taught managers to do the same.
- Increased profit through use of budgets, strict adherence to budgeting, and implementation of budgeting goals with branch managers, supervisors and superintendents.

- Experienced in all operations of managing the business including: sales, personnel, accounting, accounts payable and receivables, collections, payroll, employee tax and burden, income taxes, insurances, project formation and management, purchasing and hiring.
- Developed accounting system and job costing systems, schedules for bid formation and estimating, most forms used by company and personnel, company logo, company name, company literature, filing systems, tracking systems, legal documents, contracts, agreements, and an internet based management program for tracking bids, jobs, job progress and automatic e-mail of assignments to employees based on job completion/progress, and interoffice e-mail.
- Purchased all vehicles, heavy equipment, leases, most capital equipment, and all properties.
- Negotiated with owners, consultants, and contractors for contracts and contract provisions.
- Responsible for resolving approximately 95% of all disputes.
- Took over management of all jobs that did not track their budget.
- Set up partnerships and corporations for asset protection.
- Worked with commercial property owners, property managers, federal, state, county and municipal governments, colleges, school districts, industrial plants, private businesses, other contractors, consultants, and medical institutions.

J.A. Sexauer- District Manager, 1994-1995

- Sales, marketing, and merchandising of plumbing, electrical, HVAC, industrial, and maintenance supply products to distributors, retailers, government, and facility maintenance departments.
- Quota goals obtained and consistently exceeded.
- All bonus contests were obtained at the highest level of production or pay-out.
- Responsible for all aspects of territory development and management.
- No training to start was supplied.
- Territory had very little business and competition was entrenched in customers.
- Wholesale sales to: Plumbing shops, hardware stores, and industrial suppliers.
- Retail customers: school districts, hospitals, property management, nursing homes, hotels, contractors, industrial plants, government facilities, and others.

S-B Power Tools, Robert Bosch Power Tool Corp.- Sales Representative, 1989-1994

- Promoted to a larger and more challenging territory (1993) in Dallas, North Central Texas, and East Texas, where I increased sales by 34% (approx. \$300K) and exceeded quota by 21%.
- Top performer in a region of 11.
- Promoted to sales (1991) in Western Tennessee, Arkansas, Northern Mississippi, and Louisiana, where I successfully rebuilt a declining territory to an increase in sales of 15% (approx. \$150K) and exceeded quota by 10%.
- Responsible for selling products, services, writing and presenting proposals, training distributor sales people, merchandising and promotions to retail hardware stores and chains, construction and industrial suppliers and distributors, rental stores and yards, COOPs, and OEMs.
- Duties included: Maintaining accounts, developing new business and accounts, collections, and advertising and promotions of products.
- Called on owners, officers, and purchasing agents.
- Doubled the size of the previous second largest account in the territory to form the largest account ever in the territory.
- Management trainee in a factory service center and the first ever to be promoted from service to sales representative in the history of Bosch. Youngest ever, also.

- Responsible for inventory and had the lowest inventory to inventory turn over ratio of all the service centers in the US.
- Sales increase of over 30%. Took sales from an average of less than \$30K per month to over \$40K.
- Service Center Manager quit and I assumed all responsibilities for service technicians, reporting, inventory, shipping and receiving, cash transactions, and many weekly and monthly reports prior to being promoted to a sales territory.

CHARACTER/ABILITIES

I am a bit of a work-a-holic and slight perfectionist.

I will run your business like it is my own, but I will have no problem running it your way.

I will put in the time to get the job done.

I usually get along with everyone, even those whom no one else does and have the ability to motivate them all.

TRAINING and LICENSURE

Certified in Professional Selling Skills III

Lead Supervisor

Mold Contractor trained, not licensed

REYES PONCE

1521 AMITY LANE DALLAS, TEXAS (972) 400-9089, RPELLC10@HOTMAIL.COM

EXPERIENCE

3/1/1985 TO 1995	Mesa Environmental Services, Inc.	<i>Fort Worth, Texas</i>
	<ul style="list-style-type: none">• Asbestos Worker• Asbestos Supervisor• Superintendent	
1995 TO 2005	ICE, Inc.	<i>Dallas, Texas</i>
	<ul style="list-style-type: none">• Co-Owner• Project Manager	
2006 TO 2012	Ponce Contractors, Inc.	<i>Dallas Texas</i>
	<ul style="list-style-type: none">• Owner	
2012 TO PRESENT	Whole Environmental, Inc.	<i>Rockwall, TX</i>
	<ul style="list-style-type: none">• Project Manager• Abatement Supervisor	

REFERENCES

References are available on request.

