

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

**February 24, 2015
5:30 P.M.**

- | | | |
|---|----|-------------------------|
| 1. CALL TO ORDER | | Mayor |
| 2. INVOCATION and PLEDGE OF ALLEGIANCE | | Council Member Ferguson |
| 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) February 5, 2015 Special Call City Council Meeting | 4 | Mayor/Council |
| b) February 10, 2015 City Council Meeting | 6 | 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. PRESENTATION | | |
| a) Presentation by Little Cypress-Mauriceville High School students/staff regarding the designation of their school as a Texas-Science, Technology, Engineering and Math (STEM) Academy by the Texas Education Agency. | 12 | Staff: Trahan |

7. ORDINANCES

a) Final 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 Lots 1, 2, and 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4, Bunn Addition, more commonly known as 1211 10th Street, 1311 10th Street, 1401 10th Street, 1405 10th Street, and 1106 Hart Avenue from "R-2" Medium Density Residential Zoning District to "C-S" Special 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. First Reading February 10, 2015.

17 Staff: Knauf

8. RESOLUTIONS

a) Consider a resolution authorizing the City Manager to enter into an agreement with Schaumburg & Polk, Inc. in the amount of \$119,500.00 for professional engineering services for the Wastewater Treatment Plant Improvements Phase 2 - Preliminary and Design Phase.

22 Staff: Wolf

b) Consider a resolution authorizing the City Manager to enter into an agreement with Schaumburg & Polk, Inc. in the amount of \$70,000.00 for professional engineering services for the Water System Improvements - Link Street and Meeks Road Water Plants - Preliminary and Design Phase.

33 Staff: Wolf

c) Consider a resolution accepting the bid submitted by Bobby D. Click in the amount of \$2,003.00 for the purchase of property located in 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. (Formerly Aqua Texas Water Plant located at 6213 Hazelwood Drive, Orange, Texas).

44 Staff: Wolf

d) Consider a resolution authorizing the City Manager to execute Change Order No. 2 with MK Constructors for the radio-read meter change-out project for FY 2015.

47 Staff: Wolf

e) Consider a resolution authorizing the City Manager to enter into an agreement with SpawGlass in the amount of \$61,337.00 for the architectural and HVAC repairs of the Central Fire Station (Sleeping Quarters) Project.

56 Staff: Wolf

9. DISCUSSION/ACTION

a) Consider a motion approving the Orange Economic Development Corporation's motion of intent to enter into an agreement with Outdoor Hospitality LLC for the expenditure of funds for demolition and infrastructure improvements at 2214 Lutcher Drive, Orange, Texas in an amount not to exceed \$250,000.00 for the purpose of economic development.

59 Staff: Trahan

b) Consider a motion declaring equipment (1995 Slide-in unit for Animal Control truck, Asset #95139) as surplus and authorizing disposal by auction through René Bates Auctioneers or by sealed bids to the City.

64 Staff: Frenzel

10. REPORTS

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

11. ADJOURNMENT

STATE OF TEXAS }

COUNTY OF ORANGE }

February 5, 2015

BE IT REMEMBERED THAT a Special Call Meeting of the City Council of the City of Orange, Orange County, Texas, was held in the Library Auditorium on Thursday, February 5, 2015.

COUNCIL MEMBERS PRESENT:

Jimmy Sims	Mayor
Theresa Beauchamp	Mayor Pro Tem (arrived 5:45 P.M.)
Essie Bellfield	Council Member
Mary McKenna	Council Member
Bill Mello	Council Member
Larry Spears Jr.	Council Member

COUNCIL MEMBERS ABSENT: Tommy Ferguson Council Member

STAFF MEMBERS PRESENT:

Dr. Shawn Oubre	City Manager
Jay Trahan	Assistant City Manager, Director of Economic Development
Rhonda Haskins	City Secretary
Patricia Anderson	Deputy City Secretary
Jim Wolf	Director of Public Works
Kelvin Knauf	Director of Planning and C o m m u n i t y Development
Gail English	Director of Finance
Brenna Manasco	Library Director
James Lawrence	Public Service Manager

STAFF MEMBERS ABSENT: Lane Martin Chief of Police
David Frenzel Fire Chief

Mayor Sims called the meeting to order at 5:30 P.M.

WORKSHOP

DISCUSS PROPOSED PARK IMPROVEMENTS IN THE CITY OF ORANGE.

Dr. Oubre introduced Mr. Lawrence. He advised the Parks Department maintains all City of Orange property.

Dr. Oubre advised that staff has been working on ideas on park improvements to present to Council. There have been different requests generated in the community and staff is bringing these ideas to Council for discussion.

Dr. Oubre advised the conversion of the tennis courts located at Solomon Johnson into basketball courts is a small project and can be done using annually budgeted funds.

Council received an Interoffice Memorandum regarding Park Improvements. Dr. Oubre briefed Council on the following park improvements: Splash Park, 5K Walking, Running Cycling Track, Master Planned Athletic Complex (soccer fields, baseball complex, football leagues, disabled baseball fields), Skate Park, Frisbee Golf Course, Boat Ramp Pavilion, Completion of the Downtown Pavilion. A copy of this Memorandum is included in and being made a part of these minutes.

Dr. Oubre advised Council that staff needs direction on which park improvements they would like to see completed. After discussion, it was the consensus of Council to have staff bring back cost estimates on the small Splash Parks at the Downtown Riverfront Pavilion and Navy Park, Skate Park at Sunset Park and began clearing the right-of-way for the 5K Walking, Running, Cycling Track. He advised that he has received information regarding a Texas Department of Transportation Off Road Grant and staff will be looking into the feasibility of applying for this grant to see if grant funds can be used for these projects.

ADJOURNMENT

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

The meeting adjourned at 6:13 P.M.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

STATE OF TEXAS }
COUNTY OF ORANGE }

February 10, 2015

BE IT REMEMBERED THAT a Regular Meeting of the City Council of the City of Orange, Orange County, Texas, was held in the Library Auditorium on Tuesday, February 10, 2015.

