

**MEETING AGENDA
ORANGE CITY COUNCIL
Orange Public Library Auditorium
220 N. Fifth Street
Orange, Texas**

**January 13, 2015
9:00 A.M.**

- | | |
|---|----------------------|
| 1. CALL TO ORDER | Mayor |
| 2. INVOCATION and PLEDGE OF ALLEGIANCE | Council Member Mello |
| 3. MOTION | |
| a) Motion finding that the advance posting and notice requirements of Article 8.1200 of the Code of Ordinances of the City of Orange, Texas have been met in relation to all minutes and pending ordinances and resolutions on this agenda and that the reading of such items be confined to the captions as are agreed upon by the ordinances and resolutions. | 1 Mayor/Council |
| 4. APPROVAL OF MINUTES | |
| a) December 09, 2014 Joint Meeting of City Council and Economic Development Corporation | 4 Mayor/Council |
| 5. CITIZEN COMMENTS | |
| <i>At this time comments will be taken from the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum three minutes for each speaker. Your comments are appreciated. As the Texas Open Meetings Act does not allow the Council to respond to items not listed on the agenda, your comments will be duly noted by the Council and forwarded to the appropriate department for prompt consideration.</i> | |
| 6. PROCLAMATION | |
| a) West Orange-Stark Mustang Varsity Football Team Day | 11 Mayor/Council |

7. PUBLIC HEARINGS

- a) Conduct a public hearing to receive citizen comments on the proposed Analysis of Impediments to further Fair Housing. 12 Staff: Wilson
- b) Conduct a public hearing concerning a request by the City of Orange to re-zone a 41' by 201' section of a 1.3 acre tract being part of the Ben Johnson Survey on the north side of Dawnwood Drive, approximately 400' east of Highway 87 from "R-1" Low Density Residential Zoning District to "C-1" Light Commercial Zoning District. 13 Staff: Knauf

8. ORDINANCES

- a) First Reading:
Consider an ordinance amending the City of Orange official zoning map, a part of Chapter 12: Planning and Zoning, of the 2000 revised Code of Ordinances of the City of Orange, Texas: changing the zoning classification of a forty-one foot (41') by two hundred-and-one foot (201') section of a 1.3 acre tract being part of the Ben Johnson Survey on the north side of Dawnwood Drive, approximately four hundred linear feet (400') east of Highway 87, from "R-1" Low Density Residential Zoning District to "C-1" Light Commercial Zoning District; providing for the official zoning map of the City of Orange, Texas to reflect such change; and making certain findings relative thereto. 16 Staff: Knauf
- b) First Reading:
Consider an ordinance of the City of Orange, Texas, authorizing participation with other Entergy service area cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission of Texas and the Federal Energy Regulatory Commission in 2015. 20 Staff: Oubre

9. RESOLUTIONS

- a) Consider a resolution authorizing the City Manager to enter into an agreement with the Southern Professional Outboard Racing Tour (SPORT) for the 2015 Tunnel Boat Races to be held in Orange, Texas September 18 through September 20, 2015. 24 Staff: Trahan
- b) Consider a resolution awarding a contract to Pyrotecnico Fireworks in the amount of \$20,000.00 for the fireworks display for the July 4th Celebration at the Riverfront Pavilion on July 4, 2015. 32 Staff: Trahan
- c) Consider a resolution awarding a contract to Alliance Mechanical Service in the amount of \$102,275.00 for the annual contract for HVAC maintenance services at City of Orange buildings. 41 Staff: Wolf

- d) Consider a resolution authorizing the City Manager to execute Change Order No. 3 with Allco for the Wastewater Treatment Plant Rehabilitation Phase 1A & 1B. 45 Staff: Wolf
- e) Consider a resolution authorizing the City Manager to execute a Memorandum of Understanding with Vigilant Solutions Inc. for a License Plate Reader - Warrant Redemption Program. 52 Staff: Martin

10. DISCUSSION/ACTION

- a) Consider a motion accepting the Economic Development Corporation audit as presented by Charles E. Reed & Associates, P.C. for the fiscal year ending September 30, 2014. 58 Charles E. Reed & Associates, P.C.
- b) Consider a motion declaring Lot 97, Cypress Bayou Estates (formerly Aqua Texas Water Plant), known as 6213 Hazelwood Drive as surplus property and authorizing its sale by the acceptance of sealed bids. In addition, it will be investigated whether or not the City owns any mineral rights for the property described above and if so, the City will reserve any mineral rights for the property when the deed of sale is drafted. 59 Staff: Knauf/Wolf
- c) Consider a motion authorizing the Director of Public Works to proceed with the recommendation that \$730,000.00 be used for capital expenditures, engineering and design, and operating reserves out of the Interest and Sinking Reserve bank account (Water/Sewer Bond Reserve Use FY 2015). 65 Staff: Wolf
- d) Consider a motion declaring equipment (1998 Ford F-150 Truck, Unit Number 0672AX, VIN# 1FTRF176WKB36530) as surplus and authorizing disposal by auction through René Bates Auctioneers, Inc. 68 Staff: Wolf

11. REPORTS

- a) City Manager Report
- b) City Council Report

12. ADJOURNMENT

STATE OF TEXAS }
COUNTY OF ORANGE }

December 9, 2014

BE IT REMEMBERED THAT a Joint Meeting of the City Council and the Economic Development Corporation of the City of Orange, Orange County, Texas, was held in the Library Auditorium on Tuesday, December 9, 2014.

COUNCIL MEMBERS PRESENT:

Jimmy Sims	Mayor
Theresa Beauchamp	Mayor Pro Tem (left 9:56 A.M.)
Essie Bellfield	Council Member (arrived 8:53 A.M.)
Mary McKenna	Council Member
Bill Mello	Council Member
Larry Spears Jr.	Council Member

COUNCIL MEMBERS ABSENT: Tommy Ferguson Council Member

EDC MEMBERS PRESENT:

George Mortimer	President
Dean Granger	Vice-President
Theresa Beauchamp	Secretary
Ebb Moore	Treasurer
Jimmy Sims	Director
Mary McKenna	Director
David Meaux	Director

DIRECTORS ABSENT: None

STAFF MEMBERS PRESENT:

Dr. Shawn Oubre	City Manager
Rhonda Haskins	City Secretary
Patricia Anderson	Deputy City Secretary
Lane Martin	Chief of Police
David Frenzel	Fire Chief
Jim Wolf	Director of Public Works
Kelvin Knau	Director of Planning and Community Development
Gail English	Director of Finance
Brenna Manasco	Library Director
Mike Zeto	CIS Manager
Kelly Griffin	Police Evidence & ID Tech
John Cash Smith	City Attorney
Andrew Culpepper	City Attorney

Mayor Sims called the meeting to order at 8:30 A.M.

Council Member McKenna led the Invocation and the Pledge of Allegiance.

MOTION FINDING THAT THE ADVANCE POSTING AND NOTICE REQUIREMENTS OF ARTICLE 8.1200 OF THE CODE OF ORDINANCES OF THE CITY OF ORANGE, TEXAS HAVE BEEN MET IN RELATION TO ALL MINUTES AND PENDING ORDINANCES AND RESOLUTIONS ON THIS AGENDA AND THAT THE READING OF SUCH ITEMS BE CONFINED TO THE CAPTION OF THE ORDINANCES AND RESOLUTIONS.

Mayor Pro Tem Beauchamp moved to approve the motion. Second to the motion was made by Council Member McKenna which carried unanimously.

ADJOURN TO CLOSED EXECUTIVE SESSION

- a) Deliberation Regarding Economic Development Negotiations:
 - (1) Deliberation regarding real estate development project proposal as authorized by section 551.087 of the Texas Government Code.
 - (2) Deliberation regarding real estate development project proposal as authorized by section 551.087 of the Texas Government Code involving the downtown project known as "Southern Printers Development" with Brazos Urban.

The Council and EDC met in closed executive session at 8:36 A.M.

Council Member Bellfield arrived at the meeting at 8:53 A.M.

RECONVENE IN OPEN SESSION

The Council and EDC reconvened in open session at 9:36 A.M.

TAKE ACTION AS NECESSARY REGARDING ITEM 4 a (1) and (2) ABOVE.

EDC MOTION

MOTION TO DISCONTINUE NEGOTIATIONS AND SUPPORT OF THE DOWNTOWN PROJECT KNOWN AS "SOUTHERN PRINTERS DEVELOPMENT" WITH BRAZOS URBAN.

President Mortimer moved to approve the motion. Second to the motion was made by Secretary Beauchamp which carried unanimously.

COUNCIL MOTION

MOTION TO DISCONTINUE NEGOTIATIONS AND SUPPORT OF THE DOWNTOWN PROJECT KNOWN AS "SOUTHERN PRINTERS DEVELOPMENT" WITH BRAZOS URBAN.

Council Member McKenna moved to approve the motion. Second to the motion was made by Council Member Mello which carried with the following vote:

COUNCIL MEMBERS VOTING AYE: Mayor Sims, Mayor Pro Tem Beauchamp, Council Member Bellfield, Council Member McKenna, and Council Member Mello

COUNCIL MEMBERS VOTING NO: Council Member Spears

ADJOURNMENT

There being no further business before the EDC, Mayor Sims adjourned the EDC Meeting which carried unanimously.

The meeting adjourned at 9:38 A.M.

APPROVAL OF MINUTES

Mayor Pro Tem Beauchamp moved to approve the minutes of the November 11, 2014 Regular Meeting of the City Council. Second to the motion was made by Council Member Bellfield which carried unanimously.

CITIZEN COMMENTS

Addie Allen, NAACP - Orange Branch, thanked the City for approving a parade permit for Black History Program on December 13, 2014. She encouraged citizens to participate in the parade.

PRESENTATIONS

INTRODUCTION OF MS. ASHLEY MAHANA AS THE NEW CONVENTION AND VISITORS BUREAU (CVB) COORDINATOR FOR THE CITY OF ORANGE, TEXAS.

Mr. Trahan introduced Ashley Mahana.

Ms. Mahana expressed appreciation to Dr. Oubre and Mr. Trahan for hiring her. She advised of the following upcoming events: Mardi Gras Concert at the Pavilion, February 7, 2015, "Art in the Park", March 21, 2015, Music Fest at the Pavilion, April 18, 2015, DSRA Boat Races, May 30th and 31st, 2015, July 4th Fireworks and Concert at the Pavilion, and SPORT Tunnel Boat Races in September, 2015.

RESOLUTIONS

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE ORANGE MUNICIPAL POLICE ASSOCIATION AND THE CITY OF ORANGE, TEXAS AND A CONTRACT BETWEEN THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1432 AND THE CITY OF ORANGE, TEXAS.

Council Member Bellfield moved to approve the resolution. Second to the motion was made by Mayor Pro Tem Beauchamp which carried unanimously.

A copy of this resolution is being made a part of these minutes as Resolution Number 2014-76.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE DEEP SOUTH RACING ASSOCIATION (DSRA) FOR A BOAT RACES EVENT TO BE HELD IN ORANGE, TEXAS - MAY 30 THROUGH MAY 31, 2015.

Council Member Spears moved to approve the resolution. Second to the motion was made by Mayor Pro Tem Beauchamp which carried unanimously.

A copy of this resolution is being made a part of these minutes as Resolution Number 2014-77.

RESOLUTION APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$61,680.00 FOR WORK PERFORMED AT THE JACKSON STREET WASTEWATER TREATMENT PLANT TO RADIANT SOLUTIONS OF HOUSTON, TEXAS.

Council Member Bellfield moved to approve the resolution. Second to the motion was made by Mayor Pro Tem Beauchamp which carried unanimously.

A copy of this resolution is being made a part of these minutes as Resolution Number 2014-78.

Mayor Pro Tem Beauchamp left the meeting at 9:56 A.M.

RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 WITH ALLCO FOR ADDITIONAL WORK TO BE PERFORMED AT COOPER'S GULLY PUMP STATION FUNDED THROUGH THE TEXAS GENERAL LAND OFFICE, HURRICANE IKE DISASTER RECOVERY PROGRAM, DRS 210131 AND CONTRACT NUMBER 12-206-00-5506.

Council Member Mello moved to approve the resolution. Second to the motion was made by Council Member McKenna which carried unanimously.

A copy of this resolution is being made a part of these minutes as Resolution Number 2014-79.

RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT THROUGH PUMP & POWER EQUIPMENT LLC FOR COOPER'S GULLY PUMP STATION FUNDED THROUGH HURRICANE IKE DISASTER RECOVERY PROGRAM DRS 210131 AND GLO NO. 12-206-00-5506.

Council Member Spears moved to approve the resolution. Second to the motion was made by Council Member Mello which carried unanimously.

A copy of this resolution is being made a part of these minutes as Resolution Number 2014-80.

RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF 444 SINGLE FREQUENCY RADIO-READ METERS TO MK CONSTRUCTORS IN THE AMOUNT OF \$78,500.00.

Dr. Oubre advised the resolution is for the installation of 444 single frequency radio-read meters.

Council Member Mello moved to approve the resolution. Second to the motion was made by Council Member McKenna which carried unanimously.

A copy of this resolution is being made a part of these minutes as Resolution Number 2014-81.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1 WITH MK CONSTRUCTORS FOR THE RADIO-READ METER CHANGE-OUT PROJECT FOR FY 2015.

Council Member Bellfield moved to approve the resolution. Second to the motion was made by Council Member McKenna which carried unanimously.

A copy of this resolution is being made a part of these minutes as Resolution Number 2014-82.

DISCUSSION/ACTION

MOTION RE-APPOINTING WILLIAM J. LOVE TO THE PLANNING AND ZONING COMMISSION FOR A TERM ENDING SEPTEMBER 12, 2016.

Council Member Bellfield moved to approve the motion. Second to the motion was made by Council Member McKenna which carried unanimously.

CITY MANAGER REPORT

Dr. Oubre introduced Kelvin Knauf as the new Director of Planning and Community Development. He advised the City received fifteen applications and he interviewed three applicants.

CITY COUNCIL REPORT

Council Member Bellfield thanked the Fire Department for the Christmas dinner last night, the City did well this past year and wished everyone a Merry Christmas and good health.

Council Member McKenna wished everyone Happy Holidays, appreciates Orange, Texas, and invited citizens to the Southeast Texas Hospice Open House Toilet Paper Tea on Thursday, December 11, 2014 from 10:00 A.M. until 2:00 P.M..

Council Member Mello advised he appreciates the Police and Fire Departments, the Fire Department hosted its 41st Christmas dinner last night, wished everyone Happy Holidays and to keep Christ in Christmas.

Council Member Spears thanked citizens for their support, encouraged citizens to attend the Council Meetings, welcomed Ms. Mahana, and challenged businesses owners and citizens to show support for the West Orange Stark Mustangs football team.

Mayor Sims thanked the Kiwanis Club for sponsoring the Christmas Parade, welcomed Ms. Mahana and Mr. Knauf, encouraged citizens to get out and support the Mustangs, wished everyone a safe and Happy Holidays.

ADJOURN TO CLOSED EXECUTIVE SESSION

- a) Deliberation with City Attorney pursuant to Chapter 551 of the Texas Government Code:
 - (1) Deliberation with City Attorney regarding pending or contemplated litigation as authorized by subsection 551.071 involving a Fire Department grievance.

The Council met in closed executive session at 10:17 A.M.

RECONVENE IN OPEN SESSION

The Council reconvened in open session at 10:23 A.M.

TAKE ACTION AS NECESSARY REGARDING ITEM 13 a (1) ABOVE.

MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO SETTLE THE CURRENT LITIGATION BETWEEN THE CITY OF ORANGE AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1432 ("THE ASSOCIATION"). THIS SUIT IS IN REFERENCE TO THE SUIT DEALING WITH JOB ASSIGNMENT BY THE FIRE CHIEF. THE CITY WILL PAY \$3,500.00 TO THE ASSOCIATION.

Council Member Mello moved to approve the motion. Second to the motion was made by Council Member Bellfield which carried unanimously.

ADJOURNMENT

There being no further business before the Council, Council Member Bellfield moved to adjourn the meeting. Second to the motion was made by Council Member McKenna which carried unanimously.

The meeting adjourned at 10:23 A.M.

ATTEST:

Jimmy Sims, Mayor

Rhonda Haskins, City Secretary

George Mortimer, President

ATTEST:

Theresa Beauchamp, Secretary

Proclamation

OFFICE OF THE MAYOR
City of Orange

WHEREAS The [West Orange-Cove Independent School District](#) has an exceptional background in the education of the future young men and women of our community; and

WHEREAS The district continually provides high quality programming in all areas of education including academics, athletics, vocational training and instructions in the fine arts; and

WHEREAS The great success of the [West Orange-Stark Mustang Varsity Football Team](#) is an outstanding example of the importance of the qualities of discipline and teamwork; and

WHEREAS [Coach Cornel Thompson](#) and the [Mustang Varsity Football Staff](#) stormed to the Class 4A Division II State Finals In Football; and

WHEREAS The Citizens of Orange respect and appreciate the dedication and commitment of the athletes, coaches, parents and teachers of the [West Orange-Stark Mustang Varsity Football Team](#); and

WHEREAS This proclamation shall serve as a notice for today and a reminder for tomorrow that the citizens of Orange, Texas in 2014 have recognized a very special group of athletes and coaches for their **OUTSTANDING** achievements this year;

NOW THEREFORE I, Jimmy Sims, Mayor of the City of Orange, Texas, do hereby proclaim that January 13, 2015 shall be recognized as a special tribute as

WEST ORANGE-STARK MUSTANG VARSITY FOOTBALL TEAM DAY

in the City of Orange, Texas, and do hereby offer, on behalf of the City Council and the citizens of the City of Orange, our heartfelt **CONGRATULATIONS** for a job well done!

IN WITNESS WHEREOF I have hereunto set my hand and have caused the seal of the City of Orange, Texas to be hereto affixed this the 13TH day of January, 2015 .

Jimmy Sims, Mayor

MEMORANDUM
December 29, 2014

TO: Kelvin Knauf, Director of Planning and Community Development *KEK*
FROM: Sandra Wilson, Grants Planner
RE: Analysis of Impediments to Further Fair Housing

Please place the Public Hearing on the City Council agenda for Tuesday, January 13, 2015 to receive citizen's comments concerning the draft of the Analysis of Impediments to Further Fair Housing.

The Public Notice was published in the Orange Leader on Wednesday, December 24, 2014. This is in compliance with our Citizen Participation Plan, which is a part of our Five Year Consolidated Plan.

Public hearings were held on January 8, 2015 at 10:00 a.m. and 6:00 p.m. at the Neighborhood Facility meeting room. This is the last public hearing.

During the 30 day comment period, any comments will be considered in preparing the final version of the Analysis of Impediments to be presented to City Council for adoption and approval.

Should you have any questions, please call me at 988-7395.

City of Orange
City Council Agenda Memo

To: Dr. Shawn Oubre, City Manager
From: Kelvin Knauf, Director of Planning and Community Development
Subject: Conduct a public hearing concerning a request by the City of Orange to rezone a 41' x 201' section of a 1.3 acre tract being part of the Ben Johnson Survey on the north side of Dawnwood Drive, approximately 400' east of Highway 87 from "R-1" Low Density Residential Zoning District to "C-1" Light Commercial Zoning District
Date: December 18, 2014

Background

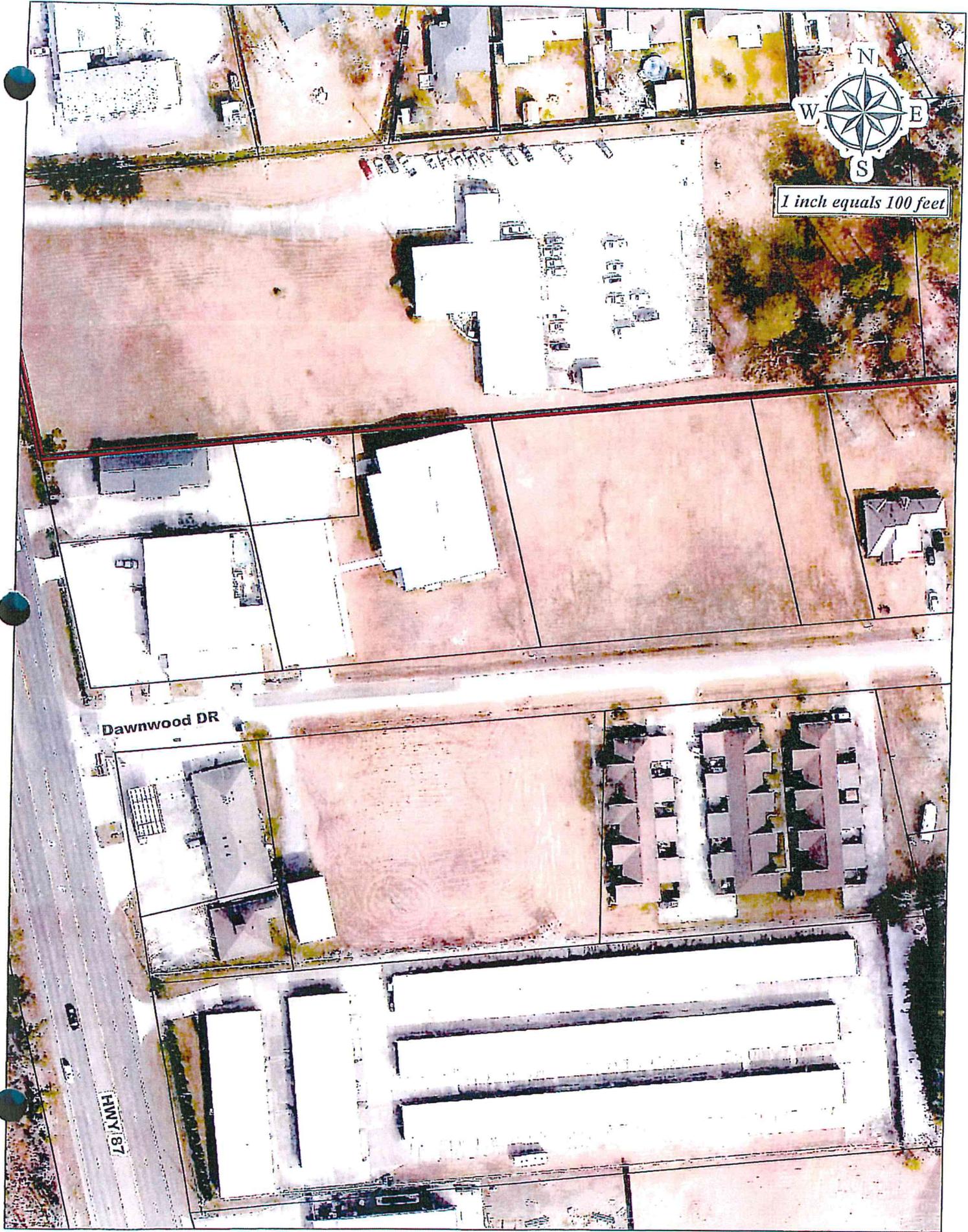
On December 2, 2014 the Planning and Zoning Commission (P&Z) conducted a public hearing and considered a request from Dr. Kevin DiLeo to rezone a 41' x 201' section of his property from "R-1" Low Density Residential Zoning District to "C-2" Light Commercial Zoning District. Dr. DiLeo wants to construct a parking lot for his adjacent business, Grand Slam Batting Cages, located at 1512 Dawnwood Drive. Several citizens spoke at the public hearing to express their concerns about the zoning change. As the discussion continued, the residents were satisfied with the proposed request.

After closing the public hearing, the P&Z considered the request and believed that a "C-1" Light Commercial Zoning District would be more suitable. The "C-1" Light Commercial Zoning District is more restrictive than the "C-2" Commercial Zoning District and provides more protection to the residential area adjacent to the property yet still allows Dr. DiLeo to construct a parking lot. The P&Z voted unanimously 4-0 to recommend rezoning the property from "R-1" Low Density Residential Zoning District to "C-1" Light Commercial Zoning District. Staff had recommended that the P&Z vote include the requirement that a fence be constructed on the property that is adjacent to the residential property but the P&Z vote did not include that requirement.

Included in your agenda packet is a plat map showing the location of the requested zoning and an aerial map.

Recommendation

I recommend that the City Council conduct a public hearing on the request to rezone a 41' x 201' section of a 1.3 acre tract being part of the Ben Johnson Survey on the north side of Dawnwood Drive, approximately 400' east of Highway 87 from "R-1" Low Density Residential Zoning District to "C-1" Light Commercial Zoning District.



1 inch equals 100 feet

Dawnwood DR

HWY 87

City of Orange
City Council Agenda Memo

To: Dr. Shawn Oubre, City Manager

From: Kelvin Knauf, Director of Planning and Community Development *KEK*

Subject: Consider and take any necessary action concerning the first reading of an ordinance to rezone from “R-1” low density residential zoning district to “C-1” light commercial zoning district; a 41’ x 201’ section of a 1.3 acre tract being part of the Ben Johnson Survey on the North side of Dawnwood Drive, approximately 400’ east of Highway 87

Date: December 8, 2014

Background

On December 2, 2014 the Planning and Zoning Commission conducted a public hearing and considered a request from Dr. Kevin DiLeo to rezone part of his property from “R-1” Low Density Residential to “C-2” Commercial Zoning District. Dr. DiLeo wants to construct a parking lot to serve his business, Grand Slam Batting Cages, located at 1512 Dawnwood Drive. Several citizens spoke at the public hearing to express their concerns. As the discussion continued, the residents were satisfied with the proposed “C-1” Light Commercial Zoning District instead of the requested “C-2” Commercial Zoning District.