DSHS Asbestos Supervisor Lic#80-3326 Reyes Ponce

DAVID JORDAN

456 PADDLE DRIVE, CROWLEY, TEXAS 76036 (817) 680-1586 RPELLC20@HOTMAIL.COM

EXPERIENCE

- | | | |
|---|-----------------------------------|-------------------|
| FEBRUARY 2014 TO PRESENT | Whole Environmental, Inc. | Rockwall, Texas |
| ASBESTOS SUPERVISOR | | |
| <ul style="list-style-type: none">• Project Manger• Estimator• Sales | | |
| 2/15/2010 TO FEBRUARY 2014 | Golden Stars Environmental ,Inc. | Corsicana, Texas |
| CO-OWNER | | |
| ASBESTOS, LEAD, MOLD ABATEMENT
IN-DOOR AIR QUALITY | | |
| 3/1/2003 TO 2/1/2010 | Greater Texas Environmental, Inc. | Beaumont, Texas |
| CO-OWNER | | |
| <ul style="list-style-type: none">• Asbestos, Lead, Mold Abatement• In-Door Air Quality• Demolition (Interior and Structural) | | |
| 3/1/1986 TO 3/1 2003 | Mesa Environmental, Inc. | Fort Worth, Texas |
| <ul style="list-style-type: none">• Asbestos, lead, mold abatement• Hazardous Material Management | | |

EDUCATION

Stephen F. Austin State University

**DSHS Asbestos Supervisor
Lic#80-2211 David Jordan**

•

REFERENCES

References are available on request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TDECU Insurance Agency LLC 1520 Hwy 159 W Bellville TX 77418		CONTACT NAME: Tajuana Iselt PHONE (A/C, No, Ext): (800)897-1395 E-MAIL ADDRESS: tiselt@tdecuinsurance.org FAX (A/C, No): (979)238-8371	
INSURED Whole Environmental, Inc. 941 FM 1139 Rockwall TX 75032		INSURER(S) AFFORDING COVERAGE INSURER A: Rockhill Insurance Company INSURER B: Allied Property & Casualty Ins INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CGLUMB16-17autoimwc15-16

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR xcu included contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENVP000337-04	2/2/2016	2/2/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACP7263854776	3/11/2015	3/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Non-owned \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENVE000338-04	2/2/2016	2/2/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SBP-0001156600	4/16/2015	4/16/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	equipment floater w/ rented equipment coverage			ACP7263854776	3/11/2015	3/11/2016	scheduled \$132,500 rented \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSURED SAMPLE CERTIFICATE.

CERTIFICATE HOLDER

INSURED SAMPLE CERTIFICATE.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brent Wieprecht/BRENT

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City of Ferris

AGENDA ITEM REPORT

Meeting Date:	March 7, 2016
Department:	City Manager
Submitted By:	Trudy Lewis, Budget & HR Director
Previously Reviewed By:	
Item Type:	<input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action
Budgeted Expense:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____

Attachments:

Ordinance O-16-812, a PowerPoint presentation, changes by line item, and an all funds summary is attached.

Discussion / Justification:

This agenda item is coming forward for Council consideration to amend the FY 2015-16 budget due to confirmed beginning fund balances for the year, previously approved Council action after the adoption of the budget, and unforeseen expenditures necessary before the end of the fiscal year. The budget is typically modified in April based on necessary changes and this year is being presented after only 5 months due to the volume of changes already presented to Council. Staff is also pleased to present the final audited beginning fund balances as part of this amendment which confirms the City's financial standing as a part of consideration for amending the budget.

This item does require a vote.

Recommendation / Staff Comments:
Staff recommends approval of Ordinance Number 0-16-812.
Motion(s):
Motion to approve Ordinance No. O-16-812 to amend the FY 2015-16 budget as presented.

ORDINANCE NO. O-16-812

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Ferris City Council having adopted the fiscal year 2015-2016 budget on September 8, 2015; and

WHEREAS, the City of Ferris has completed five (5) months of its current fiscal year beginning October 1, 2015 and ending September 30, 2016; and

WHEREAS, upon examination and review of revenues and expenditures for these past five (5) months of the current fiscal year, the City Council has determined it necessary to amend and modify the operating budgets of the General Fund, Water and Sewer Fund, and Special Revenue Funds due to unforeseen conditions which could not and were not included in the original budget; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS, THAT:

Section 1. That the budgetary appropriations for the fiscal year beginning October 1, 2015 and ending September 30, 2016, for the support of the City of Ferris, Texas be hereby amended and modified in accordance with the documents attached herewith as Exhibit "A" and "B" and incorporated herein by reference for all purposes.

Section 2. A copy of this ordinance amending and modifying the fiscal year budget beginning October 1, 2015 and ending September 30, 2016, shall be filed with the City Secretary of the City of Ferris, Texas, who shall attach it to the budget originally adopted.

