

F1

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|----------------------|-------------|
| 001-0210-40964-00000-000 | Contracting Election | \$35,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|------------------|-------------|
| 001-0210-50801-00000-000 | Supplies | \$10,000.00 |
| 001-0210-50848-00000-000 | Holding Salaries | \$25,000.00 |
| | | |
| | | |
| | | |
| | | |


Signature of Department Head

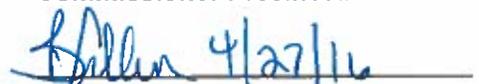
4-25-2016
Date Signed

Elections
Department

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

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

Approved by County Auditor's Office:

 4/27/16

Needs court approval

F2

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|--------------------------|---------------|
| 001-0210-40719-00000-000 | Chapter 19 State Funding | \$ (1,193.87) |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|-------------------------|-------------|
| 001-0210-50800-00000-000 | Chapter 19 Expenditures | \$ 1,193.87 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |


Signature of Department Head

4-15-16
Date Signed

Elections
Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

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

Approved by County Auditor's Office:


Bollen 4/21/16

Needs court approval

F3

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|-------------------------------|--------------|
| 012-0755-30302-00000-000 | FM4/FUND BAL. CARRYOVER | 50,000.00 ✓ |
| 006-0754-30302-00000-000 | 4 RB\$/FUND BAL. CARRYOVER | 150,000.00 ✓ |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|-----------------------------------|----------------------|--------------|
| 012-0755-50909-00000-000 | FM4/REPAIRS & PARTS | 50,000.00 ✓ |
| 50915 006-0754-50815-00000-000 | RB4/EMULSION Asphalt | 150,000.00 ✓ |

RECEIVED

MAY 02 2016

ELLIS COUNTY
AUDITOR

[Signature]
Signature of Department Head

ROAD & BRIDGE PCT. 4
Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

needs county support

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

Approved by County Auditor's Office:

[Signature]



ELLIS COUNTY TAX ASSESSOR COLLECTOR

JOHN BRIDGES, RTA, CTA, CSTA
Ellis County Tax Assessor/Collector



P.O. Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151

E-Mail: john.bridges@publicans.com
Website: www.elliscountytax.com

FY

April 29, 2016

Request for Approval of
May 10, 2016 Commissioners' Court

| <u>Refund to be issued to:</u> | <u>Account</u> | <u>Refund Amount</u> |
|--------------------------------|----------------|----------------------|
| Jason Shelite | 226616 | \$ 4,187.42 |

*Consist agenda
for refunds*

ok

[Signature]
4/29/16



2.4

To: Ms. Jodi Platt
Ellis County Purchasing Agent

From: Aileen Struble
Senior Estimator

Date: March 28, 2016

Re: Roof Fastener Repair – Ellis County Sheriff's Office, 2272 FM 878, Waxahachie, TX 75165

KPost Company proposes to furnish all materials, labor, equipment, supervision and required insurance to complete the scope of work as described below.

ROOF DESCRIPTION

This proposal addresses the Removal and Replacement of the Metal Roof Fasteners on the Ellis County Sheriff's Office Building. The Lineal Footage accounted for in this proposal is approximately 7,400 L.F.

SAFETY

- Site safety set-up shall be in compliance with OSHA standards.
- KPost will conduct a preliminary site inspection prior to commencement of project to identify potential areas of hazard.
- Formulate site-specific safety plan identifying areas of low and high hazard. Safety plan will direct necessary means and methods of protection for both employees of KPost as well as surrounding occupants.
- Periodic site safety inspections shall be performed by KPost-certified and dedicated safety personnel to ensure safety plan implementation.

SET-UP | MOBILIZATION | HOISTING

- Specific location of hoisting equipment shall be determined at time of preconstruction meeting unless stipulated in provided site plan. If no site plan is provided, the most efficient locations for hoisting have been assumed. If, in the event locations that were assumed as "usable" are declared unusable, KPost reserves the right to update pricing using areas designated by owner as "usable".
- KPost shall not be held liable for damage to concrete, asphalt, or landscape finishes including sidewalks, drives, etc. This includes damage to marking/signage including, but not limited to, striping or other area designations.