After closing the public hearing, the Planning and Zoning Commission considered the request. The P&Z voted to recommend rezoning the property from “R-1” Low Density Residential Zoning District to “C-1” Light Commercial Zoning District instead of the requested “C-2” Commercial Zoning District. The “C-1” Light Commercial Zoning District is more restrictive than the “C-2” Commercial Zoning District and would provide more protection to the residential area adjacent to the property yet still allow Dr. DiLeo to construct the parking lot. Staff had recommended that the P&Z vote to recommend that a fence be constructed on the property adjacent to the residential property but the P&Z vote did not include that requirement.

Recommendation

The Planning and Zoning Commission recommends that the City Council approve the rezoning of a 41’ by 201’ section of a 1.3 acre tract being part of the Ben Johnson Survey on the north side of Dawnwood, approximately 400’ east of Highway 87 from “R-1” Low Density Residential Zoning District to “C-1” Light Commercial Zoning District. I concur with their recommendation.

AN ORDINANCE AMENDING THE CITY OF ORANGE OFFICIAL ZONING MAP, A PART OF CHAPTER 12: PLANNING AND ZONING, OF THE 2000 REVISED CODE OF ORDINANCES OF THE CITY OF ORANGE, TEXAS: CHANGING THE ZONING CLASSIFICATION OF A FORTY-ONE FOOT (41') BY TWO HUNDRED-AND-ONE FOOT (201') SECTION OF A 1.3 ACRE TRACT BEING PART OF THE BEN JOHNSON SURVEY ON THE NORTH SIDE OF DAWNWOOD DRIVE, APPROXIMATELY FOUR HUNDRED LINEAR FEET (400') EAST OF HIGHWAY 87 , FROM "R-1" LOW DENSITY RESIDENTIAL ZONING DISTRICT TO "C-1" LIGHT COMMERCIAL ZONING DISTRICT; PROVIDING FOR THE OFFICIAL ZONING MAP OF THE CITY OF ORANGE, TEXAS TO REFLECT SUCH CHANGE; AND MAKING CERTAIN FINDINGS RELATIVE THERETO.

WHEREAS, the Planning and Zoning Commission met in regular session on December 2, 2014 and held a public hearing on a zoning request by the City of Orange; and,

WHEREAS, the Commission voted unanimously 4-0 to recommend that the City Council approve this request to amend the zoning of a forty-one foot (41') by two hundred-and-one foot (201') section of a 1.3 acre tract being part of the Ben Johnson Survey on the north side of Dawnwood Drive, approximately four hundred linear feet (400') east of Highway 87 as shown highlighted in Exhibit "A"; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS:

SECTION I:

THAT, the zoning classification of as shown highlighted in Exhibit "A" shall be amended from "R-1" Low Density Residential Zoning District to "C-1" Light Commercial Zoning District.

SECTION II

THAT, the "Official Zoning Map" of the City of Orange, Texas be amended to reflect the zoning change described above, said zone change shall take effect and be in force from and after the "Official Zoning Map" reflects such change.

SECTION III

THAT, the City Council of the City of Orange, Texas hereby legislatively finds and determines that this ordinance and the zoning district established herein will be in harmony with the general purpose and intent of the Comprehensive Zoning Ordinance and Master Plan of the City of Orange; will be as a substantial relationship to the public welfare; and that all procedural requirements have been satisfied as to this matter.

PASSED and APPROVED on the first reading this the ____ day of _____, 2015.

PASSED, APPROVED, and ADOPTED on the final reading on this the ____ day of _____, 2015.

Jimmy Sims, Mayor

ATTEST:

APPROVED AS TO FORM:

Rhonda Haskins, City Secretary

City Attorney

INTEROFFICE MEMORANDUM

TO: MAYOR AND COUNCIL
FROM: SHAWN OUBRE
SUBJECT: ANNUAL ORDINANCE AUTHORIZING MUNICIPAL
PARTICIPATION IN REGULATORY PROCEEDINGS OF ENTERGY
TEXAS, INC.
DATE: 1/6/2015
CC: JACK SMITH

It is time to authorize municipal participation in regulatory rate proceedings involving Entergy Texas, Inc. (“Entergy”) before municipalities, the Public Utility Commission (“PUC”), and the Federal Regulatory Commission (“FERC”). Attached is an Ordinance to authorize participation in rate proceedings filed at the PUC.

Mr. Lawton has represented the cities and will continue to be counsel if approved. The fees for this representation are reimbursable to Mr. Lawton by Entergy for his representation.

AN ORDINANCE OF THE CITY COUNCIL OF ORANGE, TEXAS,
AUTHORIZING PARTICIPATION WITH OTHER ENERGENCY
SERVICE AREA CITIES IN MATTERS CONCERNING ENERGENCY
TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS
AND THE FEDERAL ENERGY REGULATORY COMMISSION IN
2015

WHEREAS, Entergy Texas, Inc.'s ("ETI") implementation of customer choice has ceased due to Senate Bill 1492 and ETI will continue to be regulated under traditional cost-of-service regulation;

WHEREAS, changes to the Public Utility Regulatory Act addressing rates and rate proceedings will have a direct impact on ETI and customer bills during 2015 and into the future;

WHEREAS, ETI is scheduled to litigate requests in various proceedings before the Public Utility Commission of Texas, before municipalities, or before the Federal Energy Regulatory Commission in 2015 related to ETI's integration with the Midwest Independent System Operator ("MISO"), ETI's continuing commitment to exit the Entergy System Agreement on an expedited basis, various fuel cost refunds or surcharges and reconciliations, capacity cost surcharges and reconciliations; and for any type of base rate proceedings (such as a new base rate increase request, transmission cost recovery rider, a distribution cost recovery rider, energy efficiency cost recovery factor, hurricane restoration cost or offset true-ups, or a purchased power capacity cost recovery rider) or cost allocation adjustments;

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Public Utility Commission in February and August 2015, and file other fuel proceedings during 2015 to reconcile fuel, to refund or surcharge fuel charges, and to change the fuel mechanism, along with various surcharge requests impacting rates;

WHEREAS, ETI is expected to file a proceeding for a base rate change and fuel reconciliation during 2015 to recover costs associated with new capacity purchases;

WHEREAS, ETI is scheduled to file a proceeding to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs;

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities;

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001;

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality

pursuant to *TEX. UTIL. Code* § 33.025, and standing before each Federal Energy Regulatory Commission case in which the City may be affected pursuant to *18 C.F.R. § 385.214*;

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS, that:

SECTION 1. The City of Orange shall participate with other Cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and reconciliations, capacity cost surcharges and reconciliations, the allocation and refund of rough production cost equalization payments, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the Public Utility Commission of Texas or with municipalities in 2015 and seek appropriate regulatory scrutiny in any case on file at the Federal Energy Regulatory Commission affecting the City and its residents.

The City of Orange shall participate with other Cities to intervene in fuel or fuel related proceedings at the Public Utility Commission and the Federal Energy Regulatory Commission on file in 2015 concerning ETI's rates charged to Texas customers.

All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 2. This Ordinance shall be effective from and after the date of its passage.

PASSED and APPROVED on the first reading this the ____ day of _____, 2015.

PASSED, APPROVED, and ADOPTED on the final reading on this the ____ day of _____, 2015.

THE CITY OF ORANGE, TEXAS

By: _____
Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED AS TO FORM:

City Attorney

CONVENTION & VISITORS BUREAU

MEMORANDUM

DATE: December 19, 2014

TO: Dr Shawn Oubre, City Manager

FROM: Jay Trahan, Director

**RE: SOUTHERN PROFESSIONAL OUTBOARD RACING TOUR (SPORT)
"TUNNEL BOAT RACES 2015"**

The proposed dates for Tunnel Boat Races 2015 are Friday, September 18 – Sunday, September 20, 2015.

A \$7,500 payment is to be submitted by July 1 upon acceptance of this Agreement, but no later than July 15. A second \$10,000 payment is due by August 30, and the final payment of \$25,000 is to be paid on September 18, which is the first day of the event.

The race producer has requested a total event fee of **\$42,500**.

Subject to your review and approval, please add this request as an agenda item for the next City Council agenda. Please contact me at extension #1077 for additional information.

AGREEMENT

This Agreement confirms the terms and conditions between the SOUTHERN PROFESSIONAL OUTBOARD RACING TOUR and CITY OF ORANGE, TEXAS CVB to conduct a SOUTHERN PROFESSIONAL OUTBOARD RACING TOUR Series Circuit Event, hereinafter referred to as EVENT, at ORANGE, TEXAS on SEPTEMBER 18, 19, 20, 2015.

The SOUTHERN PROFESSIONAL OUTBOARD RACING TOUR (SPORT) will hereinafter be referred to as Race Producer and CITY OF ORANGE, TEXAS CVB will hereinafter be referred to as Site.

I. RACE PRODUCER RESPONSIBILITY

1.0

Race Producer shall arrange for and manage all officiating, including but not limited to: an on-site announcer, APBA qualified Chief Referee, Assistant Referee, Chief Technical Inspector, Assistant Inspector, Chief Scorer and Registrar, Assistant Scorers, Record Keeper, Time Keepers, Race Director, Chief of Safety and Rescue and all other officials and staff members that they may deem necessary.

1.1

Race Producer shall provide: American Power Boat Association (APBA) official sanction, liability Insurance and Participant Accident Insurance in minimum limits as specified as by the APBA.

1.2

Race Producer will assist in the promotion of the event by providing press releases on the racing in general, specific releases on the event, driver and staff profiles and photographs. Race Producer shall provide on-site publicity assistance for interviews and displays.

1.3

Race Producer shall solicit driver participation for the event through APBA and SPORT mailings, including, but not limited to special invitations to the event, regular newsletters, race notice mailings and personal contacts.

1.4

Race Producer shall be responsible for a race course design that conforms to any and all insurance guidelines and standards set out by the APBA.

1.5

Race Producer shall provide two "rescue" boats with one certified diver per boat to rescue and transport drivers involved in mishaps.

1.6

Race Producer shall provide administrative services and officiating services in accordance with published current APBA By-Laws, General Racing Rules, Safety Rules and Outboard Performance Craft (OPC) specific safety and racing rules and regulations.

1.7

The Race producer shall be the sole liaison between the site and all APBA and SPORT personnel.

II. FEES AND EVENT INCOME

2.0

A total fee of \$42,500 for a minimum of four classes of boats and all other necessary expenses associated with the race is mutually agreed upon by the Site and the Race Producer and is payable by SEPTEMBER 18, 2015 to the Race Producer for disbursement to the event participants.

2.1

Total fees for officials, sanctions, prize money purse as stated above, administrative services and all chargeable options to this agreement in the sum of \$42,500 is payable to the Race Producer as follows:

- 1) \$7500 to be paid by JULY 1, 2015 upon acceptance of this agreement, but no later than JULY 15, 2015.
- 2) \$10,000 is to be paid 60 days prior to the event. The payment date is AUGUST 30, 2015.
- 3) The remaining balance of \$25,000 is to be paid on SEPTEMBER 18, 2015 the first day of the event.
- 4) All payable fees listed above are to be paid to the SOUTHERN PROFESSIONAL OUTBOARD RACING TOUR or their designee.

2.2

All monies and or fees collected from drivers, boat owners, boat sponsors and crew members on behalf of the APBA and SPORT are the sole province of the Race Producer.

2.3

All income from any other sources, generated by the Site during the event, with the exception of the above mentioned are the sole province of the Site.

III. RACE PRODUCER RESERVATIONS

3.0

The Race Producer reserves the right of its Company and Divisional names, The Series and Circuit names, Titles and Championships names and those of the AMERICAN POWER BOAT ASSOCIATION (APBA).

3.1

The Site shall have the right to use the name of the event, Championship designations, if any, and the name of the SOUTHERN PROFESSIONAL OUTBOARD RACING TOUR in advertising and promotion prior to and after the event in connection with its promotional efforts, provided that the use of the names of the event do not constitute an endorsement of any product, service or organization. All promotional material concerning the event shall mention the SOUTHERN PROFESSIONAL OUTBOARD RACING TOUR.

3.2

The Race Producer reserves the right to produce photographs and video for its own promotional purposes without cost or obligation to the Site.

3.3

The Race Producer reserves the right to promote circuit sponsors at the Site. The method of promotion shall be mutually agreed upon by the Site and the Race Producer.

IV. SPORT MERCHANDISE

4.0

The Race Producer shall coordinate with the Site to sell and promote circuit merchandise bearing Race Producers name and or logo during the event.