Section 3. That the City Manager and/or Finance Director is authorized to invest any funds not needed for current use whether operating funds or bonds, according to the adopted Investment Policy in the official City depositories, all of which investment shall be in accordance with the law.

Section 4. The fact that the fiscal year is ongoing requires that this Ordinance be effective upon its passage and adopted to preserve the public peace, property, health, and safety, and shall be in full force and affect from and after its passage and adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Ferris, Texas, on this 7th of March, 2016.

APPROVED:

Micheal L. Driggars, Mayor

ATTEST:

Destiny Lusk Wright, City Secretary

APPROVED AS TO FORM:

Kent S. Hofmeister, City Attorney

FY 2015-16 REVENUES AND EXPENDITURES AMENDMENT
"EXHIBIT A"
LINE ITEM DETAIL

<u>Fund</u>	<u>Department</u>	<u>Type</u>	<u>Line Item</u>	<u>Item Description</u>	<u>Current Budget</u>	<u>Amendment</u>	<u>Explanation</u>	
1	GF	N/A	Revenue	10-100-3739	Public Grants Proceeds	\$ 286,762.00	\$ (625.00)	Grant funds for body cameras not received
2	GF	N/A	Revenue	10-100-3803	Proceeds - Sale of Fixed Assets	\$ 10,000.00	\$ 360,000.00	Sale of 108 acres at golf course
3	GF	N/A	Revenue	10-100-3126	WMI Senior Srvs Contribution	\$ 4,800.00	\$ 3,600.00	Increase in WM contribution by \$400/month
Total General Fund Revenue Increase						\$ 362,975.00		
4	GF	Council	Expense	10-10-4320	Janitorial Services	\$ 2,000.00	\$ (2,000.00)	Hiring of a part-time facility maintenance tech
5	GF	Council	Expense	10-10-4911	Council Reserves	\$ 100,000.00	\$ 15,037.00	Additional cost for Senior Center asbestos abatement
6	GF	Council	Expense	10-10-4420	Building/Construction Improvements	\$ 2,500.00	\$ 184,963.00	Renovation cost for Senior Center
Total Council Amendment						\$ 198,000.00		
7	GF	City Manager	Expense	10-11-4111	Regular Salaries/Wages	\$ 166,021.00	\$ 51,273.23	Hiring of Budget & HR Director
8	GF	City Manager	Expense	10-11-4121	FICA	\$ 13,175.00	\$ 3,922.39	Hiring of Budget & HR Director
9	GF	City Manager	Expense	10-11-4123	Workers Compensation	\$ 775.00	\$ 279.02	Hiring of Budget & HR Director
10	GF	City Manager	Expense	10-11-4124	TMRS	\$ 11,711.00	\$ 3,486.00	Hiring of Budget & HR Director
11	GF	City Manager	Expense	10-11-4126	Unemployment Insurance	\$ 108.00	\$ 36.00	Hiring of Budget & HR Director
12	GF	City Manager	Expense	10-11-4127	Health Insurance	\$ 17,124.00	\$ 4,280.76	Hiring of Budget & HR Director
13	GF	City Manager	Expense	10-11-4128	Dental Insurance	\$ 812.00	\$ 202.77	Hiring of Budget & HR Director
14	GF	City Manager	Expense	10-11-4129	Life Insurance	\$ 177.00	\$ 44.10	Hiring of Budget & HR Director
15	GF	City Manager	Expense	10-11-4130	Vision Insurance	\$ 277.00	\$ 69.03	Hiring of Budget & HR Director
16	GF	City Manager	Expense	10-11-4230	Janitorial Services	\$ 3,500.00	\$ (3,500.00)	Hiring of a part-time facility maintenance tech
17	GF	City Manager	Expense	10-11-4363	Other Professional Services	\$ 12,000.00	\$ 10,500.00	Public Works Consultant
19	GF	City Manager	Expense	10-11-4233	Janitorial Supplies	\$ 150.00	\$ 50.00	Reallocation based on Finance move to City Hall
20	GF	City Manager	Expense	10-11-4420	Building/Construction Improvements	\$ -	\$ 160,000.00	PW building renovation and 12' water line
Total City Manager Amendment						\$ 230,643.30		
21	GF	Finance	Expense	10-16-4230	Janitorial Services	\$ 3,200.00	\$ (3,200.00)	Hiring of a part-time facility maintenance tech
22	GF	Finance	Expense	10-16-4233	Janitorial Supplies	\$ 200.00	\$ (200.00)	Reallocation based on Finance move to City Hall
Total Finance Amendment						\$ (3,400.00)		
23	GF	Code	Expense	10-18-4116	Part-time Salaries	\$ -	\$ 7,132.72	Hiring of a part-time facility maintenance tech
24	GF	Code	Expense	10-18-4121	FICA	\$ 4,622.00	\$ 545.58	Hiring of a part-time facility maintenance tech
25	GF	Code	Expense	10-18-4123	Workers Compensation	\$ 617.00	\$ 72.74	Hiring of a part-time facility maintenance tech
26	GF	Code	Expense	10-18-4126	Unemployment Insurance	\$ 36.00	\$ 36.00	Hiring of a part-time facility maintenance tech
27	GF	Code	Expense	10-18-4363	Other Professional Services	\$ 44,500.00	\$ 750.00	Carpet cleaning for all facilities
28	GF	Code	Expense	10-18-4233	Janitorial Supplies	\$ -	\$ 150.00	Supplies for facility maintenance tech
Total Code Compliance Amendment						\$ 8,687.04		
29	GF	Senior Services	Expense	10-30-4351	Electric Service	\$ -	\$ 150.00	Electricity bills
Total Senior Services Amendment						\$ 150.00		
30	GF	Library	Expense	10-32-4230	Janitorial Services	\$ 5,500.00	\$ (5,500.00)	Hiring of a part-time facility maintenance tech
31	GF	Library	Expense	10-32-4321	Building/Facility Repairs	\$ 3,000.00	\$ 2,910.00	Roof, fence, and door repairs
Total Library Amendment						\$ (2,590.00)		
32	GF	Main Street	Expense	10-34-4111	Regular Salaries/Wages	\$ 50,420.00	\$ (34,672.93)	Elimination of ED position
33	GF	Main Street	Expense	10-34-3421	FICA	\$ 4,049.00	\$ (3,373.34)	Elimination of ED position
34	GF	Main Street	Expense	10-34-4122	Service Award	\$ 400.00	\$ (400.00)	Elimination of ED position