SCOPE OF WORK

- Removal of all existing R-Panel Fasteners.
- Prep roof panels for installation of new, larger fasteners.
- Provide and install new Pre-Finished Fasteners. Roof panels may be faded and the new standard color fasteners will be matched as close as possible.
- Inspect and reseal open roof penetrations.

| SUMMARY OF TOTALS | | | |
|--|--------------------|--------------|----------------------|
| SCOPE OF WORK DESCRIPTION | SUBTOTAL | TAX AT 8.25% | TOTAL LINE ITEM COST |
| Metal Roof Fastener Replacement | \$ 7,318.00 | N/A | \$ 7,318.00 |
| OVERALL PROJECT INVESTMENT COST | \$ 7,318.00 | N/A | \$ 7,318.00 |

PROJECT QUALIFICATIONS

Specific Inclusions:

- Hoisting of materials and necessary equipment to complete the scope of work as described in the above section.
- KPost will provide detailed construction drawing, if required.
- KPost to supply MSDS and product data used in the roofing operations.
- KPost to provide insurance specific to project.
- KPost to provide and maintain Portable Toilet on the roof for our crews.
- KPost crews to access the roof either by exterior ladder.

Specific Exclusions:

- Sales Tax
- City of Waxahachie Permit Fee.
- Lightning protection removal and replacement
- Electrical work
- Mechanical work
- Plumbing work
- Any items not clearly stated within this scope are excluded.
- Premium time or overtime unless specifically state in proposal.
- Testing of existing roofing materials for asbestos containing materials (ACM).
 - Asbestos Testing is required by on all remedial/reroof project per "Texas Administrative Code, Chapter 295.34, Asbestos Management in Facilities and Public Buildings."
- Abatement of ACM materials if present in currently installed roof assemblies.

- Interior protection and/or cleaning of interior contents prior to, during or after roofing operations.
- Modifications/Removal/Reinstallation including but not limited to mechanical, electrical, plumbing, communications or data equipment. Any and all work at these areas is to be the responsibility of the owner unless specifically stated as provided in scope of work.
- Protection or necessary modification of such items as electrical substations, transformers and powerlines shall be the responsibility of the owner in order to provide safe working conditions.
- Any additional work that is required as a result of unforeseen conditions or misrepresentation of information are excluded.
- Bid or Payment and Performance Bonds.

Payment Terms: 30% upon execution of agreement, 65% through monthly progress payments, and 5% retainage. Contract retainage shall be released in full once the roof system manufacturer has inspected the roof and deemed the work “complete and warrantable”. **Payment of invoices shall be due and payable on or before 30 days after date of invoice.**

Change Orders to Contract Scope of Work: Change orders as a result of unforeseen conditions, misrepresentation of information or additions to contracted scope of work shall be charged at cost plus 10% overhead and 10% profit. No work outside of the contracted scope will be completed without written authorization from owner or designated owner representative with authority to approve.

Proposal Expiration Date: Due to volatile pricing in freight, lumber, steel and other common roofing materials, the expiration date of this proposal is June 30, 2016. If approval is given to KPost after the expiration date, pricing will be adjusted according to current market pricing and submitted as a change order to the contract. If this proposal is approved and accepted after its expiration date and receiver of this proposal will not allow for market pricing adjustments via change order, KPost reserves the right to rescind the proposal in its entirety with no penalties monetarily or otherwise.

Asbestos Testing: To obtain a permit in the City of Waxahachie, a sample testing for asbestos is required in accordance with “*Texas Administrative Code, Chapter 295.34, Asbestos Management in Facilities and Public Buildings.*” This testing shall be paid for by the owner and resulting report provided to KPost for use in obtaining the necessary construction permit.

Proposal Disclaimer: The scope of work described above and all items listed within are the extent of this scope of work. In the event you believe additional items should be included but are not described, please contact the estimator of record for clarification of the specific item and its inclusion/exclusion. If changes are required to clarify items of inclusion/exclusion, a new draft of the proposal will be delivered with items of change noted. Under no circumstance will changes be made after acceptance of the proposal. KPost shall not be held obligated, financially or otherwise, for assumptions of inclusions made by the receiver of this proposal.

This proposal is based upon use of KPost standard construction contract/agreement. An example of KPost standard agreement can be supplied upon request. If this proposal is accepted, it shall be included as an exhibit to the contract documents in its entirety including any additional attachments sent at time of submission such as roof drawings and site plans as well as Addendum "A" below.

KPost Company does not represent itself as a design professional, architect or registered engineer and does not perform these services nor shall it be inferred. These services may be provided by a third party at an additional cost if requested.