V. SANCTIONED RACING REQUIREMENTS

5.0

The Site and Race Producer agree to comply with all currently published rules and regulations governing the specific race categories of the APBA and SPORT.

5.1

Racing format and time frames will not be a part of this contract but will be as mutually agreed between the Site and Race Producer.

VI. CANCELLATION

6.0

If the race is canceled due to unfavorable conditions, section II, 2.0 (prize money purse) shall be paid by Race Producer to the entries that have had an opportunity to race. \$150.00 per entry shall be paid by Race Producer to those drivers that had no opportunity to complete their racing. In any case, the Prize Money Purse total will not exceed the amount specified in this contract in section 2.0. Any inspect Prize Money will revert back to CITY OF ORANGE, TEXAS CVB at the conclusion of all racing activities for the event. Event or racing cancellation shall be the sole authority of the race officials and will be based on safety considerations.

VII. SITE RESPONSIBILITY

7.0

The Site agrees to provide the following for the pit and boat launch area:

- One crane and operator capable of weighing the race boats to determine compliance with technical rules. The scales used for weighing will be provided by SPORT.
- Adequate boat ramps and fenced pit areas for storage and launching of the race boats. For size and location, the pit area should be capable of handling at least 60 race boats and their support vehicles. If boat ramps are not available for launching the race boats, cranes must be provided for this purpose. A minimum of two additional cranes will be required for launching purposes in the absence of boat ramps.
- Sanitary facilities are required in the pit area.
- Security for the racing equipment is required after normal hours of operation.
- Loading docks at the launch or crane area.
- A starting dock of sufficient length to start all boats in the final events of all classes of racing. The location and size to be specified by the SPORT officials.

7.1

The Site will provide two on-site ambulances, dedicated to the race. Sanction and insurance regulations require that an ambulance will be on site throughout testing and the actual running of all racing. The ambulances must be attended by an on-site Medical Doctor or Licensed/Certified Paramedics. The Ambulances must be capable of providing Advanced Life Support and transportation to the NEAREST hospital with an emergency trauma room.

7.2

The Site agrees to provide the following for the officiating area:

- A cover or canopy with tables and chairs sufficient to accommodate 10 race officials. The officiating area must be in the middle of the front straight away and will be located at the start/finish line.
- The officiating area must be secured from all non-officiating personnel and spectators.
- A clear view of the race course is required from the officiating area.

- Sanitary facilities must be available to the officiating staff separate from those used by the spectators.
- A public address system with a microphone for the race announcer.

7.3

The Site shall provide or arrange for the following on-water services:

- Adequate "Patrol" Boats to regulate non race related on-water activities and provide a vantage point for on-water race course judging. A minimum of two of these boats are required.
- Any licenses, permits or approvals required from all Federal, State or Local Agencies or Authorities.

7.4

The Site shall provide trophies or plaques for the first, second and third place finishers in each class.

VIII. ASSIGNS

8.0

The Rights and Licenses granted by the Race Producer in this agreement are personal to the Site and may not be assigned or otherwise transferred without the written consent of the Race Producer.

IX. INSURANCE

9.0

The Race Producer and Site will hold each other harmless against all liabilities, demands, damages, expenses or losses arising from acts or omissions of the other. The Race Producer represents and warrants that it provides comprehensive event liability insurance in the amount of at least one million dollars written by a United States Company and that it will name up to five additional insureds thereon, and will issue certificates of insurance to those entities.

X. FORCE MAJEURE

10.0

Neither party shall be liable for any failure or delay in the performance of its obligations under this agreement to the extent such failure or delay is due to circumstances beyond its control, including, without limitations, acts of God, or acts of public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, and/or acts of any Government body, Nor shall any failure or delay give the other party the right to terminate this agreement. Each party shall use its best efforts to minimize the duration and consequence of any failure or delay in performance resulting from such Force Majeure.

XI. MISCELLANEOUS

11.0

If the Event does not take place due to any cause beyond the reasonable control of the Race Producer and/or the Site, this agreement shall terminate.

The Race Producer's only obligation shall be to return to CITY OF ORANGE, TEXAS CVB the fees paid to date less any reasonable expenses, as agreed upon by both parties, incurred by the Race Producer prior to the date of termination.

11.1

This agreement does not constitute a partnership or joint venture or principal-agent agreement between the Race Producer and Site. This agreement shall be governed by the laws of the State of Texas. This agreement is complete and represents the entire contract between the Race Producer and the Site.

Agreed and accepted on this date December 2, 2014

SOUTHERN PROFESSIONAL OUTBOARD RACING TOUR
(RACE PRODUCER)

John Stahl race director
signed title

(SITE)

signed title

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE SOUTHERN PROFESSIONAL OUTBOARD RACING TOUR (SPORT) FOR THE 2015 TUNNEL BOAT RACES TO BE HELD IN ORANGE, TEXAS SEPTEMBER 18 THROUGH SEPTEMBER 20, 2015.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS:

That the City Manager is hereby authorized to enter into an agreement with the Southern Professional Outboard Racing Tour (SPORT) for the 2015 tunnel boat races to be held in Orange, Texas September 18 through September 20, 2015.

PASSED, APPROVED and ADOPTED on this the 13th day of January 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

CONVENTION & VISITORS BUREAU

MEMORANDUM

DATE: December 19, 2014

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, Director

RE: July 4, 2015, PYROTECNICO FIREWORKS AGREEMENT

Please see the attached proposal and agreement submitted by PYROTECNICO Fireworks regarding the July 4, 2015, event at the Riverfront Boardwalk & Pavilion. Staff is planning a musical concert prior to the fireworks show.

PYROTECNICO will provide \$10 million dollar general liability insurance, \$10 million dollar commercial transportation insurance, and state worker's compensation policy.

Pricing includes a \$19,300 fireworks display, \$100 State of Louisiana fireworks permit (Harbor Island – Beacon Maritime), and \$600 fireworks security.

The total price is **\$20,000**.

Subject to your review and approval, please add this request as an agenda item for the next City Council meeting. Please contact me at extension #1077 for additional information.

Client:

Orange Convention & Visitors Bureau (CVB)
Orange, TX

Event Date: July 4, 2015

Prepared for: Mr. Jay Trahan & Ms. Ashley Mahana

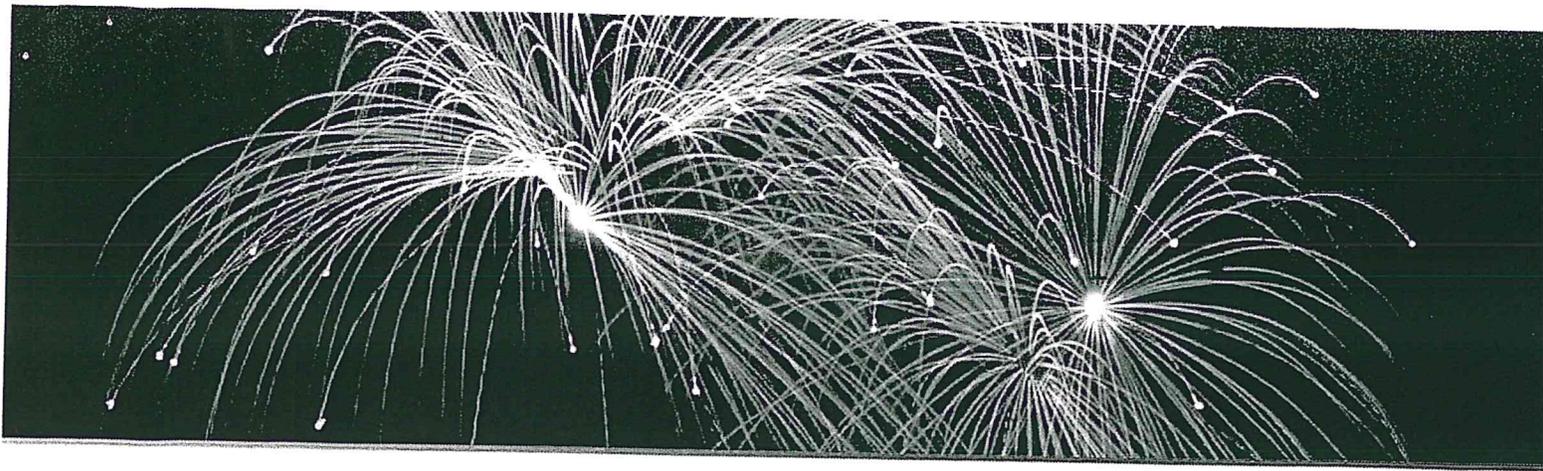
Contract Terms:

50% deposit due upon signing of contract. The balance is due 30 days after the display.

This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





Opening Presentation

The Opening Presentation will start your display off "with a bang." A "mini-finale" will excite the crowd and get them energized for a great show.

- 1 2.5-inch 25 Shot Barrage Box
- 10 3-inch Titanium Salute Shells

35 Total Opening Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

- 125 3-inch Assorted Aerial Display Shells

Above shells will be individually fired or tied in combination flights of Two, Three, or Ten Shells per Flight

- 84 4-inch Assorted Aerial Display Shells

Above shells will be individually fired or tied in combination flights of Two, Three, or Six Shells per Flight

- 50 5-inch Assorted Aerial Display Shells

Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight

259 Total Body Shells

Special Effect Barrages

Special Effect Barrages will enhance your display in rare, exciting new ways. The innovative firings and creative effects matched with imaginative color combinations will make your presentation one-of-a-kind. Wave Willows, Red & Green Falling Leaves, Silver Whirls, Green Glittering Mines, and Lemon & Purple "X" Crossettes are just some of the effects that bring crowds to their feet with jaws dropped in amazement.

2	2-inch 25 Shot Assorted Color Barrage Boxes	(50 Shells)
2	2-inch 36 Shot Assorted Color Barrage Boxes	(72 Shells)
1	2.5-inch 25 Shot Assorted Color Barrage Box	(50 Shells)
2	49 Shot Assorted Variety Angled Barrage Boxes	(98 Shells)
4	70 Shot Assorted Variety Angled Barrage Boxes	(280 Shells)
4	90 Shot Assorted Variety Angled Barrage Boxes	(360 Shells)
2	100 Shot Assorted Variety Angled Barrage Boxes	(200 Shells)
2	150 Shot Assorted Variety Angled Barrage Boxes	(300 Shells)
2	182 Shot Assorted Variety Angled Barrage Boxes	(364 Shells)
2	340 Shot Assorted Variety Angled Barrage Boxes	(680 Shells)

23 Total Barrage Boxes (2,429 Shells)

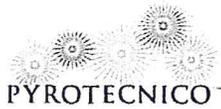
Your Grand Finale Presentation

This is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. This will end your event in style and leave the audience with lifelong memories!

170	3-inch Assorted Shells (50 Titanium Salutes, 120 Color)
54	4-inch Assorted Color Star Shells
45	5-inch Assorted Color Star Shells

269 Total Finale Shells





RECAP



PRESENTATION

Opening

- 1 2.5-inch 25 Shot Barrage Box
- 10 3-inch Titanium Salute Shells

35 Total Opening Shells

Body

- 125 3-inch Assorted Aerial Display Shells
- 84 4-inch Assorted Aerial Display Shells
- 50 5-inch Assorted Aerial Display Shells

259 Total Body Shells

Grand Finale

- 170 3-inch Assorted Shells
(50 - 3" Titanium Salutes, 120 - 3" Color)
- 54 4-inch Assorted Color Star Shells
- 45 5-inch Assorted Color Star Shells

269 Total Finale Shells

Special Effect Barrage Boxes

- 2 25 Shot Assorted Color (50 Shells)
- 2 36 Shot Assorted Color (72 Shells)
- 1 25 Shot Assorted Color (50 Shells)
- 2 49 Shot Assorted Variety (98 Shells)
- 4 70 Shot Assorted Variety (280 Shells)
- 4 90 Shot Assorted Variety (360 Shells)
- 2 100 Shot Assorted Variety (200 Shells)
- 2 150 Shot Assorted Variety (300 Shells)
- 2 182 Shot Assorted Variety (364 Shells)
- 2 340 Shot Assorted Variety (680 Shells)

23 Total Barrage Boxes (2,429 Shells)

PRICING

- \$ 19,300.00 Fireworks Display
- \$ 100.00 State of Louisiana Fireworks Permit
- \$ 600.00 Fireworks Security

\$ 20,000.00 Grand Total



Fireworks Display Contract

THIS CONTRACT (this "Contract") is made this _____ day of _____, 2014 by and between **S. Vitale Pyrotechnics Ind., INC (dba Pyrotecnico)** and **City of Orange, TX** ("Sponsor"), with principal place of business located: Orange, TX.