COUNCIL MEMBERS PRESENT:

Jimmy Sims	Mayor
Theresa Beauchamp	Mayor Pro Tem
Tommy Ferguson	Council Member
Essie Bellfield	Council Member
Mary McKenna	Council Member
Bill Mello	Council Member
Larry Spears Jr.	Council Member

COUNCIL MEMBERS ABSENT: None

STAFF MEMBERS PRESENT:

Dr. Shawn Oubre	City Manager
Jay Trahan	Assistant City Manager, Director of Economic Development
Rhonda Haskins	City Secretary
Patricia Anderson	Deputy City Secretary
Lane Martin	Chief of Police
David Frenzel	Fire Chief
Kelvin Knauf	Director of Planning and C o m m u n i t y Development
Gail English	Director of Finance
Brenna Manasco	Library Director
Sandy Wilson	Grants Planner
Sparky Robinson	Police Major
Mike Zeto	CIS Manager
Kelly Griffin	Police Evidence and ID Tech
John Cash Smith	City Attorney (left 10:15 A.M.)
Chris Smith	City Attorney (arrived 9:29 A.M.)

STAFF MEMBERS ABSENT: Jim Wolf Director of Public Works

Mayor Sims called the meeting to order at 9:17 A.M.

Mayor Pro Tem Beauchamp 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.

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

APPROVAL OF MINUTES

Council Member Spears moved to approve the minutes of the January 27, 2015 Regular Meeting of the City Council. Second to the motion was made by Council Member Ferguson which carried unanimously.

CITIZEN COMMENTS

There were no citizen comments.

Item 9d was moved to this position on the agenda.

DISCUSSION AND POSSIBLE ACTION REGARDING THE WAIVING OF SOME BUILDING PERMIT FEES ASSOCIATED WITH THE BOND CONSTRUCTION AT LITTLE CYPRESS-MAURICEVILLE JUNIOR HIGH AND LITTLE CYPRESS-MAURICEVILLE ELEMENTARY/LITTLE CYPRESS-INTERMEDIATE.

Dr. Oubre advised staff received a letter from Little Cypress - Mauriceville CISD regarding reducing building permit fees associated with the bond construction at Little Cypress-Mauriceville Junior High and Little Cypress-Mauriceville Elementary/Little Cypress-Intermediate. The fees for LCMJH are \$46,234.00 and \$2,000.00 for LCME/LCI. He advised this is the first request like this that the City has received and it may have others.

Dr. Hargrove advised any consideration would be appreciated and would make a big difference in the project.

Chris Smith arrived at the meeting.

Council Member Ferguson advised children are the most important thing. He feels the City can handle this and would like to see all fees waived.

Council Member Spears feels the City should help clean up the school.

Mayor Pro Tem Beauchamp advised this has been needed for a while.

Mayor Pro Tem Beauchamp moved to waive all building permit fees. Second to the motion was made by Council Member Mello which carried unanimously.

PUBLIC HEARING

CONDUCT A PUBLIC HEARING CONCERNING A REQUEST BY THE CITY OF ORANGE TO REZONE FROM "R-2" MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO "C-S" SPECIAL COMMERCIAL ZONING DISTRICT; LOTS 1, 2, AND 3, BLOCK 1, BUNN ADDITION, BLOCK 2, BUNN ADDITION, AND LOT 10A, BLOCK 4, BUNN ADDITION, MORE COMMONLY KNOWN AS 1211 10TH STREET, 1311 10TH STREET, 1401 10TH STREET, 1405 10TH STREET AND 1106 HART AVENUE.

The public hearing began at 9:30 A.M.

There were no citizen comments.

The public hearing ended at 9:34 A.M.

ORDINANCES

FIRST READING:

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 LOTS 1, 2, AND 3, BLOCK 1, BUNN ADDITION, BLOCK 2, BUNN ADDITION, AND LOT 10A, BLOCK 4 BUNN ADDITION, MORE COMMONLY KNOWN AS 1211 10TH STREET, 1311 10TH STREET, 1401 10TH STREET, 1405 10TH STREET, AND 1106 HART AVENUE FROM "R-2" MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO "C-S" SPECIAL 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.

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

RESOLUTIONS

RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-11.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT,

INDEMNITY AND RELEASE WITH THE NELDA C. AND H. J. LUTCHER STARK FOUNDATION FOR THE USE OF STARK PARK FOR THE 13TH ANNUAL ART IN THE PARK, MARCH 21, 2015.

Council Member Bellfield 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 2015-12.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT, INDEMNITY AND RELEASE WITH THE NELDA C. AND H. J. LUTCHER STARK FOUNDATION FOR THE USE OF THE CITY OF ORANGE BOAT RAMP FOR THE SHANGRI LA COMMUNITY TRASH OFF, FEBRUARY 28, 2015.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-13.

RESOLUTION AUTHORIZING REVISION 12 REALLOCATING FUNDS FROM PLANNING AND PROJECT DELIVERY TO ENGINEERING SERVICES, HURRICANE IKE DISASTER RECOVERY GRANT DRS 210131, GLO CONTRACT NO. 12-206-00-5506.

Council Member Mello 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 2015-14.

RESOLUTION AWARDING THE BID FOR THE DEMOLITION OF SUBSTANDARD RESIDENTIAL STRUCTURES TO LARK GROUP, INC. IN THE AMOUNT OF \$31,900.00.

Council Member Mello 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 2015-15.

DISCUSSION/ACTION

MOTION ACKNOWLEDGING THE REVIEW AND ADOPTION OF THE CITY OF ORANGE IDENTITY THEFT PREVENTION PROGRAM.

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

MOTION DECLARING EQUIPMENT (1996 DUMP TRUCK, UNIT 0102FW) AS SURPLUS AND AUTHORIZING DISPOSAL BY AUCTION THROUGH RENÉ BATES AUCTIONEERS, INC.

Council Member Bellfield moved to approve the motion. Second to the motion was made by Mayor

Pro Tem Beauchamp which carried unanimously.

MOTION AUTHORIZING THE ORANGE COUNTY MOSQUITO CONTROL DISTRICT TO FLY LOW ALTITUDES AS REQUIRED FOR THE APPLICATION OF INSECTICIDES FOR THE ABATEMENT OF MOSQUITOES WITHIN THE LIMITS OF THE CITY OF ORANGE.

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

CITY MANAGER REPORT

No report was given.

CITY COUNCIL REPORT

Mayor Pro Tem Beauchamp encouraged citizens to participate in the Shangri La Community Trash-Off. She advised the Silver Hair Legislature is searching for someone to be the representative for Orange. She wished everyone a Happy Valentine's Day.

Council Member Ferguson thanked Council and the City for waiving the building fees for LCM-CISD.

Council Member Bellfield praised the Library. She advised a citizen contacted her regarding giving the City some property on Burton Avenue.

Council Member McKenna advised The Great Gatsby will be performed at the Lutchter Theater in the Spring. She encouraged citizens to participate in the Great Read-Off for The Great Gatsby. She advised the Mardi Gras Parade was a great success. She thanked everyone that was involved in putting it together and felt it was great use of the pavilion.