35	GF	Main Street	Expense	10-34-4123	Workers Compensation	\$ 239.00	\$ (137.90)	Elimination of ED position
36	GF	Main Street	Expense	10-34-4124	TMRS	\$ 3,599.00	\$ (3,049.64)	Elimination of ED position
37	GF	Main Street	Expense	10-34-4126	Unemployment Insurance	\$ 36.00	\$ 13,000.00	Elimination of ED position
38	GF	Main Street	Expense	10-34-4127	Health Insurance	\$ 5,708.00	\$ (4,756.72)	Elimination of ED position
39	GF	Main Street	Expense	10-34-4128	Dental Insurance	\$ 271.00	\$ (225.92)	Elimination of ED position
40	GF	Main Street	Expense	10-34-4129	Life Insurance	\$ 59.00	\$ (49.20)	Elimination of ED position
41	GF	Main Street	Expense	10-34-4130	Vision Insurance	\$ 93.00	\$ (77.68)	Elimination of ED position
42	GF	Main Street	Expense	10-34-4141	Vehicle Allowance	\$ 1,800.00	\$ (1,650.00)	Elimination of ED position
43	GF	Main Street	Expense	10-34-4148	Mobile Phone Allowance	\$ 300.00	\$ (275.00)	Elimination of ED position
44	GF	Main Street	Expense	10-34-4361	Legal Service	\$ -	\$ 215.00	Staff consultation with City Attorney
45	GF	Main Street	Expense	10-34-4363	Other Professional Services	\$ -	\$ 40,000.00	Contract with SJR
Total Main Street Amendment						\$	4,546.67	
46	GF	Fire	Expense	10-40-4111	Regular Salaries/Wages	\$ 182,272.00	\$ (49,869.00)	Change in Fire Chief
47	GF	Fire	Expense	10-40-4116	Part-time Salaries	\$ 6,000.00	\$ 3,460.00	Transfer from savings in overtime, grant and volunteer appreciation
48	GF	Fire	Expense	10-40-4117	Overtime	\$ 7,500.00	\$ (1,500.00)	Transfer to part-time salaries
49	GF	Fire	Expense	10-40-4118	Standby time for volunteers	\$ 1,500.00	\$ 4,874.00	Transfer from equipment purchase by ESD
50	GF	Fire	Expense	10-40-4121	FICA	\$ 14,572.00	\$ (2,900.99)	Change in Fire Chief
51	GF	Fire	Expense	10-40-4123	Workers Compensation	\$ 6,153.00	\$ (1,224.85)	Change in Fire Chief
52	GF	Fire	Expense	10-40-4124	TMRS	\$ 12,545.00	\$ (2,698.56)	Change in Fire Chief
53	GF	Fire	Expense	10-40-4127	Health Insurance	\$ 22,831.00	\$ (4,280.76)	Change in Fire Chief
54	GF	Fire	Expense	10-40-4128	Dental Insurance	\$ 1,082.00	\$ (202.77)	Change in Fire Chief
55	GF	Fire	Expense	10-40-4129	Life Insurance	\$ 235.00	\$ (44.10)	Change in Fire Chief
56	GF	Fire	Expense	10-40-4130	Vision Insurance	\$ 639.00	\$ (69.03)	Change in Fire Chief
57	GF	Fire	Expense	10-40-4192	Volunteer Injury Insurance	\$ 6,526.00	\$ (585.00)	Reduced number of active volunteers
58	GF	Fire	Expense	10-40-4253	Volunteer Appreciation	\$ 10,000.00	\$ (2,000.00)	Transfer to part-time salaries
59	GF	Fire	Expense	10-40-4363	Other Professional Services	\$ 1,500.00	\$ 387.50	RCI Environmental, Inc. air quality testing and assessment
60	GF	Fire	Expense	10-40-4422	Building/Construction Improvements	\$ -	\$ 100,973.16	Temporary relocation of fire station
61	GF	Fire	Expense	10-40-4461	Furniture and Fixtures	\$ -	\$ 5,000.00	Furniture associated with the relocation of the fire station
62	GF	Fire	Expense	10-40-4491	Special Purpose Equipment	\$ 33,600.00	\$ (4,874.00)	Transfer to volunteer pay due to ESD purchased equipment for dept
Total Fire Amendment						\$	44,445.60	
63	GF	Police	Expense	10-50-4111	Regular Salaries/Wages	\$ 561,384.20	\$ 21,440.90	Addition of 1 patrol officer for 8 total; change in Police Chief
64	GF	Police	Expense	10-50-4117	Overtime	\$ 25,000.00	\$ 1,131.83	Cost of staff preparing old files for electronic file management
65	GF	Police	Expense	10-50-4121	FICA	\$ 44,843.00	\$ 1,413.67	Addition of 1 patrol officer for 8 total
66	GF	Police	Expense	10-50-4122	Service Award	\$ 6,000.00	\$ (1,200.00)	Turn over in staff
67	GF	Police	Expense	10-50-4123	Workers Compensation	\$ 18,660.00	\$ 766.89	Addition of 1 patrol officers for 8 total
68	GF	Police	Expense	10-50-4124	TMRS	\$ 38,705.00	\$ 1,256.59	Addition of 1 patrol officers for 8 total
69	GF	Police	Expense	10-50-4126	Unemployment Insurance	\$ 684.00	\$ 13,000.00	Cost due to change in Police Chief
70	GF	Police	Expense	10-50-4127	Health Insurance	\$ 85,616.00	\$ 2,853.84	Addition of 1 patrol officers for 8 total
71	GF	Police	Expense	10-50-4128	Dental Insurance	\$ 4,056.00	\$ 135.18	Addition of 1 patrol officers for 8 total
72	GF	Police	Expense	10-50-4129	Life Insurance	\$ 882.00	\$ 58.80	Addition of 1 patrol officers for 8 total
73	GF	Police	Expense	10-50-4130	Vision Insurance	\$ 13,841.00	\$ 46.02	Addition of 1 patrol officers for 8 total
74	GF	Police	Expense	10-50-4259	Clothing and Uniforms	\$ 5,000.00	\$ 600.00	Transfer from camera supplies not needed
75	GF	Police	Expense	10-50-4320	Janitorial Services	\$ 3,500.00	\$ (3,500.00)	Hiring of a part-time facility maintenance tech
76	GF	Police	Expense	10-50-4357	Medical/Vet Service	\$ 1,000.00	\$ 652.93	Reimbursement for staff expense
77	GF	Police	Expense	10-50-4356	Mobile Phone Service	\$ 1,500.00	\$ (1,500.00)	Costs paid out of PW for after hours calls
78	GF	Police	Expense	10-50-4363	Other Professional Services	\$ 4,000.00	\$ 27,411.50	TPCA audit and electronic file management system