WHEREAS, Pyrotecnico is desirous of providing Sponsor with a fireworks exhibition and display for Sponsor's benefit under such terms and conditions as provided herein, and thereby, the parties agree as follows:

1. Fireworks Display.

Pyrotecnico shall sell, furnish and deliver to Sponsor certain fireworks which Pyrotecnico agrees to exhibit and display on

DATE: July 4, 2015 /**Rain Date:** _____ **(Please fill in Rain Date)**

(Note: Rain dates not available on July 2-4, 2014 – If planning a Rain Date during July 4th week, please consult with your Show Producer before submitting) in accordance with the program set forth and agreed upon at the time of the signing of this Contract, the specifics of which are set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein by reference thereto (the "Fireworks Display").

2. Payment Schedule.

For and in consideration of the Fireworks Display, Sponsor agrees to pay Pyrotecnico the contract price of \$19,300 Fireworks + \$100 Louisiana Permit Fee + \$600 Overnight Security = \$20,000 (the "Contract Price") paid as follows:

- a. **50% of the Contract Price due upon the signing of this Contract**
- b. **the balance of the Contract Price due within ten (10) days of completion of Fireworks Display.**

Sponsor agrees to pay interest at the rate of 1½ % per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, PA 16103. Furthermore, in the event Sponsor fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney or third party, Sponsor shall be responsible for all fees and costs incurred by Pyrotecnico to collect said sums.

3. Display Responsibilities.

Pyrotecnico and Sponsor will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to, (i) procuring and furnishing a place suitable for the Fireworks Display (the "Display Site"), (ii) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals") Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this exhibition including any fees or expenses incurred after the signing and execution of contract for said show, (iii) providing adequate private and/or public security, police and fire protection, (iv) securing an acceptable location with private and/or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the Fireworks Display), (v) securing adequate protection to preclude all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico, (vi) removing and keeping unauthorized persons, as well as, personal or real property of any kind, including, without limitation, motor vehicles, outside of the area designated by Pyrotecnico as the Display Site, fallout area or safe zone. Pyrotecnico and Sponsor shall fulfill their responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

4. Crediting.

Sponsor agrees to credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising/marketing materials that are within the Sponsors authority.

5. Indemnification and Limitation of Liability.

Sponsor shall indemnify, defend and hold Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities as set forth herein. Pyrotecnico shall indemnify, defend and hold Sponsor harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from the gross negligence or willful misconduct of Pyrotecnico or its employees, agents, contractors or representatives. Sponsor shall not under any circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from Pyrotecnico, including, without limitation, loss of income, business or profits.



6. Postponement.

In the event that weather is such that Pyrotecnico, in its sole and absolute discretion, determines that the Fireworks Display would be impossible or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. If the parties agree to a new scheduled date, then Sponsor shall pay twenty-five percent (25%) of the contract price for expenses Pyrotecnico has incurred. In the event a mutually satisfactory postponement date for the Fireworks Display cannot be determined, this Contract shall become null and void and neither party shall have any further obligation or responsibility hereunder, provided however, that in such event Sponsor shall pay to Pyrotecnico a sum equal to seventy-five percent (75%) of the Contract Price as liquidated damages. All postponed shows must be rescheduled and completed within six (6) months from the date in which they were originally scheduled.

7. Cancellation.

If (i) Sponsor cancels this Contract for any reason, or (ii) Pyrotecnico is unable to timely complete all tasks relating to the Fireworks Display in accordance with this Contract with the assistance of Sponsor and cancels this Contract despite both parties best efforts, liquidated damages for such cancellation shall be paid by Sponsor to Pyrotecnico as follows: a. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, twenty-five percent (25%) of the amount of the Contract Price; b. In the event that the Fireworks Display is cancelled less than 30 days before the date scheduled for the Fireworks Display, seventy-five percent (75%) of the amount of the Contract Price.

In the event that Sponsor chooses to terminate this Contract, it shall do so by written notice via certified mail addressed to Pyrotecnico, P.O. Box 149, New Castle, PA 16103. Notice shall be effective upon receipt of said written notice by Pyrotecnico. Except as provided in Section 6 above with respect to weather postponement, in the event of circumstances beyond the control of either party, such as fire, strikes, delay, or similar causes which prevent the delivery of materials or performances as set forth herein, the parties hereto release one another from any and all obligations and responsibilities contained herein, provided however, sponsor shall pay to Pyrotecnico 25% of contract price as liquidated damages.

8. Scripted Show and Music Soundtracks

Sponsor agrees to complete and return signed contract to Pyrotecnico, a minimum of 40 days in advance of show date, for displays designated as "scripted" exhibitions. Furthermore, sponsor agrees to either provide music soundtrack or approve soundtrack created by Pyrotecnico, a minimum of 30 days in advance of show date. If sponsor fails to complete either option, then Pyrotecnico in its sole discretion, reserves the right to complete soundtrack without prior approval from sponsor. Scripting process will be completed based on the soundtrack completed by Pyrotecnico.

9. Venue.

In any action on or relating to this Contract, the parties hereto consent to the exclusive jurisdiction and venue of the state courts located in Orange County, Texas and the United States District Court of the Southeast District of Texas.

10. Legal Construction.

If any provision of this Contract is held to be illegal, invalid or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein. Pyrotecnico reserves the right to substitute products of equal or greater value.

11. Entire Agreement.

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

PYROTECNICO:

CITY OF ORANGE TX:

By: _____

By: _____

Title: _____

Title: _____



CONTACT/INSURANCE REQUISITION FORM

Please return this form with your signed contract for the Insurance Certificate to be processed.

Account Name: _____

Address: _____

City, State & Zip: _____

Phone Number: _____ Fax Number: _____

Contact Persons Name: _____

Main Phone Number: _____ Cell: _____ Fax: _____

Email Address: _____

Accounts Payable Contact: _____ Email: _____

Display Date & Time: _____ Rain Date: _____

Contact Person on Site (Day of display), if different from above:

Name: _____ Cell Phone Number: _____

Email Address: _____

Display Site Location and Address:

Additionally Insured – If Applicable:

- Please complete and return this form to Pyrotecnico:
 - Fax to: 724.652.1288 or
 - Email to: Joanne(jeskew@pyrotecnico.com)

A RESOLUTION AWARDING A CONTRACT TO PYROTECNICO FIREWORKS IN THE AMOUNT OF \$20,000.00 FOR THE FIREWORKS DISPLAY FOR THE JULY 4th CELEBRATION AT THE RIVERFRONT PAVILION ON JULY 4, 2015.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS:

That a contract for the fireworks display for the July 4th Celebration at the Riverfront Pavilion be awarded to Pyrotecnico Fireworks in the amount of TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute said contract with Pyrotecnico Fireworks.

PASSED and APPROVED on this the 13th day of January 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

December 23, 2014

To: Shawn Oubre, City Manager

From: Jim Wolf, Public Works Director

Re: Annual Contract for HVAC Maintenance Service
Alliance Mechanical Service
Recommendation of Award

Attached is the bid tabulation for the Annual Contract for HVAC Maintenance Services of City of Orange buildings. After reviewing the bids we recommend that Alliance Mechanical Service be awarded the contract in the amount of \$102,275.

The contract is a performance based contract. The City created the attached contract bid form to replicate future needs of equipment, labor and sub-contract work during an average year period of time. The expenditure for equipment, labor and sub-contract work will be based only upon actual invoiced items approved by the City staff.

As stated in the Bid package a bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid. A cashier's check, a certified check, or a bank draft payable to the City of Orange may be submitted in lieu of the Bid Bond. Also, proof the company has a minimum ten (10) years experience required. After reviewing the Bids, Industrial & Commercial Mechanical did not submit a Bid Bond or have the minimum ten years experience and A-1 sheet Metal & A/C, Inc. only has one (1) year HVAC experience as shown on the bid tabulation.

If you agree please place on the next council agenda for approval.

BID FORM

City of Orange

ANNUAL CONTRACT FOR MACHINE SHOP AND REPAIR SERVICES

OUTLINE OF BID DATA:				
	DESCRIPTION	ESTIMATED Quantity/Amount	MARK-UP/COST	TOTAL
1	Equipment *	\$25,000	%	\$
2	Parts & Materials	\$12,000	%	\$
3	Labor/ Reg. Hrs.	350 HRS.	\$/hr.	\$
4	Labor/ O.T. Hrs.	200 HRS.	\$/hr.	\$
5	Sub-Contract Work	\$5,000	%	\$
SUB-TOTAL BID AMOUNT				\$
FIXED COST SUB-TOTAL AMOUNT (Items 1, 2, & 5)				\$ 42,000.00
TOTAL BID AMOUNT				\$

* EQUIPMENT-Defined as item with model/serial no. (condenser, air handlers, etc.)

Acknowledge Receipt of Addendum (if applicable) :

No. _____, dated _____, 20____.

No. _____, dated _____, 20____.

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____ **zip** _____ **FAX NO.:** _____

COMPANY REPRESENTATIVE: _____

TITLE: _____

DATE OF DELIVERY AFTER RECEIPT OF ORDER: _____

WARRANTY (LABOR & WORKMANSHIP): _____

DOES YOUR BID MEET SPECIFICATIONS? YES _____ NO _____
IF NO IS INDICATED, ATTACH SHEET INDICATING EXCEPTIONS.

**BID TABULATION - ANNUAL CONTRACT FOR HVAC MAINTENANCE SERVICES
 BID OPENING: TUESDAY, DECEMBER 9, 2014 @ 2:00 P.M.**

DESCRIPTION	INDUSTRIAL & COMMERCIAL MECHANICAL BEAUMONT, TEXAS	A-1 SHEET METAL & A/C, INC. BEAUMONT, TEXAS	ALLIANCE MECHANICAL SERVICE ORANGE, TEXAS
Annual contract for HVAC Maintenance Service			
TOTAL BID	\$88,050.00	\$97,300.00	\$102,275.00
Exceptions	No	No	No
Bid Bond / Cert. Check	No	Yes	Yes
Min. 10 yrs. Experience	No	No	Yes

A RESOLUTION AWARDING A CONTRACT TO ALLIANCE MECHANICAL SERVICE IN THE AMOUNT OF \$102,275.00 FOR THE ANNUAL CONTRACT FOR HVAC MAINTENANCE SERVICES AT CITY OF ORANGE BUILDINGS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS:

That a contract for HVAC maintenance services at City of Orange buildings be awarded to Alliance Mechanical Service on the basis of their bid meeting specifications in the amount of ONE HUNDRED TWO THOUSAND TWO HUNDRED SEVENTY FIVE AND NO/100 (\$102,275.00) DOLLARS.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute said contract with Alliance Mechanical Service.

PASSED, APPROVED and ADOPTED on this the 13th day of January 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

January 5, 2015

To: Shawn Oubre, City Manager
From: Jim Wolf, Director of Public Works
Re: Waste Water Treatment Facility
Recommendation for Change Order No. 3
Rehab Project Phase 1A &1B



Please find attached a copy of our October 15, 2013 memorandum to Council regarding the Recommendation of Award.

The second paragraph in the memorandum discusses the need for a future change order to address the outstanding bid items that were not made a part of the current contract. The remaining five (5) items totaling \$197,675 need to be done at this time. These items address grit removal and equipment repair in the aeration basin and the aerated sludge holding tanks. The solids build up in these units were significant a year ago when the project was bid and additional deposits of grit has accumulated.

If you agree with our recommendation to proceed with Change Order No. 3 please place on the next Council agenda for approval.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

October 15, 2013

To: Shawn Oubre, City Manager
From: Jim Wolf, Public Works Director
Re: Wastewater Treatment Plant Rehabilitation
Phase 1A & 1B
Recommendation of Award

Please find attached the bid tabulation for the Wastewater Treatment Plant Phase 1A & 1B. The base bid of Allco was in the amount of \$887,450. We propose to award the base bid to Allco and to immediately execute Change Order No.1 to deduct \$137,000 from the contract. The adjusted contract amount will be \$750,450. FY 2013-2014 Capital for Plant Improvements was budgeted for \$620,000. Capital required from reserves to fund the adjusted contract will be \$130,450. The current balance in unassigned reserves is \$466,259. The reduction of this amount by \$130,450 will result in an adjusted reserve amount of \$335,809.

Items removed from the contract by Change Order No. 1 as well as certain additive bid items will be added back to the contract under proposed Change Order No. 2. Change Order No. 2 will not be executed until the original contract time of 240 consecutive calendar days has nearly expired around July/August 2014. At that time Change Order No. 2 estimated at \$308,945 could be executed and the work performed and paid for in FY 2014-2015. If you agree please place on the next Council's agenda.