Council Member Mello advised he has noticed a big improvement with the debris in Orange. The scheduled monthly debris pick up seems to be working. He is excited about the BASS Masters Elite returning to Orange.

Council Member Spears advised staff did a great job on the Super Bowl Party and the Mardi Gras Parade was a lot of fun. He is glad the City is able to help LCM-CISD.

Mayor Sims thanked Mr. Trahan and staff for a great job on the Mardi Gras Parade and the concert.

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 the USOR SITE PRP GROUP vs. City

of Orange.

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

Mr. John Cash Smith left the meeting.

RECONVENE IN OPEN SESSION

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

TAKE ACTION AS NECESSARY REGARDING ITEM 11 a (1) ABOVE.

MOTION AUTHORIZING THE CITY ATTORNEY TO EXECUTE ALL NECESSARY DOCUMENTS TO SETTLE THE USOR SITE PRP GROUP VS. CITY OF ORANGE SUIT FOR \$2,000.00 AND OBTAIN ALL RELEASES.

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

The meeting adjourned at 10:24 A.M.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: February 13, 2015

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, EDC Director

RE: LITTLE CYPRESS - MAURICEVILLE HIGH SCHOOL T-STEM ACADEMY

Little Cypress-Mauriceville High School (LCM) has been designated a Texas - Science, Technology, Engineering, and Math (T-STEM) Academy by the Texas Education Agency, and there are only 90 T-STEM Schools in the state of Texas. LCM has formed partnerships with The University of Texas at Tyler, Lamar State College-Orange, The University of Texas Medical Branch at Galveston, and Texas A&M University.

National Engineering Week is scheduled the week of February 23, 2015. As part of that celebration, LCM students would like to address the City Council to share information about the LCM STEM Academy and the new opportunities that this designation provides for the LCM campus and the community.

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



Little Cypress-Mauriceville High School

Dr. Terri Estes
Principal

Dear Orange City Council,

Little Cypress-Mauriceville High School has been designated a Texas –Science, Technology, Engineering, and Math (T-STEM) Academy by the Texas Education Agency. The Texas Science, Technology, Engineering and Mathematics (T-STEM) Initiative works to empower teachers, inspire students, and advance studies in these four fields. Texas Education Agency designated STEM Academies serve as demonstration schools and learning labs, which develop innovative methods to improve science and math instruction. There were only sixteen schools designated as Texas STEM Academies for the 2014-2015 school year. There are only 90 T-STEM Schools across the entire state of Texas. We are very proud to be a part of this elite group of innovative schools.

Our students will be joining other schools and organizations in celebration of National Engineering Week during the week of February 23, 2015. As part of that celebration, our students would like to address the Orange City Council to tell them about the LCM STEM Academy and the new opportunities that this designation provides for our campus and our community.

At LCM High School, our goal is to provide our students with a strong educational foundation along with the skills and tools that they need to begin pursuing their dreams for the future. We know that in order to be successful in a technological society such as ours, our students will need to be collaborative and creative. Industry tells us that our students need to be able to think critically and communicate clearly with their peers and co-workers. In order for our students to gain these skills, we are designing curriculum where learning is active and based on real world applications. We are forming partnerships with institutions of higher learning, business and industry, and local community members to provide our students with practical learning opportunities to enrich their educational experience. We are expanding our course offerings to include courses that embrace technology and prepare students for careers in the STEM fields. We are working with professionals in the T-STEM network to ensure that we provide our students with a quality education that will prepare them to handle the opportunities and challenges that will soon come their way.

Little Cypress-Mauriceville High School wants all of our graduates to be college ready, career ready, and life ready.

Little Cypress-Mauriceville High School has formed partnerships with the following institutes of higher education to provide new opportunities for our students.

The University of Texas at Tyler:

The LCM STEM Academy was founded through a partnership with the Ingenuity Center at The University of Texas at Tyler. The Ingenuity Center supports STEM education across east Texas and works to provide professional development, student resources, and inspiration for students. UT Tyler has sent their STEM mobile lab to our student orientation, has provided a curriculum coach to help us develop our STEM Academy, provided grants for our teachers to attend professional development, provided materials for our robotics and engineering classes, and they are working with us to expand our dual enrollment course selection.

Lamar State College-Orange:

Little Cypress-Mauriceville High School and Lamar State College-Orange have a long history of partnering to provide dual enrolled course work and unique learning opportunities for our students. We currently have students that are receiving college credit through LSCO in multiple courses and programs. Many of our students have been able to earn their Certified Nursing Assistant Certification through this partnership. We have recently worked with LSCO to expand the number of courses offered to our students in their Plant Processing program. During the 2015-2016 school year, LCM High School students will be able to enroll in LSCO Plant Processing courses during their junior and senior years in high school. This doubles the coursework that was previously available to them.

The University of Texas Medical Branch at Galveston:

The Texas Education Agency supports seven Texas Science, Technology, Engineering, and Mathematics (T-STEM) Centers statewide tasked with supporting T-STEM Academies and all Texas schools. All of the Centers offer a core of content-based professional development with a STEM emphasis in addition to providing coaching and leadership development. Little Cypress-Mauriceville High School is supported by the T-STEM Center at UTMB at Galveston. They help us by sending a STEM Coach, Valerie Clem Blackburn, to meet with our engineering teachers and our robotics teams monthly to provide support and expertise as we develop curriculum and build those programs.

Texas A&M University:

LCM High School STEM Academy has formed a partnership with Texas A&M University to offer a veterinary science program. Students who participate in this course of study will be eligible to take the state licensing exam enabling them to work in the field of veterinary science. LCMHS has formed new relationships with veterinarians in our community to provide learning opportunities and internship possibilities so that our students can pursue careers in the field of veterinary medicine.

Little Cypress-Mauriceville High School has formed partnerships with the following businesses and corporations to provide the latest technological environment in which our students can work and learn.

Microsoft Innovative School

LCM High School has been named a Microsoft Innovative School and IT Academy. Our district recently implemented Microsoft Office 365. As a district, we are working in an environment which allows students and teachers to work collaboratively to create, share, and store documents in a cloud-based platform. Students have access to emails, documents, contacts, classroom sites, and calendars from anywhere there is Internet access on a wide variety of devices. Being named a Microsoft Innovative School and IT Academy has enabled our students to participate in coursework that will provide them with the technology skills needed to be successful in their education and careers. The Microsoft IT Academy will allow our students to receive certifications such as the Microsoft Office Specialist and Microsoft Technology Associate.