79	GF	Police	Expense	10-50-4383	Travel Expense	\$ 750.00	\$ 1,808.52	Mileage reimbursement for dispatchers relocated to Ellis County
80	GF	Police	Expense	10-50-4470	City Awards Banquets & Picnic	\$ 500.00	\$ (161.82)	Transfer to National Night Out
81	GF	Police	Expense	10-50-4472	National Night Out Event	\$ 1,000.00	\$ 161.82	Transfer from city awards, banquets and picnic account
82	GF	Police	Expense	10-50-4224	Photo Supplies	\$ 600.00	\$ (600.00)	Transfer to clothing and uniforms account
83	GF	Police	Expense	10-50-4264	Safety Supplies	\$ 250.00	\$ 353.70	Masks for police officers due to facility contaminants
84	GF	Police	Expense	10-50-4420	Building Construction/Improvements	\$ -	\$ 119,218.61	Temporary relocation of police station
85	GF	Police	Expense	10-50-4461	Furniture and Fixtures	\$ 1,000.00	\$ 4,811.95	Furniture associated with the relocation of the police station
86	GF	Police	Expense	10-50-4480	Automobiles	\$ 45,000.00	\$ 5,424.16	Savings due to less expensive patrol vehicle purchase
87	GF	Police	Expense	10-50-4491	Special Purpose Equipment	\$ 2,500.00	\$ 4,232.88	Necessary upgrades for equipment to 3 vehicles
						Total Police Amendment	\$ 199,817.97	
88	GF	Muni Court	Expense	10-56-4233	Janitorial Supplies	\$ -	\$ 150.00	Transfer from finance department for their move to city hall
						Total Municipal Court Amendment	\$ 150.00	
89	GF	Info Tech	Expense	10-51-4345	Data Processing Maintenance Software	\$ -	\$ 3,360.00	Additional cost for upgrade of server
						Total Information Technology Amendment	\$ 3,360.00	
90	GF	Streets	Expense	10-91-4126	Unemployment Insurance	\$ 72.00	\$ 9,000.00	Cost for change in personnel
91	GF	Streets	Expense	10-91-4440	Yellow Jacket Trail Improvements	\$ 250,000.00	\$ (110,000.00)	Modified scope of work for Yellow Jacket Trail
						Total Streets Amendment	\$ (101,000.00)	
92	GF	Police Awarded	Expense	10-14-4245	Data Processing Maintenance Software	\$ 4,200.00	\$ (4,200.00)	Savings due to change in body camera system purchase
93	GF	Police Awarded	Expense	10-14-4363	Other Professional Services	\$ -	\$ 5,100.00	Document electronic management system upgrade - split with 50-4363
94	GF	Police Awarded	Expense	10-14-4382	Professional Training	\$ 1,100.00	\$ (1,100.00)	Savings due to change in body camera system purchase
95	GF	Police Awarded	Expense	10-14-4491	Special Purpose Equipment	\$ 7,000.00	\$ 200.00	Change in body camera system purchase
						Total Police Awarded Amendment	\$ -	
						Total General Fund Amendment:	\$ 582,810.58	