Addendum "A"

Payment: The payment provisions herein are intended to comply with The State of Texas Prompt Payment Act Section 35.251

INDEMNITY:

Indemnification; State of Texas Indemnity Clause HB 2093 Shall Prevail:

Nothing herein shall be construed to require the Contractor to indemnify an indemnified party for an indemnified claim caused by or resulting from that indemnified party's own negligence unless otherwise permitted under Chapter 151 of the Texas Insurance Code. It is agreed that with respect to any legal limitations, now or hereafter in effect, which affect the validity and enforceability of the indemnification obligation under this Article, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring this Article into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. The indemnification obligations herein are intended to comply with Chapter 151 of the Texas Insurance Code and shall be read as broadly as permitted to satisfy that intent.

Waiver of Subrogation:

- a) Contractor and the Sub-Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors members, and agents and employees of each of them, for damages caused by fire or other causes of loss to the extent covered by insurance obtained pursuant to this Agreement or any other insurance, except such rights as they have to proceeds of such insurance.

- b) All insurance policies purchased and/or maintained by the Sub-Contractor covering work or services performed pursuant to this Agreement, shall provide waivers of subrogation by endorsement or otherwise.

The waivers of subrogation made by Contractor and the Sub-Contractor herein shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged

INCLEMENT WEATHER

- www.noaa.gov and the manufacturer's product data (as stated in the submittals) will be the guidelines for product application and construction by Sub-Contractor during inclement weather.

PRECIPITATION

- No roof tear off will be performed when the chance of precipitation is 20 percent or greater.
- No work will be performed when standing water, ice or snow is present on the roof or roof deck and removal of such items is in addition to contract scope of work. To proceed with operations, an executed change order must be delivered to KPost for removal of water/ice/snow.
- If the chance of precipitation is 30 percent, but no rain is within 50 miles of the jobsite, detail work, stocking and clean-up will be permitted.
- Work will be suspended if lightning occurs within 10 miles of the jobsite. Securement of the jobsite including materials and equipment will be completed prior to evacuating the roof, as weather permits.

HEAT

- No work will be performed when the heat index is 105 degrees or greater.
- If possible, arrangements will be made to perform work at night or early mornings.
- Frequent breaks will be taken in shaded areas throughout the day and as needed.
- Drinking water and disposable cups will be provided by KPost on the roof every working day for KPost employees and any jobsite visitors.

COLD

- No work will be performed when temperatures are below 20 degrees.
- Precautions will be taken when the temperature is below freezing. Asphalt and adhesive based projects shall be installed only when temperatures are 40 degrees and rising or as designated by roofing manufacturer's instructions for installation. Manufacturer's installation guidelines are to take precedence.

WIND

- Roof work will not be performed when sustained wind speed is 20 mph or greater.
- Work will be suspended if winds of 20 mph or greater are forecasted at the job site.
- Securement of the jobsite including materials and equipment will be completed prior to evacuating the roof, as weather permits.

Ennis Roofing

P.O. Box 5
Palmer Texas 75152

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 2/25/2016 | 3057 |

| | | |
|------------|--------------|-----------------------|
| Phone # | Fax # | E-mail |
| 9724492014 | 972-449-2020 | MGENNISROOFING@YAH... |

| |
|--|
| Name / Address |
| Ellis County Sheriff's Office Mike McKenna 2272 FM 878 Waxahachie Texas 75165 |

| |
|--|
| Job Address |
| Ellis County Sheriff's Office Mike McKenna 2272 FM 878 Waxahachie, TX 75165 |

| |
|------------------|
| Phone No. |
| 9728772301 |

| |
|------------|
| Fax |
| |

| Description | Total |
|--|----------|
| 1. Remove all existing screws at R-Panel due to over torqed fasteners. 2. Clean and prep roof for new larger fasteners due to substraat striped out. 3. Furnish and install new prefinished screws to match existing as close as possible. Screws to be larger for proper fastening at damage substraat to hold panels firmly intact. 4. Furnish new lap screws at all laps to match as close as possible. 5. Reseal all roof penetrations as needed to prevent leaks. Labor and material Thank you for the opportunity. | 5,626.00 |

General Notes:
 Owner/General Contractor is advised that Ennis Roofing and Construction reserves the right to file a Mechanic and Materialman Lien on the property as well as on all improvements and fixtures to secure payment for the cost of the project.