Other Technology Driven Partnerships:

LCMCISD and LCM High School have developed partnerships with several companies to enhance our ability to work and collaborate in a technology rich environment. LCMCISD and LCM High School currently have partnerships and are finalizing case studies with the following companies: Cisco Systems, Microsoft, Cloudbearing, and Dell. NetApp has also offered LCM High School students access to NetApp University course material in order to provide the opportunity to enhance their knowledge of enterprise storage solutions. These partnerships, and the technology rich environment that they provide, will allow our students to have access to their work from any computer, create a platform for collaboration, provide every student with a secure email address, and give our students the opportunity to create digital portfolios of their work. By forming relationships with leaders in the technology industry, we are providing our students with the opportunity to increase their knowledge, skills, and educational experiences in the area of science, technology, engineering, and math.

In addition to these partnerships and innovative programs, our teachers are working with students to prepare them to be successful in the workforce. Presentation skills, professional dress, and work appropriate communication skills are being directly taught and reinforced in the classroom. Teachers in all subject areas are incorporating project based learning, a teaching method in which students gain knowledge and skills by working for an extended period of time to investigate and respond to a complex question, problem, or challenge.

Little Cypress-Mauriceville is excited about our Texas- STEM Academy designation. We believe that these new programs and partnerships will benefit our students, teachers, and our community.

Sincerely,

A handwritten signature in red ink that reads "Terri Estes". The signature is written in a cursive style with a large initial "T".

Dr. Terri Estes

Principal

Little Cypress-Mauriceville High School

MEMORANDUM

To: Dr. Shawn Oubre Ph.D., City Manager

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

Subject: 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 Lots 1, 2, and 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4, Bunn Addition, more commonly known as 1211 10th Street, 1311 10th Street, 1401 10th Street, 1405 10th Street and 1106 Hart Avenue from “R-2” Medium Density Residential Zoning District to “C-S” Special 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.

Date: February 10, 2015

Background

On February 10, 2015 the City Council adopted an ordinance on first reading to re-zone from “R-2” Medium Residential Zoning District to “C-2” Special Commercial Zoning District the properties located at 1211 10th Street, 1311 10th Street, 1401 10th Street, 1405 10th Street and 1106 Hart Avenue.

Recommendation

I recommend that the City Council adopt an ordinance on second and final reading to rezone from “R-2” Medium Density Residential Zoning District to “C-S” Special Commercial Zoning District Lots 1, 2, and 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4, Bunn Addition, more commonly known as 1211 10th Street, 1311 10th Street, 1401 10th Street, 1405 10th Street and 1106 Hart Avenue.

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 LOTS 1, 2, AND 3, BLOCK 1, BUNN ADDITION, BLOCK 2, BUNN ADDITION, AND LOT 10A, BLOCK 4, BUNN ADDITION, MORE COMMONLY KNOWN AS 1211 10TH STREET, 1311 10TH STREET, 1401 10TH STREET, 1405 10TH STREET AND 1106 HART AVENUE FROM "R-2" MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO "C-S" SPECIAL 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 October 7, 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 Lots 1, 2, and 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4 Bunn Addition, more commonly known as 1211 10th Street, 1311 10th Street, 1401 10th Street, 1405 10th Street and 1106 Hart Avenue from "R-2" Medium Density Residential Zoning District to "C-S" Special Commercial Zoning District 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 Lots 1, 2, 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4, Bunn Addition, more commonly known as 1211 10th Street, 1311 10th Street, 1401 10th Street, 1405 10th Street and 1106 Hart Avenue as shown highlighted in Exhibit "A" shall be amended from "R-2" Medium Density Residential Zoning District to "C-S" Special 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. Should the owner of Bunn Addition, Block 4, Lot 10A, more commonly known as 1211 10th Street, not open a restaurant within one year from the final adoption of this ordinance or if the restaurant opens and then closes permanently, then this ordinance shall become null and void and all properties will revert to the "R-2" Medium Density Residential Zoning District.

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.

SECTION IV

THAT, this ordinance shall be effective after the second and final approval and publication as required in the Orange City Charter and state law.

PASSED and APPROVED on the first reading this the 10th day of February, 2015.