<u>Fund</u>	<u>Department</u>	<u>Type</u>	<u>Line Item</u>	<u>Item Description</u>	<u>Current Budget</u>	<u>Amendment</u>	<u>Explanation</u>	
96	UF	Public Works	Revenue	80-80-3129	WMI Utility Statement	\$ -	\$ 4,083.00	Annual contribution of \$7,000 starting in March for new water bill
Total Utility Fund Revenue Increase						\$ 4,083.00		
97	UF	Public Works	Expense	80-80-4430	Water system improvements	\$ -	\$ 38,355.48	2006 CO Bond Funds for 12" water line
98	UF	Public Works	Expense	80-80-4111	Regular Salaries/Wages	\$ 171,247.00	\$ 15,472.81	Public Works Director
99	UF	Public Works	Expense	80-80-4117	Overtime	\$ 6,000.00	\$ 5,040.00	Transfer from vacancy savings in regular pay due to overturn in staff
100	UF	Public Works	Expense	80-80-4121	FICA	\$ 13,162.00	\$ 1,569.24	Public Works Director
101	UF	Public Works	Expense	80-80-4124	TMRS	\$ 11,700.00	\$ 1,328.81	Public Works Director
102	UF	Public Works	Expense	80-80-4126	Unemployment Insurance	\$ 180.00	\$ 22,111.00	Cost for former employees
103	UF	Public Works	Expense	80-80-4127	Health Insurance	\$ 28,539.00	\$ 1,902.56	Public Works Director
104	UF	Public Works	Expense	80-80-4128	Dental Insurance	\$ 1,352.00	\$ 90.12	Public Works Director
105	UF	Public Works	Expense	80-80-4129	Life Insurance	\$ 294.00	\$ 19.60	Public Works Director
106	UF	Public Works	Expense	80-80-4130	Vision Insurance	\$ 461.00	\$ 30.68	Public Works Director
107	UF	Public Works	Expense	80-80-4351	Electric Service	\$ 40,000.00	\$ 234.56	Temporary pole for new PW building
108	UF	Public Works	Expense	80-80-4315	Electric Motor/Pump Repairs	\$ 4,000.00	\$ 10,972.00	Pump failure repair cost and rental fee for remainder of year
109	UF	Public Works	Expense	80-80-4333	Water and sewer system repairs	\$ 30,000.00	\$ 30,250.00	Transfer from sewer system improvements
110	UF	Public Works	Expense	80-80-4420	Building/Construction Improvements	\$ 6,000.00	\$ 7,470.50	Relocation of public works building and associated electrical cost
111	UF	Public Works	Expense	80-80-4430	Water system improvements	\$ -	\$ 25,400.00	Downtown well failure and upgrade
112	UF	Public Works	Expense	8080-4431	Sewer System Improvements	\$ 58,000.00	\$ (30,250.00)	Transfer to water and sewer system repairs due to cost overruns
Total Utility Fund Amendment						\$ 129,997.36		