January 5, 2015

Mr. James B. Wolf, P.E.; R.P.L.S.
Director of Public Works
City of Orange
P.O. Box 520
Orange, Texas 77631

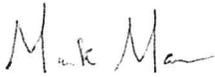
Re: City of Orange
Orange County, Texas
Wastewater Treatment Plant Improvements
Phase 1A & B
Change Order No. 3

Dear Mr. Wolf,

Please find enclosed partially executed copies of Change Order No. 3, and Allco's costs for the above project. This change order is to remove accumulated grit from the aeration tanks, and sludge holding tanks. The material will be placed on the City Drying beds, and dry material loaded into City Haul Trucks. Allowance Item No. 11 will provide materials to repair the damaged aeration piping in the east aeration basin unit.

Please review the change order and execute on behalf of the City, and return two copies to our office for distribution. Should you have any questions or comments please do not hesitate to call.

Sincerely,
SCHAUMBURG & POLK, INC.


Mark Mann, P.E.
Project Manager

cc: SPI File: Orange 45010, Change Order

CHANGE ORDER No.: THREE (3)
DATE: January 5, 2015

PROJECT: City of Orange
Wastewater Treatment Plant - Phase IA&B Improvements

OWNER: City of Orange
803 West Green
Orange, Texas 77630

CONTRACTOR: Allco
6720 College Street
Beaumont, Texas 77707

TO THE OWNER: Approval of the following contract change is requested.

REASON FOR CHANGE: Revise Bid Items from Contract as indicated, for removal of accumulated Grit from Treatment Units

CONTRACT PRICE

ORIGINAL CONTRACT AMOUNT: \$887,450.00
CHANGE ORDER No. 1 -\$137,000.00
CHANGE ORDER No. 2 \$49,948.00

THIS CHANGE ORDER:

Items	Description	Amount
4	Aeration Basin - Furnish all Labor, materials, tools, equipment, to drain, clean, and remove accumulated solids from the existing basins, (less air pipe and fittings) ADD 1 Lump Sum of \$35,000.00	\$35,000.00
7	Aeration Basin - Grit Removal - Furnish all Labor, materials, tools, equipment, to remove accumulated grit and solids from the basin, place on existing drying beds, Load into City Trucks; ADD 600 CY at \$135.00/CY	\$81,000.00
11	ALLOWANCE - Air Piping Materials for Aeration Basin, including all sections, pipe, diffusers, retainer rings, base plates, and appurtenances, ADD 1 Lump Sum at \$15,000	\$15,000.00
A6	Solids Holding Basin - Furnish all Labor, materials, tools, equipment, to drain, clean, and remove accumulated solids from the existing basins, ADD 1 Lump Sum of \$21,000.00	\$21,000.00
A9	Solids Holding Basin - Grit Removal - Furnish all Labor, materials, tools, equipment, to remove accumulated grit and solids from the basin, place on existing drying beds, Load into City Trucks; ADD 315 CY at \$145.00/CY	\$45,675.00

AMOUNT OF THIS CHANGE ORDER: \$197,675.00

TOTAL REVISED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER: \$998,073.00

CONTRACT TIME

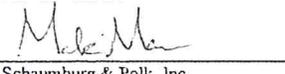
ORIGINAL CONTRACT TIME 240 Consecutive Calendar Days
Previous Change Orders 4 Consecutive Calendar Days
Request Rain Days from May thru October 2014 23 Consecutive Calendar Days
Clarifier Weight and Sweep Arm Modifications 2 Consecutive Calendar Days
TOTAL REVISED CONTRACT TIME INCLUDING THIS CHANGE ORDER: 269 Consecutive Calendar Days

CONDITION OF CHANGE:

Contractor acknowledges and agrees that the adjustments in contract price and contract time stipulated in this Change Order represents full compensation for all increases and decreases in the cost of, and the time required to perform the entire work under the Contract arising directly or indirectly from this Change Order and all previous Change Orders. Acceptance of this waiver constitutes an agreement between Owner and Contractor that the Change Order represents an all inclusive, mutually agreed upon adjustment to the Contract, and that Contractor will waive all rights to file a claim on this Change Order after it is properly executed.

SUBMITTED BY

Allco
Contractor
Date: 01-05-15

REVIEWED BY

Schaumburg & Polk, Inc.
Engineer
Date: 1/5/15

APPROVED BY

City of Orange
Owner
Date:

cc: City of Orange
Allco
Schaumburg & Polk, Inc.



P. O. Box 3684, Beaumont, Texas 77704 Phone: 409-860-4459 Fax: 409-860-3857
 Email: allco@allco.com

December 28, 2014

Schaumburg & Polk Consulting Engineers
 8865 College Street
 Beaumont, Texas 77707

Attn: Mr. Mark Mann

Re: City of Orange
 WWTP Rehabilitation Project
 Phase I A & I B
 Additional Work that the City wants Added to Contract
Our Job No. TX- 738

Dear Mr. Mann:

We propose to furnish labor, equipment, and material to perform the work on the following Bid Items of the original quotation.

1. Bid Item No. 4 – Aeration Basin – Furnish all labor, materials, tools, equipment, supervision, necessary to complete improvements to the aeration basin, including draining, cleaning, air piping, fittings, and appurtenances, all in strict accordance with the plans and specification. 1 LS. \$35,000.00

A. Aeration Piping, Fittings and Aeration Diffusers for the Rehabilitation of the Aeration Systems. To be provided per Allowance Bid Item No. 11.

2. Bid Item No. 7 – Grit Removal (Aeration Basin) – Furnish all labor, materials, tools, equipment, supervision, necessary to remove and dispose of all grit and debris from the aeration basin, all in strict accordance with the plans and specification for 600 CY \$135.00 = \$81,000.00

A. The grit will be pumped into the drying beds and the amount Grit/Sludge will be priced out at the unit price quoted.

Mr. Mark Mann

November 21, 2014

Page Two

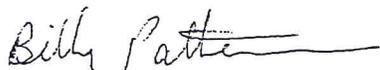
4. Bid Item A6 – Aerated Sludge Holding Tanks – Furnish all labor, materials, tools, equipment, supervision, necessary to complete improvements to the aerated Sludge Holding Tanks, including, draining, cleaning, and appurtenances, all in strict accordance with the plans and specifications \$21,000.00
6. Bid Item A9 – Grit Removal (Aerated Sludge Holding Tanks) – Furnish all labor, materials, tools, equipment, supervision, necessary to remove and dispose of all grit and debris from the aerated sludge holding tanks, all in strict accordance with the plans and specifications 315 CY \$145.00 = \$45,675.00

Allco will load removed solids after drying into the haul trucks or dumpsters provided by the City of Orange.

If the sludge quantities that we move are greater than that is quoted above, the quantity that is actually moved will be billed at the quoted rates above.

Very truly yours,

ALLCO



Billy Patterson

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 3 WITH ALLCO FOR THE WASTEWATER TREATMENT PLANT REHABILITATION PHASE 1A & 1B.

WHEREAS, on October 22, 2013 the City of Orange, Texas entered into a contract with Allco in the amount of \$887,450.00 for the Wastewater Treatment Plant Rehabilitation Phase 1A & 1B; and

WHEREAS, it has become necessary to make adjustments to the project; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS:

That the contract between Allco and the City of Orange, Texas is hereby amended as per the attached Change Order No. 3, in the amount of \$197,675.00; now therefore

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign said Change Order No. 3.

PASSED, APPROVED and ADOPTED on this the 13th day of January, 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

Memo

TO: City Manager – Dr. Shawn Oubre
FROM: Police Chief – L.L. Martin
SUBJECT: Memorandum of Understanding (MOU) for License Plate Reader
DATE: January 5, 2015

The Orange Police Department would like to obtain a Memorandum of Understanding (MOU) with Vigilant Solutions for a License Plate Reader (LPR).

This MOU, as well as the final agreement, are for the service, equipment, service contract, and other goods and services. The desire by the city is to obtain and operate the LPR at little or no cost to the city. In this case, the city will operate the existing LPR and gain another system to add to the fleet.

An LPR is the camera that you have seen mounted to the roof and trunk of a police car. The LPR is hooked to a computer that is constantly reading vehicle license plates. When a plate with a warrant is identified, the officer then makes a traffic stop and verifies the warrant. At this time, the officer then makes an arrest, tows the vehicle, and books the violator in jail.

This agreement will, at no cost, provide a new second LPR and credit card scanner. The provider adds an additional 25% charge for the point of collection during the traffic stop by using the credit card scanner for payment. The city will get its original traffic charge and warrant charge. The company will get the upcharge which it collects when the credit card is swiped.

This helps the city in a few ways. One, the officer is able to settle the warrant on the street and may not have to wait for family to pick up children or other occupants in the vehicle. Two, the city will not have to pay the daily \$50.00 per day inmate fee at the county jail. Third, the officer will be more productive instead of being tied up with an arrest and booking of prisoner which can take more than an hour to do under normal conditions.

Thanks for your consideration,
Lane Martin

Warrant Redemption Program (WRP) - Pilot, Test, and Evaluation
Memorandum of Understanding

This Memorandum of Understanding (MOU) represents a mutual understanding between **Vigilant Solutions Inc. (Vigilant)** and City of Orange **(Agency)** regarding the **Pilot, Test and Evaluation** of the warrant settlement / redemption and public safety enhancement program entitled **Warrant Redemption Program (WRP)**.

Definitions:

"Law Enforcement Agency (Agency)" means a law enforcement agency or other applicable governmental agency that has executed a Memorandum of Understanding to participate in the Warrant Redemption Program sponsored by Vigilant.

"Mobile License Plate Recognition System (MLPRS)" means Vigilant's combination software/hardware License Plate Recognition (LPR) system, a customized solution that enables automated reading and warrant "Warrant-List" matching of car license plates passing through LPR video cameras connected to Vigilant provided hardware and software system(s).

"Law Enforcement Archival Reporting Network Server (LEARN Server)" means Vigilant's hosted server application, installed on Vigilant's National LPR server for law enforcement residing in the Washington DC metro area.

"Warrant-List" means an electronic list of outstanding class "C" warrants to be loaded within the MLPRS so that the MLPRS can alert operators when the MLPRS has scanned a vehicle associated with an outstanding warrant. Each Warrant-List record will include as a minimum: 1) vehicle license plate number; 2) vehicle state of registration; and 3) warrant type.

"Pay My Warrants (PMW)" means a web based payment processing gateway and transaction log website integrated with the Vigilant MLPRS for the purposes of processing warrant settlement payments and logging such transactions.

Term of MOU:

Execution of this MOU entitles Agency to receive the WRP Deliverables (defined below), which shall be provided to Agency by Vigilant at no charge. Agency bears no financial responsibility for the WRP Deliverables with regards to acquisition costs, maintenance costs, software update costs, hosted server costs, or any other costs. Agency only needs to install the WRP Deliverables in conjunction with existing agency Mobile Data Computers (MDC), and internet connection (Broadband connection or similar).

WRP Deliverables:

Vigilant will provide the following to each WRP participating agency:

- Vigilant's CarDetector mobile LPR software
- Three mobile LPR cameras, GPS receiver & Power stabilizer (Per MLPRS)
- Single point power wiring kit via cigarette lighter and/or direct to battery connection
- Credit Card Swiper and Receipt Printer – Each USB Connected
- No permanent changes to vehicle electrical systems are required nor does the system draw excessive power

Agency Understandings and Objectives:

The following are the key objectives of the Agency:

- Agency will apply for a Credit Card Processing Merchant Account and become the Merchant of record for all financial warrant settlement transactions - this allows funds to be deposited directly into the Agency's financial account
- Agency shall be willing to receive and, if requested by Vigilant, return the WRP Deliverables provided by Vigilant
- Agency agrees to 'lift' the 'Warrant Value' by of 25 % (Twenty Five Percent), therefore constituting the absconder payee's 'Total Settlement' amount for all warrant settlements via WRP
- The entirety of the 'Total Settlement' amount shall be directly split with Vigilant such that Vigilant shall receive an automated 'Split Funding' of 20% (twenty percent) of the 'Total Settlement' value
- Agency agrees to sign the Credit 'Split-Funding Agreement', found in Exhibit A, therefore authorizing the merchant service provider to directly deposit the 'Split Payment' into a Vigilant designated bank account

Financial Economic Example (Lift = 25% / Split Payment = 20%):

Warrant Value	Lift	Total Settlement	Vigilant Split Payment	Payment to Agency	Vigilant Split Funding
\$ 215.00	25.0%	\$ 268.75	20.0%	\$ 215.00	\$ 53.75

Vigilant Obligation:

The following are the key obligations of Vigilant:

- Vigilant will provide and deliver the WRP Deliverables including all required system software and hardware components (less the required MDC for each MLPRS unit)
- All Credit Card transaction fees and service charges shall be \$0 charge to the Agency and shall be Vigilant's responsibility to be paid from Vigilant's Split Funding

Ownership and Termination:

The WRP Deliverables remain the property of Vigilant. The hardware and software components are owned by and titled to Vigilant. This MOU does not constitute sale of any piece, part or portion of the WRP Deliverables contents. Vigilant retains title and ownership of the software and hardware components related to the WRP Deliverables and all other materials included as part of the WRP Deliverables package.