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

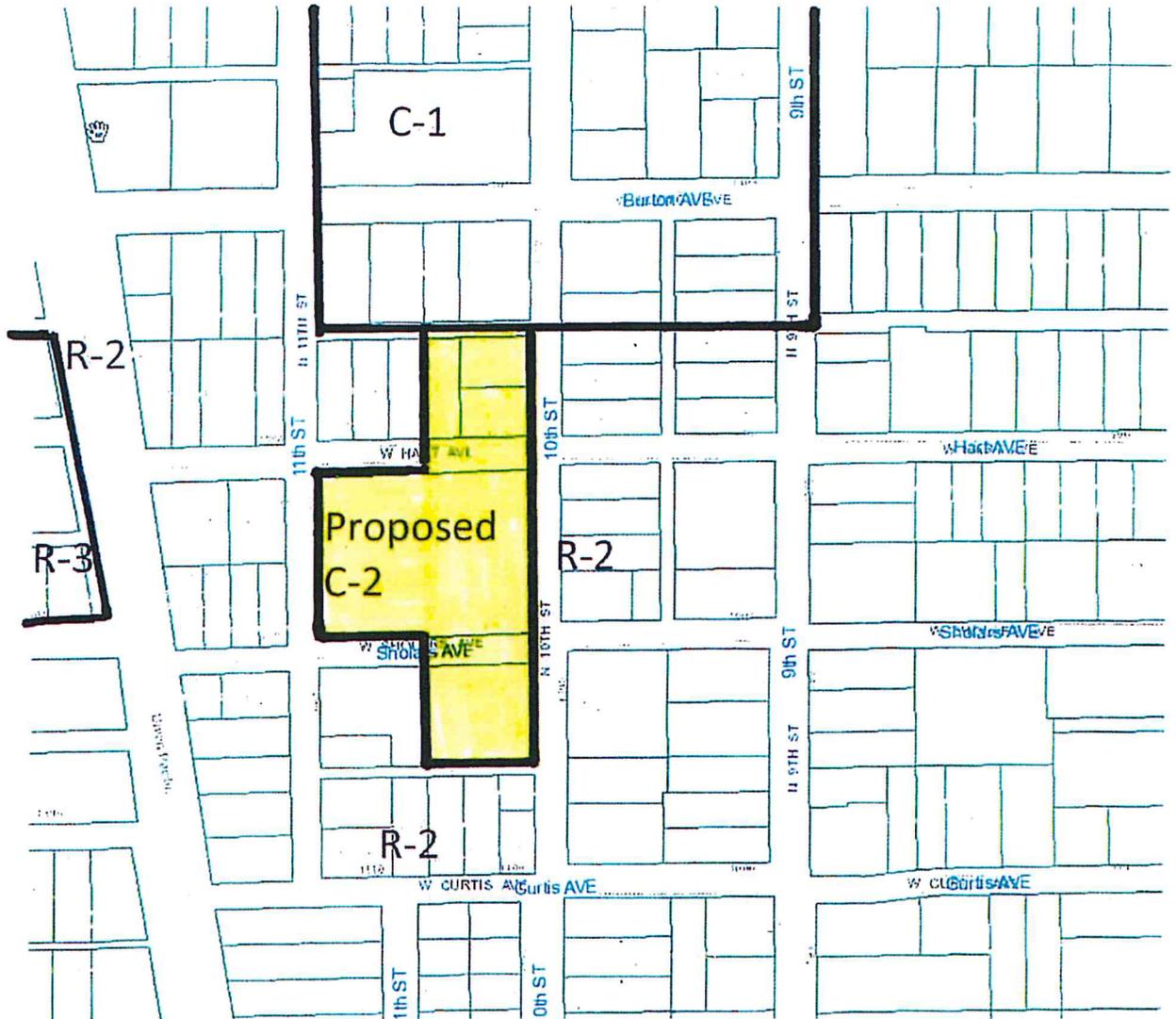
Jimmy Sims, Mayor

ATTEST:

APPROVED AS TO FORM:

Rhonda Haskins, City Secretary

City Attorney



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

February 6, 2015

To: Dr. Shawn Oubre, City Manager

From: James B. Wolf, P.E., Public Works Director 

Re: Professional Engineering Services
WWTP Improvements Phase 2 – Preliminary and Design Phase
Schaumburg & Polk, Inc.

Please find attached the proposal for Engineering and Survey Services on the referenced project. We recommend acceptance of this proposal from Schaumburg & Polk, Inc. in the amount of \$ 119,500 plus reimbursable expenses. Services include design, field survey and geotechnical services. If you agree please place on the next Council's agenda.

December 24, 2014

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
WWTP Improvements Phase 2 & Water Improvements Link Street and Meeks Road
Agreements

Dear Mr. Wolf:

Please find attached partially executed agreements for the following:

- WWTP Improvements Phase 2 – Preliminary and Design Phases (2 copies)
- Water Improvements for Link Street GST Rehab and Meeks Road GST – Preliminary and Design Phases (2 copies)

These agreements are for preliminary and design phases for each project. Preliminary phase work includes necessary field survey and geotechnical services.

Please review, and if you are in agreement execute on behalf of the City and return one (1) signed copy of each agreement for our files.

Sincerely,
Schaumburg & Polk, Inc.



Mark Mann, P.E.
Project Manager

Attachments

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”)
between City of Orange Texas (“Owner”)
and Schaumburg & Polk, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Wastewater Treatment Plant Improvements – Phase II (DESIGN PHASE) (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

Preparation of plans and specifications for construction of the proposed Wastewater Treatment Plant Improvements – Phase II.
(Refer to attached Exhibit A for Detail Scope of Services)

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: Begin work upon notice to proceed. Plans and Contract Documents to be completed to allow for Bidding to occur in July/August 2015 (dependent on Bonds).
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 300 calendar days. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then the amounts due Engineer will be increased at the rate of

1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner

and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer Lump Sum by Phase as follows:

- 1. Preliminary Phase - \$17,000.00
- 2. Design Phase - \$109,500.00

Basic Design Services - \$119,500.00

The Preliminary Phase includes the Field Survey and Geotechnical Investigation. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employee times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Exhibit A, Schedule of Engineer's Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: City Manager

Date Signed: _____

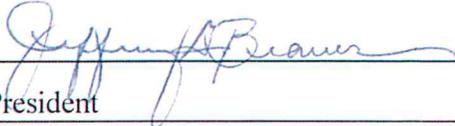
Address for giving notices:

City of Orange

PO Box 520

Orange, Texas 77631

ENGINEER:

By: 

Title: President

Date Signed: 12-24-14

Engineer License or
Firm's Certificate Number: F-520

State of: Texas

Address for giving notices:

Schaumburg & Polk, Inc.

8865 College Street

Beaumont Texas, 77707

This is **EXHIBIT A**, consisting of 1 page(s), referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Schedule of Engineer's Services

Provide Engineering Services for Improvements to the existing Jackson Street Wastewater Treatment Plant. The work will consist of work described below:

Work will involve replacement of the manual bar screen with a mechanical screen unit, rehabilitation of the existing influent structure slide gates including motors and controls, a proposed RAS pump station for Final Clarifiers 3 & 4, rehabilitation of the existing Belt Press and Belt Thickener units, replacement of the existing sludge conveyor for the belt press unit, conversion of two existing sand drying beds to filter media block units, replacement of the existing primary effluent pumps, rehabilitation of the existing fixed top digester, cleaning of the existing Activated Sludge Basin and Sludge Holding Basins, repairs to the existing plastic media trickling filter mechanism and support structure, all piping modifications as required for pump stations and filter beds, electrical modifications and improvements required for proposed equipment, including electrical control modifications for improvements.

Engineer's Services

1. Preliminary Phase:

- Engineer shall obtain and review equipment information for the existing WWTP equipment and plans as provided by the City.
- Engineer will provide topographic survey of the existing site as related to the work necessary. Control shall be established based on the A & G monuments set for the annex area force main.
- Engineer shall convert field data and process into electronic format.
- Engineer shall prepare a revised opinion of probable costs based on equipment data and field data.
- Engineer shall coordinate the services of a Geotechnical Subconsultant to make recommendations for the proposed pump station and yard piping work.

2. Design Phase:

- Engineer shall prepare final plans, contract documents, and specifications for the WWTP Phase 2. Plans will be based on field data and previous plans provided by the City.
- Engineer shall furnish a full set of plans and specifications to the Owner for review and comments. Engineer shall revise the plans and specifications to address any comments received.
- Engineer shall revise the opinion of probable costs based on final plans and specifications.
- Engineer shall prepare the necessary transmittal required for TCEQ approval to allow for construction of the project.

Any request for additional services beyond this agreement may be performed at Engineer's hourly rate sheet, or by supplemental agreement to this contract.