**FY 2015-16 REVENUES AND EXPENDITURES AMENDMENT
ALL FUNDS SUMMARY
"EXHIBIT B"**

	AMENDED REVENUE 2015-2016	AUDITED FUND BALANCE 2015-2016	TOTAL REVENUE + FUND BALANCE 2015-2016	AMENDED EXPENDITURES 2015-2016	ADOPTED EXPENDITURES 2015-2016	ADOPTED VERSES AMENDED	ENDING FUND BALANCE 2015-2016
General Fund	\$3,775,140.62	\$1,192,967.82	\$4,968,108.44	\$4,280,088.80	\$3,697,278.22	\$582,810.58	\$688,019.64
Police Awarded Fund	\$0.00	\$22,765.00	\$22,765.00	\$12,300.00	\$12,300.00	\$0.00	\$10,465.00
Methane Fund	\$165,050.00	\$195,332.63	\$360,382.63	\$134,363.00	\$134,363.00	\$0.00	\$226,019.63
Deep Reserves	\$0.00	\$131,966.19	\$131,966.19	\$0.00	\$0.00	\$0.00	\$131,966.19
Utility Fund	\$1,006,503.00	\$297,374.02	\$1,303,877.02	\$1,244,007.88	\$1,152,366.00	\$91,641.88	\$59,869.14
Deep Reserves	\$0.00	\$130,070.95	\$130,070.95	\$0.00	\$0.00	\$0.00	\$130,070.95
Fluid 1 Fund	\$0.00	\$3,760.55	\$3,760.55	\$0.00	\$0.00	\$0.00	\$3,760.55
Fluid 2 Fund	\$0.00	\$10,031.24	\$10,031.24	\$0.00	\$0.00	\$0.00	\$10,031.24
2006 Certificate of Obligation Fund	\$0.00	\$38,355.48	\$38,355.48	\$38,355.48	\$0.00	\$38,355.48	\$0.00
Debt Service	\$267,740.75	\$30,830.20	\$298,570.95	\$267,740.75	\$267,740.75	\$0.00	\$30,830.20
2011 Certificate of Obligation Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4A EDC Fund	\$120,250.00	\$559,431.93	\$679,681.93	\$286,100.00	\$286,100.00	\$0.00	\$393,581.93
4B EDC Fund	\$120,100.00	\$116,108.69	\$236,208.69	\$130,000.00	\$130,000.00	\$0.00	\$106,208.69
Court Technology Fund	\$13,500.00	\$35,513.03	\$49,013.03	\$11,500.00	\$11,500.00	\$0.00	\$37,513.03
Court Security Fund	\$10,000.00	\$7,657.32	\$17,657.32	\$3,400.00	\$3,400.00	\$0.00	\$14,257.32
TOTAL	\$5,478,284.37	\$2,772,165.05	\$8,250,449.42	\$6,407,855.91	\$5,707,347.97	\$700,507.94	\$1,842,593.51

FY 2015-16 Budget Amendment

MARCH 7, 2016



General Fund Adopted Budget

- Beginning fund balance: \$700,000
- Deep reserves: \$130,000
- Expenditures: \$3,709,578
- Daily spending average: \$10,163
- Days in reserve: 39

Audited General Fund

- Finalizes all expenses from FY 2014-15
- Calculates accounting principals such as accruals, liabilities and assets
- Establishes the actual beginning fund balance for the current fiscal year
- Audited cash beginning fund balance for FY 2016: \$1,192,968
- Net increase: \$492,698
- Actual adopted days in reserve: 117

Amended General Fund

- Total expenses \$4,280,089
- Total increase in revenues \$362,975
- Net Increase from Adopted Budget Expenditures: \$582,811
 - Includes the Senior Center renovations
 - Includes Public Works building relocation and renovation
 - Includes 12" water line cost of \$100k
 - Includes the Police/Fire Station Relocation cost of \$235k
 - The entire amount is not expensed this year but must be encumbered and will carryforward to FY 2017 and FY 2018
 - We still have an insurance claim pending that could reimburse the City for at least a portion of costs.