The MOU shall commence once executed until terminated. Either party, Vigilant or your Agency, may terminate this MOU for its convenience, and in its sole discretion, by providing the other party written notice of termination. No financial commitment by your agency is required to participate in this program and participation has a zero fiscal impact on your agency for acquisition and a positive effect on collections of outstanding warrant and fines due your sponsoring level of government.

Existing Vigilant SLA/ESA Agreements:

In some cases, an existing Vigilant client may have an active Site License Agreement or Enterprise Service Agreement (SLA/ESA) currently in force with Vigilant. In such cases, this MOU will become the prevailing agreement between Vigilant and the Agency with regards to any LPR systems that are in service and operating under the premises of this WRP Program. Existing SLA /ESA benefits will continue without restriction, but the agreement fees will be suspended throughout the term of active participation by the Agency in the WRP program.

Termination:

The MOU shall commence once executed until terminated. Either party, Vigilant or your Agency, may terminate this MOU for its convenience, and in its sole discretion, by providing the other party thirty (30) days prior written notice of termination.

Upon termination of this MOU your Agency will immediately cease all use of WRP Deliverables and will return MLPRS units furnished by Vigilant as WRP Deliverables to Vigilant. Any existing SLA/ESA agreements between Vigilant and the Agency shall remain in force, and any associated fees will reconvene six (6) months subsequent to QRP program Termination.

Authorization:

IN WITNESS WHEREOF, Vigilant the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

Provider: Vigilant Solutions, Inc.
Authorization: Joseph L. Harzewski III
Title: Vice President
Date: _____
Signature: _____

Agency: City of Orange
Officer: Shawn Dubne
Title: City Manager
Date: 12/29/14
Signature: [Handwritten Signature]

Address Correspondence about this document to:

Joe Harzewski - Vice President
Tel: 818-915-8085 / Fax: 925-398-2113
Email: joe.harzewski@vigilantsolutions.com

Exhibit A – SPLIT-FUNDING AGREEMENT

This Split-Funding Agreement ("Agreement") is entered into between Vigilant Solutions Inc. ("Payee") and

City of Orange ("Merchant")

and shall be effective as of the 29 day of December 2014 ("Effective Date").

BACKGROUND: Merchant has executed the Merchant Processing Agreement ("Agreement") by and between "Processor Partner" and Merchant, with services provided by a transaction processor ("Processor") and a card association sponsor bank ("Bank") to provide credit and debit processing services. Merchant has executed an agreement with Vigilant Solutions Inc. ("Payee") that stipulates/requires Merchant direct and pay a percentage of its future credit and debit card receipts to Payee ("WRP MOU") and that Merchant cause Processor Partner and the processor to take certain other actions described in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Merchant, Processor Partner, and Payee agree as follows:

1. Merchant Authorization. Merchant irrevocably authorizes and instructs Processor Partner to (i) withhold (or cause to withhold) 20% (Twenty percent) of Merchant's daily gross credit and debit card processing receipts ("Split Payment") from deposit into Merchant's Settlement Account and to (ii) redirect and pay (or cause to redirect and pay) such percentage to an account designated by Payee ("Payee Account") until Payee sends written notice to Processor Partner that the Merchant has satisfied its obligations under the WRP MOU.

2. Acknowledgment. Merchant acknowledges that nothing in this Split-Funding Agreement shall relieve Merchant of its obligations or deprive Processor Partner of its rights under the Merchant Agreement.

3. Indemnification. Merchant will indemnify and hold harmless each of Processor Partner, Processor, and sponsoring bank and their respective agents, employees, representatives and their respective successors and assigns harmless from all liabilities, claims, demands, actions or judgments, including but not limited to attorneys' fees, arising out of or resulting from the acts or omissions of the Merchant, its employees, officers, or agents in connection with this Split-Funding Agreement. Each of Merchant and Payee will indemnify, defend and hold Processor Partner from and against all liabilities, losses, claims, damages and disputes suffered or incurred as a result of any actions in reliance on the terms of this Split-Funding Agreement or otherwise in connection with the Agreement.

4. Term and Termination. This Agreement shall commence on the Effective Date and shall continue in force until Payee sends written notice to Processor Partner, that the Merchant has satisfied its obligations under the WRP MOU.

5. General. If any provision of this Agreement is declared invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired, and the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that reflects the original intent of the parties as nearly as possible in accordance with applicable law. This Agreement together with the Merchant Processing Agreement contains the full and complete understanding of Payee and Merchant regarding the matters described in this Split-Funding Agreement and supersedes all prior agreements and understandings between the parties with respect to the entire subject matter. This Split-Funding Agreement shall be governed by Texas law. The sole and exclusive venue for hearing disputes under this Agreement shall be the state or federal courts of Orange County, Texas. This Split-Funding Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, and to the benefit of Payee.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above:

Payee:	Vigilant Solutions Inc.	Merchant:	<u>City of Orange</u>
By:	Joseph L Harzewski III	By:	<u>City Manager</u>
Title:	Vice President	Name:	<u>Shawn Martin</u>
Signature:	_____	Signature:	<u>Shawn Martin</u>
E-Mail for Notices:	joe.harzewski@vigilantsolutions.com	E-Mail for Notices:	<u>mzeib@orange.tx.org</u> <u>lmartin@orangepd.com</u>

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH VIGILANT SOLUTIONS
INC. FOR A LICENSE PLATE READER - WARRANT REDEMPTION
PROGRAM.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS:

That the City Manager is hereby authorized to execute a Memorandum of Understanding with Vigilant Solutions Inc. for a license plate reader - Warrant Redemption Program. This Memorandum of Understanding, as well as the final agreement, are for the service, equipment, service contract, and other goods and services.

PASSED, APPROVED and ADOPTED on this the 13th day of January 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

MOTION

Motion accepting the Economic Development Corporation audit as presented by Charles E. Reed & Associates, P.C. for the fiscal year ending September 30, 2014.

Jimmy Sims, Mayor

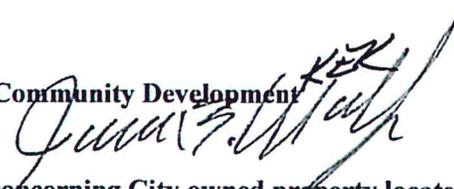
ATTEST:

Rhonda Haskins, City Secretary

January 13, 2015

City of Orange
City Council Agenda Memo

To: Dr. Shawn Oubre, City Manager

From: Kelvin Knauf, Director of Planning and Community Development
Jim Wolf, Director of Public Works 

Subject: Consider and take any necessary action concerning City owned property located at 6213 Hazelwood Drive (Lot 97, Cypress Bayou Estates, formerly Aqua Texas Water Plant) to be surplus property

Date: December 9, 2014

Background

The City has received an inquiry to sell the property located at 6213 Hazelwood Drive previously owned by Aqua Utilities. The legal description for this property is Cypress Bayou Estates, Phase One Subdivision located in the Ben Johnson Survey, Abstract No. 119, Orange County, Texas, in Volume 9, Pages 20 and 21 of the Map of Records of Orange County, Texas and more particularly Lot 97.

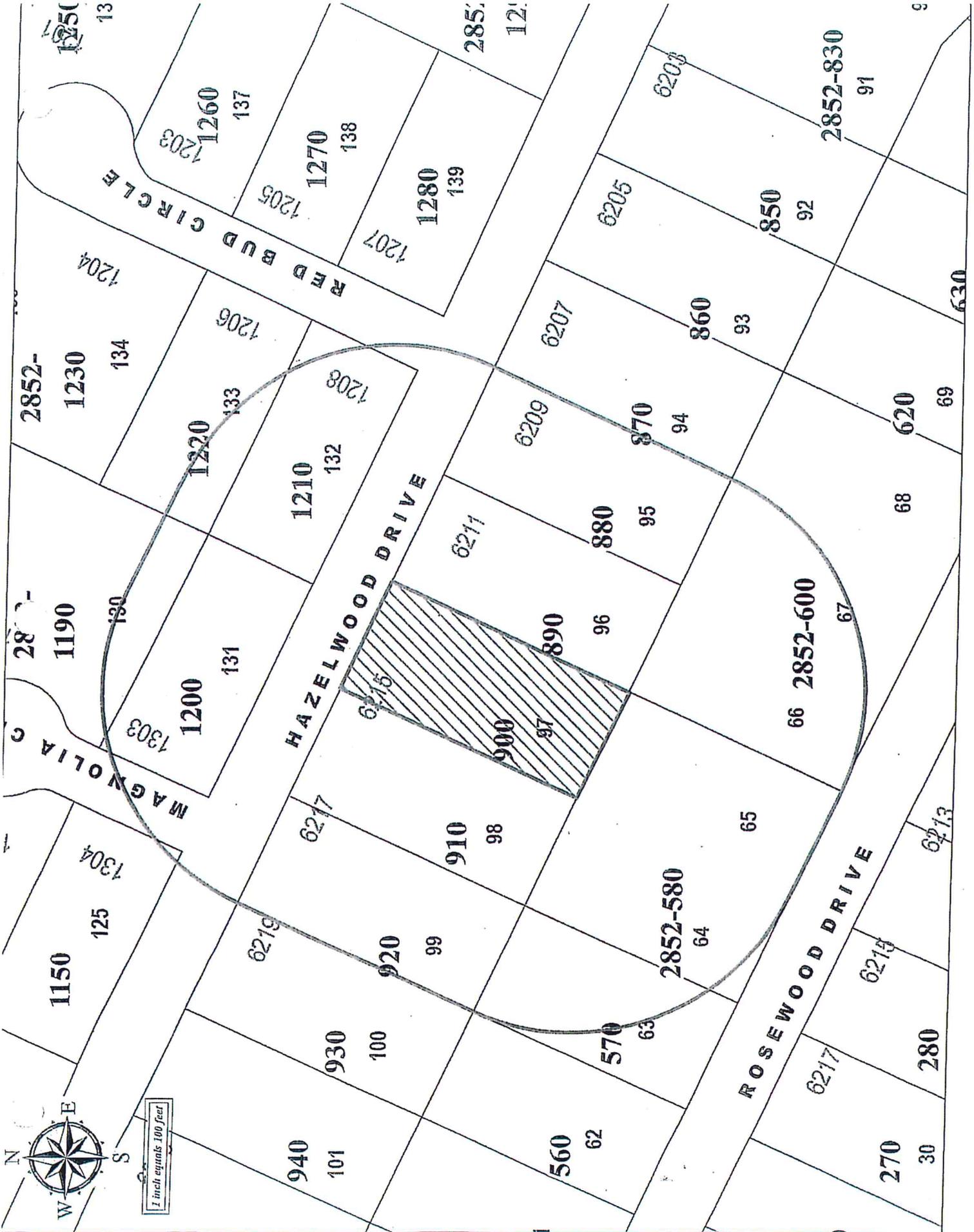
This property is located in an "R-1" residential area. The surrounding property owners have been notified via mail or hand delivery. This property is currently owned and maintained by the City. Finding a buyer for the property will place the property back on the tax rolls and release the City from future maintenance.