Appendix 1



2014 SCHEDULE OF HOURLY RATES and EXPENSES

ENGINEER IX	\$242.00 /HOUR
ENGINEER VIII	\$200.00 /HOUR
ENGINEER VII	\$173.00 /HOUR
ENGINEER VI	\$152.00 /HOUR
ENGINEER V	\$137.00 /HOUR
ENGINEER IV	\$121.00 /HOUR
ENGINEER III	\$105.00 /HOUR
ENGINEER II	\$95.00 /HOUR
ENGINEER I	\$84.00 /HOUR
DESIGN TECHNICIAN IV	\$105.00 /HOUR
DESIGN TECHNICIAN III	\$89.00 /HOUR
DESIGN TECHNICIAN II	\$74.00 /HOUR
DESIGN TECHNICIAN I	\$53.00 /HOUR
SURVEYOR III	\$95.00 /HOUR
SURVEYOR II	\$74.00 /HOUR
SURVEYOR I	\$53.00 /HOUR
ADMINISTRATIVE ASSISTANT	\$58.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$95.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$84.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$68.00 /HOUR

REIMBURSABLE EXPENSES	
Mileage	IRS Allowable Rate
Travel and Meals	Actual Cost x 1.10
Misc. Reimbursable Expenses	Actual Cost x 1.10
Color Plots	\$3.00 per Square Foot

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Environmental, Mechanical, etc.	up to \$175.00/HOUR
Subconsultants		Actual Cost x 1.10

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

Rates Effective: January 1, 2014 (*adjusted annually*)

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SCHAUMBURG & POLK, INC. IN THE AMOUNT OF \$119,500.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENTS PHASE 2 - PRELIMINARY AND DESIGN PHASE.

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 Schaumburg & Polk, Inc. in the amount of ONE HUNDRED NINETEEN THOUSAND, FIVE HUNDRED (\$119,500.00) AND NO/100 for professional engineering services for the Wastewater Treatment Plant Improvements Phase 2 - Preliminary and Design Phase. Services include design, field survey and geotechnical services.

PASSED, APPROVED and ADOPTED on this the 24th day of February 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

February 6, 2015

To: Dr. Shawn Oubre, City Manager

From: James B. Wolf, P.E., Public Works Director 

Re: Professional Engineering Services
Water System Improvements – Link Street and Meeks Road Water Plants
Preliminary and Design Phase
Schaumburg & Polk, Inc.

Please find attached the proposal for Engineering and Survey Services on the referenced project. We recommend acceptance of this proposal from Schaumburg & Polk, Inc. in the amount of \$ 70,000 plus reimbursable expenses. Services include design, field survey and geotechnical services. If you agree please place on the next Council's agenda.

December 24, 2014

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
WWTP Improvements Phase 2 & Water Improvements Link Street and Meeks Road
Agreements

Dear Mr. Wolf:

Please find attached partially executed agreements for the following:

- WWTP Improvements Phase 2 – Preliminary and Design Phases (2 copies)
- Water Improvements for Link Street GST Rehab and Meeks Road GST – Preliminary and Design Phases (2 copies)

These agreements are for preliminary and design phases for each project. Preliminary phase work includes necessary field survey and geotechnical services.

Please review, and if you are in agreement execute on behalf of the City and return one (1) signed copy of each agreement for our files.

Sincerely,
Schaumburg & Polk, Inc.


Mark Mann, P.E.
Project Manager

Attachments

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Orange Texas (“Owner”) and Schaumburg & Polk, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Water System Improvements – Link Street and Meeks Road Water Plants (DESIGN PHASE) (“Project”).

Engineer's Services under this Agreement are generally identified as follows:

Preparation of plans and specifications for construction of the proposed Ground Storage Tank improvements to the Link St. and Meeks Rd. Water Plants.
(Refer to attached Exhibit A for Detail Scope of Services)

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: *Begin work upon notice to proceed. Plans and Contract Documents to be completed to allow for Bidding to occur in July/August 2015 (dependent on Bonds)*
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 240 calendar days. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of

1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner

and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer Lump Sum by Phase as follows:

1. Preliminary Phase	\$12,400.00
2. Design Phase	\$57,600.00

Basic Design Services	\$70,000.00
------------------------------	--------------------

The Preliminary Phase includes the Field Survey and Geotechnical Investigation. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employee times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Exhibit A, Schedule of Engineer's Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: City Manager

Date Signed: _____

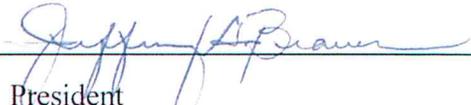
Address for giving notices:

City of Orange

PO Box 520

Orange, Texas 77631

ENGINEER:

By: 

Title: President

Date Signed: 12-24-14

Engineer License or
Firm's Certificate Number: F-520

State of: Texas

Address for giving notices:

Schaumburg & Polk, Inc.

8865 College Street

Beaumont Texas, 77707

This is **EXHIBIT A**, consisting of 1 page(s), referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Schedule of Engineer's Services

Provide Engineering Services for Improvements to the existing Link Street and Meeks Road Water Plants for the City of Orange, Texas. The work will consist of work described below.

Link Street Water Plant – Work will involve rehabilitation of the existing 1.5 MG and 2.0 MG Ground Storage Tanks, existing groundwater well pump replacement, piping modifications as required, replacement of the Motor Control Center, and electrical control modifications for the improvements.

Meeks Road Water Plant – Work will involve installation of a new 500,000 gallon Ground Storage Tank at the existing site, piping modifications for proposed tank, and electrical control modifications for improvements.

Engineer's Services

1. Preliminary Phase:

- Engineer shall obtain and review equipment information for the existing ground storage tanks, well pump, electrical equipment, and yard piping.
- Engineer will provide topographic survey of the existing sites as related to the work necessary at the Link Street and Meeks Road Sites. Control shall be established based on the A & G monuments set for the annex area force main.
- Engineer shall convert the field survey data and process into electronic format.
- Engineer shall prepare a revised opinion of probable costs based on equipment data and field data.
- Engineer shall coordinate the services of a Geotechnical Subconsultant to make recommendations for the proposed Meeks Road GST foundation and site preparation.

2. Design Phase:

- Engineer shall prepare final plans, contract documents, and specifications for the Link Street and Meeks Road Plants. Plans will be based on field data and previous plans provided by the City.
- Engineer shall furnish a full set of plans and specifications to the Owner for review and comments. Engineer shall revise the plans and specifications to address any comments received.
- Engineer shall revise the opinion of probable costs based on final plans and specifications.
- Engineer shall prepare the necessary design reports required for TCEQ approval to allow for construction of the project.