Days in Reserve Analysis

- Average daily spending \$11,726
- Amended budget projected ending fund balance \$688,020
- Days in reserve
 - 59 without deep reserves
 - 70 with deep reserves

Utility Fund Adopted Budget

- Beginning fund balance: \$300,000
- Deep reserves: \$130,000
- Expenditures: \$1,152,366
- Daily spending average: \$3,157
- Ending Fund Balance: \$150,054
- Days in reserve: 47

Audited Utility Fund

- Audited beginning fund balance for FY 2016: \$297,374
- Net decrease: \$2,626
- Actual adopted days in reserve: 47

Amended Utility Fund

- Total expenses: \$1,244,008
- Net increase in adopted budget: \$91,642
 - Includes unexpected lift station failure costs
- Projected fund balance: \$59,869
- Days in reserve:
 - 18 without deep reserves
 - 56 with deep reserves

Utility Fund Management

- Experiencing chronic pump failures, breaks and leaks
- Water loss of over 1 million gallons per month
- Increased costs from TRA and Rocket
- Developing a multi-tiered strategy to address the issue
 - Hired a highly experienced PW consultant
 - Developing a Capital Improvement Plan
 - Water rate increase implementation
 - Water loss isolation

On-Going Budget Management

- Fiscal expertise
 - What do we know about our finances now and how can we improve it?
- Fiscal fitness
 - What is reasonable for our savings, expenditures, and where are we headed?
- Outside partnerships
 - Can someone assist us with costs?
- Internal practices
 - Employee recruitment and retention
- Policy considerations
 - Proposing an annual savings/reserve target.
 - Proposing holiday and compensation time changes.
- Restructuring of debt
 - Can we reduce the 37%?

FY 2015-16 REVENUES AND EXPENDITURES AMENDMENT

ALL FUNDS SUMMARY

"EXHIBIT B"

	AMENDED REVENUE 2015-2016	AUDITED FUND BALANCE 2015-2016	TOTAL REVENUE + FUND BALANCE 2015-2016	AMENDED EXPENDITURES 2015-2016	ADOPTED EXPENDITURES 2015-2016	ADOPTED VERSES AMENDED	ENDING FUND BALANCE 2015-2016
General Fund	\$3,775,140.62	\$1,192,967.82	\$4,968,108.44	\$4,280,088.80	\$3,697,278.22	\$582,810.58	\$688,019.64
Police Awarded Fund	\$0.00	\$22,765.00	\$22,765.00	\$12,300.00	\$12,300.00	\$0.00	\$10,465.00
Methane Fund	\$165,050.00	\$195,332.63	\$360,382.63	\$134,363.00	\$134,363.00	\$0.00	\$226,019.63
Deep Reserves	\$0.00	\$131,966.19	\$131,966.19	\$0.00	\$0.00	\$0.00	\$131,966.19
Utility Fund	\$1,006,503.00	\$297,374.02	\$1,303,877.02	\$1,244,007.88	\$1,152,366.00	\$91,641.88	\$59,869.14
Deep Reserves	\$0.00	\$130,070.95	\$130,070.95	\$0.00	\$0.00	\$0.00	\$130,070.95
Fluid 1 Fund	\$0.00	\$3,760.55	\$3,760.55	\$0.00	\$0.00	\$0.00	\$3,760.55
Fluid 2 Fund	\$0.00	\$10,031.24	\$10,031.24	\$0.00	\$0.00	\$0.00	\$10,031.24
2006 Certificate of Obligation Fund	\$0.00	\$38,355.48	\$38,355.48	\$38,355.48	\$0.00	\$38,355.48	\$0.00
Debt Service	\$267,740.75	\$30,830.20	\$298,570.95	\$267,740.75	\$267,740.75	\$0.00	\$30,830.20
2011 Certificate of Obligation Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4A EDC Fund	\$120,250.00	\$559,431.93	\$679,681.93	\$286,100.00	\$286,100.00	\$0.00	\$393,581.93
4B EDC Fund	\$120,100.00	\$116,108.69	\$236,208.69	\$130,000.00	\$130,000.00	\$0.00	\$106,208.69
Court Technology Fund	\$13,500.00	\$35,513.03	\$49,013.03	\$11,500.00	\$11,500.00	\$0.00	\$37,513.03
Court Security Fund	\$10,000.00	\$7,657.32	\$17,657.32	\$3,400.00	\$3,400.00	\$0.00	\$14,257.32
TOTAL	\$5,478,284.37	\$2,772,165.05	\$8,250,449.42	\$6,407,855.91	\$5,707,347.97	\$700,507.94	\$1,842,593.51

Questions