| | |
|---|-------------------------|
| Upon signature, this estimate becomes a legal and binding contract for stated work to be performed. | Total \$5,626.00 |
|---|-------------------------|

Customer Signature _____

Date _____



2.5

Impact Fire Services
921 W. Mayfield Road, Ste. 136
Arlington, TX 76015

Phone: (682) 292-9250
Fax: (682) 727-5964

April 27, 2016

Ellis County Elections Building
Jodi Platt
204 E. Jefferson St
Waxahachie, TX 75165

SUBJECT: Annual Fire Alarm Monitoring

On this date, April 27, 2016, Ellis County Elections Building and Impact Fire Services enter into agreement for pricing to annually monitor fire alarm system in the sum of \$300.00 for the location listed above.

Term

The term of this agreement shall be for (1) year from the date signed and shall be automatically renewed each year until such time it is terminated by either party with at least (30) days written notice given to all parties stated above. Impact Fire Services then current charges shall apply for each renewal period.

Scope of Work

Impact Fire Services shall annually monitor fire alarm system (POTS) through conventional phone line monitoring described below in accordance with the State Code of Regulations and/or any other requirements stated in this proposal.

Once executed, this proposal remains in effect until the time of which written notice of cancellation is given.

Should you find this proposal acceptable, please sign and return to my attention.

Sincerely,

Scott Stancomb
Fire Alarm Superintendent

Impact Fire Services
921 W Mayfield Rd, Suite 136
Arlington, TX 76015
Cell: (903) 805-1670
Email: sstancomb@impactfiresvcs.com

By signing below, receipt and acceptance of Impact Fire Services' terms and conditions included in this proposal are acknowledged.

ACCEPTED BY: _____ DATE: _____

NAME & TITLE: _____

PURCHASE ORDER NO: _____

BILLING ADDRESS: _____

CITY, STATE, & ZIP: _____

PHONE NUMBER: _____

CELL NUMBER: _____

FAX NUMBER: _____

Payment: By signing this proposal, it is acknowledged by signer and agreed that full payment for work performed is due 10 days following invoice date. If full payment is not received by date due, then (i) interest shall accrue at the rate of 18% per annum beginning on the date the work was invoiced; (ii) IFS will proceed with all available legal remedies to collect the amount owed, including without limitation, the filing of mechanics liens; and (iii) signer will pay all cost of enforced collection incurred by IFS, including, without limitation, IFS's attorneys' fees, not to exceed however limitations imposed by applicable law.

H-400: Board Appointments

LOCAL WORKFORCE DEVELOPMENT BOARD APPOINTMENTS

| NAME | CATEGORY REPRESENTED | TERM MONTH/DAY/YEAR THRU MONTH/DAY/YEAR |
|--|-----------------------|--|
| <p><u>Appointments (New)</u> David Pietruszynski</p> | <p>Private Sector</p> | <p>06/01/2016 - 09/30/2016</p> |
| <p><u>Reappointments</u></p> | | |

AUTHORIZATION

| | |
|---|---|
| <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Carol Bush</div> Print/Type CEO Name | <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Ellis County Judge</div> Print/Type CEO Title |
| <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">North Central Texas</div> Print/Type name of Workforce Area | <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> CEO Signature |
| | <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> Date |

Individuals may receive, review and correct information that TWC collects about the individual by emailing to open.records@twc.state.tx.us or writing to TWC Open Records, Rm 266, 101 East 15th St., Austin, TX 78778-0001.

3.5

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County Texas

Department to Provide Service: Road and Bridge, Pct. 1

Basis of Authority to Provide Service:

Interlocal Agreement dated January 1, 2016

Per Commissioner's Court Minute Order No. 118.16

Local Government Requesting Services: City of Ferris

Description of Project to be undertaken: Reclaim existing surface and base, add additional road base as needed and resurface with 2 course limestone aggregate chip seal.

Birch St. \$48,500.00 Ennis Scott \$18,492.00

Location of Project to be undertaken: Birch Street and Ennis Scott

Requested by: Dennis Robinson, County Commissioner Pct. 1

Department: Road and Bridge Pct. 1

APPROVED in Open Commissioner's Court per Minute Order No. _____

On the ___ **day of** _____ **2016.**

County Judge
Ellis County, Texas

ACCEPTED AND AGREED TO this 21st **day of** April **, 2016.**

Signature: [Handwritten Signature]
Title: City Manager
On Behalf of: City of Ferris