Any request for additional services beyond this agreement may be performed at Engineer's hourly rate sheet, or by supplemental agreement to this contract.

Appendix 1



2014 SCHEDULE OF HOURLY RATES and EXPENSES

ENGINEER IX	\$242.00 /HOUR
ENGINEER VIII	\$200.00 /HOUR
ENGINEER VII	\$173.00 /HOUR
ENGINEER VI	\$152.00 /HOUR
ENGINEER V	\$137.00 /HOUR
ENGINEER IV	\$121.00 /HOUR
ENGINEER III	\$105.00 /HOUR
ENGINEER II	\$95.00 /HOUR
ENGINEER I	\$84.00 /HOUR
DESIGN TECHNICIAN IV	\$105.00 /HOUR
DESIGN TECHNICIAN III	\$89.00 /HOUR
DESIGN TECHNICIAN II	\$74.00 /HOUR
DESIGN TECHNICIAN I	\$53.00 /HOUR
SURVEYOR III	\$95.00 /HOUR
SURVEYOR II	\$74.00 /HOUR
SURVEYOR I	\$53.00 /HOUR
ADMINISTRATIVE ASSISTANT	\$58.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$95.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$84.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$68.00 /HOUR

REIMBURSABLE EXPENSES	
Mileage	IRS Allowable Rate
Travel and Meals	Actual Cost x 1.10
Misc. Reimbursable Expenses	Actual Cost x 1.10
Color Plots	\$3.00 per Square Foot

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Environmental, Mechanical, etc.	up to \$175.00/HOUR
Subconsultants		Actual Cost x 1.10

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

Rates Effective: January 1, 2014 (*adjusted annually*)

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SCHAUMBURG & POLK, INC. IN THE AMOUNT OF \$70,000.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE WATER SYSTEM IMPROVEMENTS - LINK STREET AND MEEKS ROAD WATER PLANTS - PRELIMINARY AND DESIGN PHASE.

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 Schaumburg & Polk, Inc. in the amount of SEVENTY THOUSAND (\$70,000.00) AND NO/100 for professional engineering services for the Water System Improvements - Link Street and Meeks Road Water Plants - Preliminary and Design Phase. Services include design, field survey and geotechnical services.

PASSED, APPROVED and ADOPTED on this the 24th day of February 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

February 4, 2015

To: Shawn Oubre, City Manager
From: Jim Wolf, Public Works Director
Re: Bid Recommendation
Surplus Property Sale



Please find attached the only bid to purchase the following surplus property. I recommend award of the surplus property to the only bidder:

Lot 97, Cypress Bayou Estates, (formerly Aqua Texas Water Plant) located at 6213 Hazelwood Drive, Orange, Texas to **Bobby D. Click for \$2,003.00.**

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

BID FORM

Sale of Lot 97, Cypress Bayou Estates, (formerly Aqua Texas Water Plant) located at 6213 Hazelwood Drive, Orange, Texas as per attached bid information.

The City of Orange will accept sealed bids to sell the following property. The City of Orange reserves the option to accept or reject, in whole or in part, any bid submitted, or to waive any formalities/technicalities in the best interest of the City of Orange. As stated in the General Conditions # 4, the City will reserve any mineral rights in the property and a twenty foot (20') easement in the instrument conveying the property to the successful bidder.

PROPERTY TO BE SOLD	AMOUNT OF BID
Lot 97, Cypress Bayou Estates, (formerly Aqua Texas Water Plant) located at 6213 Hazelwood Drive, Orange	\$ <u>2003.00</u> — <i>two thousand three & ^{no}/₁₀₀</i>

PLEASE COMPLETE THE FOLLOWING SECTION.

YOUR BID WILL NOT BE CONSIDERED UNLESS ALL INFORMATION IS CORRECTLY COMPLETED.

NAME OF BIDDER: Bobby D. Click
ADDRESS: 6211 Hazelwood
Orange TX, 77632
zip
TELEPHONE NO.: 409-670-5192 FAX NO.: _____

SIGNATURE: 

BIDDER CERTIFICATION (Please complete appropriate certification):
City of Orange Bid for Lot 97, Cypress Bayou Estates
located at 6213 Hazelwood Drive , Orange, Texas
Bid Due: February 4, 2015 at 2:00 PM

A RESOLUTION ACCEPTING THE BID SUBMITTED BY BOBBY D. CLICK IN THE AMOUNT OF \$2,003.00 FOR THE PURCHASE OF PROPERTY LOCATED IN 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. (FORMERLY AQUA TEXAS WATER PLANT LOCATED AT 6213 HAZELWOOD DRIVE, ORANGE, TEXAS).

WHEREAS, the City Council of the City of Orange, Texas has declared the property listed below as surplus and has authorized disposal by taking sealed bids; now therefore

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

That the City Manager be and is hereby authorized to accept the bid of TWO THOUSAND THREE DOLLARS NO/100 (\$2,003.00) submitted by Bobby D. Click for the following property:

DESCRIPTION	BID SUBMITTED
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. (Formerly Aqua Texas Water Plant located at 6213 Hazelwood Drive, Orange, Texas).	\$2,003.00

PASSED and APPROVED on this the 24th day of February 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

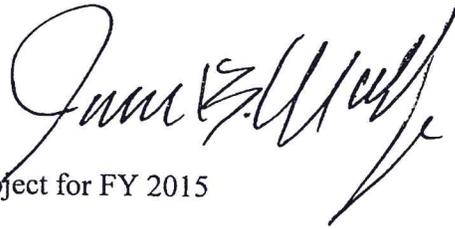
City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

February 6, 2015

To: Shawn Oubre', City Manager
From: Jim Wolf, Public Works Director
Re: Radio-Read Meter Change-Out Project for FY 2015
MK Constructors
Recommendation for Change Order No. 2



Please find attached Change Order No.2 on the referenced project. We are recommending this Change Order to rescind Change Order No. 1, passed by City Council on December 9, 2014, also attached. At this time we now have the funding to install all 444 meters as bid. This will increase the contract back to the original award price of \$78,500.00, passed by City Council on December 9, 2014, also attached. If you agree please place on the next council agenda for approval.

CHANGE ORDER

No. 2

PROJECT Radio-Read Meter Change-Out Project for FY 2015

DATE OF ISSUANCE February 24, 2015 EFFECTIVE DATE February 24, 2015

OWNER City of Orange

CONTRACTOR MK Constructors

You are directed to make the following changes in the Contract Documents.