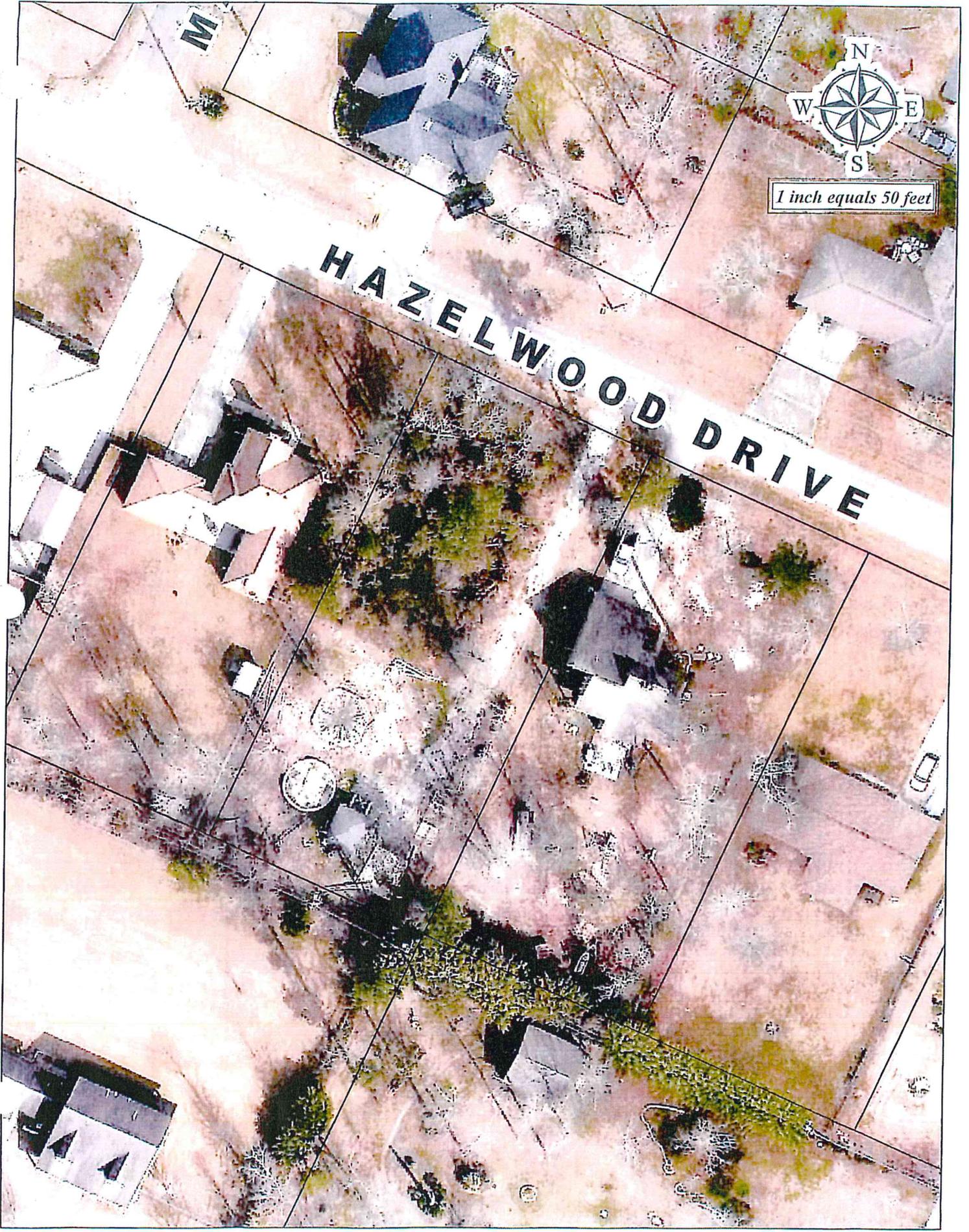
The Orange City Charter **Section 8.04 Legal Effect of Comprehensive Plan** states "...the sale of any public building or real property shall be submitted to and considered by the Planning and Zoning Commission." At their meeting on December 2, 2014 the Planning and Zoning Commission conducted a public hearing and discussed the property. The P&Z voted 4-0 to recommend that the property be declared surplus property. They also recommended that the City investigate whether or not we own any mineral rights in the property and if so, retain the mineral rights. If the City Council approves declaring the property to be surplus property, the City will reserve any mineral rights in the property when the deed of sale is drafted.

A five foot (5') utility easement currently exists on the side of the property which is adjacent to Lot 96. The Public Works Director recommends expanding this easement to a twenty foot (20') utility easement upon the sale of the property.

Recommendation

We concur with the recommendation of the Planning and Zoning Commission to declare the property as surplus property and authorize the sale of the property. We also recommend that the existing utility easement adjacent to Lot 96 be expanded to twenty-feet (20') instead of the current five feet (5').





Legal Description:
Utility Easement

A fifteen foot wide utility easement for the purpose of water lines to be maintained by the City of Orange, Texas, situated in the Cypress Bayou Estates, Phase One Subdivision which is situated in the Ben Johnson Survey, Abstract No. 119, Orange County, Texas, in Volume 9, Page 20 and 21 of the Map Records of Orange County, Texas and more particularly described as follows:

Commencing at the northwest corner of Lot 97, and the same point being located along the south right-of-way line of Hazelwood Drive;

Thence south $61^{\circ} 54' 00''$ east a distance of 80.00 feet along the north line of lot 97 to the Point of Beginning;

Thence south $61^{\circ} 54' 00''$ east a distance of 15.00 feet to a point for corner along the south right-of-way line of Hazelwood Drive;

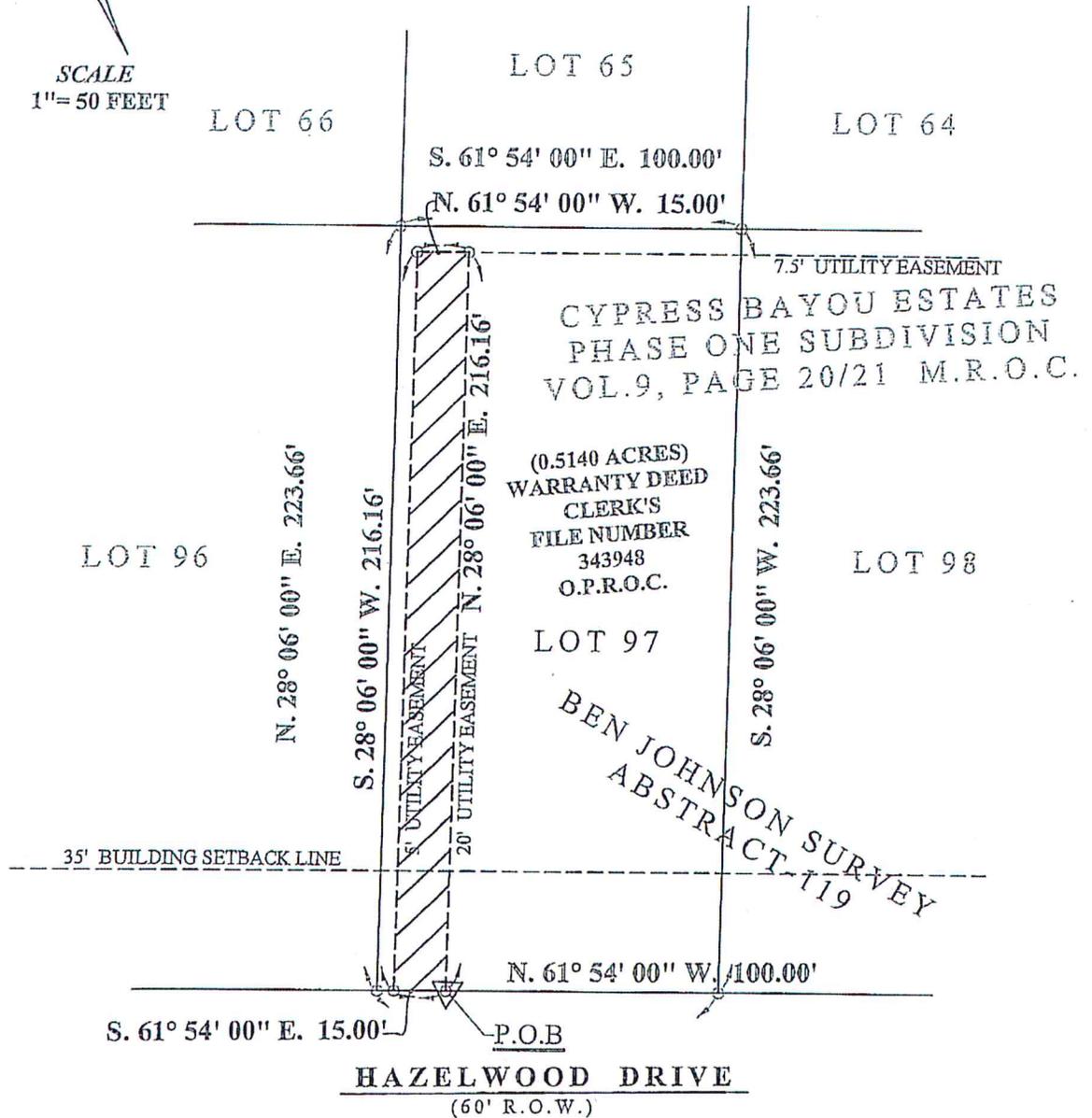
Thence south $28^{\circ} 06' 00''$ west a distance of 216.16 feet to a point of intersection with the 7.50 feet wide utility easement line which parallels the south lot line of lot 97;

Thence north $61^{\circ} 54' 00''$ west a distance of 15.00 feet to a point for corner along the 7.50 feet wide utility easement line;

Thence north $28^{\circ} 06' 00''$ east a distance of 216.16 feet to the Point of Beginning, and having an area of 3,242.40 square feet or 0.0744 acres of land, more or less.

NORTH

SCALE
1"= 50 FEET



LOT 65

LOT 66

LOT 64

S. 61° 54' 00" E. 100.00'

N. 61° 54' 00" W. 15.00'

7.5' UTILITY EASEMENT

CYPRESS BAYOU ESTATES
PHASE ONE SUBDIVISION
VOL. 9, PAGE 20/21 M.R.O.C.

(0.5140 ACRES)
WARRANTY DEED
CLERK'S
FILE NUMBER
343948
O.P.R.O.C.

LOT 96

N. 28° 06' 00" E. 223.66'

S. 28° 06' 00" W. 216.16'

LOT 97

LOT 98

S. 28° 06' 00" W. 223.66'

35' BUILDING SETBACK LINE

7' UTILITY EASEMENT

20' UTILITY EASEMENT

BEN JOHNSON SURVEY
ABSTRACT 119

N. 61° 54' 00" W. 100.00'

S. 61° 54' 00" E. 15.00'

P.O.B

HAZELWOOD DRIVE

(60' R.O.W.)

JAMES B. WOLF

R.P.L.S. #5024

EXHIBIT SHOWING
A 15 FEET WIDE UTILITY EASEMENT
OUT OF 0.5140 ACRES OF LAND
BEN JOHNSON SURVEY, ABSTRACT 119
ORANGE COUNTY, TEXAS

MOTION

Motion declaring Lot 97, Cypress Bayou Estates (formerly Aqua Texas Water Plant), known as 6213 Hazelwood Drive as surplus property and authorizing its sale by the acceptance of sealed bids. In addition, it will be investigated whether or not the City owns any mineral rights for the property described above and if so, the City will reserve any mineral rights for the property when the deed of sale is drafted.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

January 13, 2015

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

December 23, 2014

To: Shawn Oubre, City Manager
Gail English, Finance Director

From: Jim Wolf, Director of Public Works

Re: WS Bond Reserve Use FY 2015

In 1994 the City issued Combined Tax and Revenue Bonds under the Texas State Revolving Fund (SRF) Program to finance the rehabilitation of the Jackson Street Wastewater Treatment Plant. One of the requirements of the SRF Bonds was to keep one year of interest and sinking payments in an Interest & Sinking Reserve bank account. Since that time the City has maintained the one year reserve.

The City currently has \$1,461,272 in the Interest and Sinking Reserve bank account for the refunding bonds. Since there is no longer a one year reserve requirement we can use a portion of this amount to make the bond payments in FY 2015 and FY 2016. This will reduce the amount that the City will need to fund for bonds payment in both of the fiscal years. This will also give the Water and Sewer fund additional funds that could be used for capital requirements that are needed.

Staff is recommending that \$730,000 be used for Capital Expenditures, Engineering and Design, and Operating Reserves. See the attached summary sheet for the breakdown of cost.

If you agree please place on the next Council's agenda.

WS Bond Reserve Use FY 2015

	<u>Capital Expenditures in FY 2015</u>	<u>Engineering and Design Proposed Bond Issue(s)</u>	<u>Designate as Operating Reserves</u>
New Contract 1C/Grit Removal at JWWTP	\$250,000		
Radio Read Meter Installation Contract/Change Order #2	\$35,000		
Phase II WWTP Improvements - Engineering & Design (City will be able to reimburse itself from proposed Bond proceeds)		\$150,000	
Phase II Water System Improvements - Engineering & Design (City will be able to reimburse itself from proposed Bond proceeds)		\$100,000	
Water & Sewer Operating Reserve			\$195,000
Totals	<u>\$285,000</u>	<u>\$250,000</u>	<u>\$195,000</u>

MOTION

Motion authorizing the Director of Public Works to proceed with the recommendation that \$730,000.00 be used for capital expenditures, engineering and design, and operating reserves out of the Interest and Sinking Reserve bank account (Water/Sewer Bond Reserve Use FY 2015).

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

January 13, 2015

MEMORANDUM

To: Jim Wolf, Public Works Director

From: James Lawrence, Public Works Manager

Date: December 23, 2014

Subject: *Auctioning of Unit 0672AX; Vin # 1FTRF1761WKB36530*

I am asking for your approval to auction off unit number 0672AX on Rene Bates. This unit is a 1998 Ford F-150 truck with 167,555 miles. It has been replaced and is no longer needed.

Thank you

James Lawrence

MOTION

Motion declaring equipment (1998 Ford F-150 Truck, Unit Number 0672AX, VIN# 1FTRF176WKB36530) as surplus and authorizing disposal by auction through René Bates Auctioneers, Inc.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

January 13, 2015