Description: Increase back to original awarded contract amount.

Reason for Change Order: Rescind Change Order #1 passed on 12-9-2014 - Resolution #2014-82

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>78,500.00</u>	Original Contract Times <u>120</u> Substantial Completion: Ready for final payment: <u>April 7, 2015</u> days or dates
Net changes from previous Change Orders \$ <u>(25,500.00)</u>	Net changes from previous Change Orders <u>N/A</u> days
Contract Price prior to this Change Order \$ <u>53,000.00</u>	Contract Times prior to this Change Order Substantial Completion: Ready for final payment: <u>April 7, 2015</u> days or dates
Net Increase (decrease) of this Change Order \$ <u>25,500.00</u>	Net Increase (decrease) of this Change Order <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>78,500.00</u>	Contract Times with all approved Change Orders Substantial Completion: Ready for final payment: <u>April 7, 2015</u> days or dates

RECOMMENDED:
By: _____
Contractor (Authorized Signature)
Date: _____

APPROVED:  ACCEPTED:
By: _____
Engineer (Authorized Signature) Owner (Authorized Signature)
Date: 2-6-2015 Date: _____

A 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.

WHEREAS, on December 9, 2014 the City of Orange, Texas entered into a contract with MK Constructors in the amount of \$78,500.00 for the ^{installation} purchase of 444 single frequency radio read meters; 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 MK Constructors and the City of Orange, Texas is hereby amended as per the attached Change Order No. 1, decreasing the contract price to \$53,000.00; now therefore

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign said Change Order No. 1.

PASSED, APPROVED and ADOPTED on this the 9th day of December, 2014.


Jimmy Sims, Mayor

ATTEST:


Rhonda Haskins, City Secretary

APPROVED:

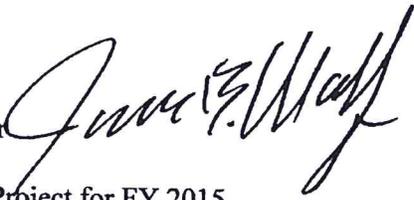

City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

December 9, 2014

To: Shawn Oubre , City Manager

From: Jim Wolf, Public Works Director 

Re: Radio-Read Meter Change-Out Project for FY 2015
MK Constructors
Recommendation for Change Order No. 1

Please find attached Change Order No.1 on the referenced project. We are recommending this Change Order to reduce the contract from 444 to 295 meters. This will reduce the contract cost from \$78,500 to \$53,000 which will meet the approved 2015 budget for this project. If you agree please place on the next council agenda for approval.

CHANGE ORDER

2014-82b

No. 1

PROJECT Radio-Read Meter Change-Out Project for FY 2015
 DATE OF ISSUANCE December 9, 2014 EFFECTIVE DATE December 9, 2015

OWNER City of Orange

CONTRACTOR MK Constructors

You are directed to make the following changes in the Contract Documents.

Description: Reducing Contract by 149 meters.

Reason for Change Order: Revised contract to meet the FY 2015 budget.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>78,500.00</u>	Original Contract Times <u>120</u> Substantial Completion: _____ Ready for final payment: <u>April 7, 2015</u> days or dates
Net changes from previous Change Orders <u>N/A</u>	Net changes from previous Change Orders <u>N/A</u> days
Contract Price prior to this Change Order \$ <u>78,500.00</u>	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: <u>April 7, 2015</u> days or dates
Net Increase (decrease) of this Change Order \$ <u>(25,500.00)</u>	Net Increase (decrease) of this Change Order <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>53,000.00</u>	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: <u>April 7, 2015</u> days or dates

RECOMMENDED:
 By: Mike Kelley
Contractor (Authorized Signature)
 Date: 12-2-14
For Mike Suire

APPROVED: APPROVED: ACCEPTED:
 By: [Signature] By: [Signature]
Engineer (Authorized Signature) Owner (Authorized Signature)
 Date: 12/9/2014 Date: 12/11/14

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

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

That a contract be awarded to MK Constructors for the ^{installation} purchase of 444 single frequency radio-read meters in the amount of SEVENTY-EIGHT THOUSAND, FIVE HUNDRED AND 00/100 (\$78,500.00) DOLLARS.

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

PASSED, APPROVED and ADOPTED on this the 9th day of December 2014.


Jimmy Sims, Mayor

ATTEST:


Rhonda Haskins, City Secretary

APPROVED:


City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

December 2, 2014

To: Jim Wolf, Public Works Director

From: David L. Trahan, Manager of Water Utilities

Re: Radio-Read Meter Change-Out Project for FY 2015
MK Constructors
Recommendation of Award

Based on the attached bid tabulation for the Radio-Read Meter Project we recommend that MK Constructors be awarded the contract in the amount of \$78,500.

Your consideration in this request is greatly appreciated.

**BID TABULATION - RADIO-READ METER CHANGE-OUT PROJECT FOR FY 2015
 BID OPENING: TUESDAY, NOVEMBER 18, 2014 @ 2:00 P.M.**

DESCRIPTION	MK CONSTRUCTORS VIDOR, TX Total Bid	MCINNIS CONSTRUCTION, INC. SILSBEE, TX Total Bid
Materials, equipment, and labor to change-out (444) four hundred forty-four City furnished radio-read meters. Maximum number of days to complete project Terms	\$78,500.00 120 Calendar Days Net 30 Days	\$81,626.50 65 Days Net 30 Days

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 WITH MK CONSTRUCTORS FOR THE RADIO-READ METER CHANGE-OUT PROJECT FOR FY 2015.

WHEREAS, on December 9, 2014 the City of Orange, Texas entered into a contract with MK Constructors in the amount of \$78,500.00 for the installation of 444 single frequency radio read meters and also authorized Change Order No. 1 decreasing the contract price to \$53,000.00; 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 Change Order No. 1 is rescinded; this will increase the contract back to the original award price of \$78,500.00 passed by City Council on December 9, 2014. This will allow the installation of 444 radio-read meters as previously approved; now therefore

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign said Change Order No. 2.

PASSED, APPROVED and ADOPTED on this the 24th day of February, 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

February 16, 2015

To: Dr. Shawn Oubre, City Manager
From: James B. Wolf, P.E., Public Works Director
Re: Central Fire Station
SpawGlass Proposal (Architectural/HVAC Repairs)



Please find attached the proposal for Central Fire Station (sleeping quarters) project. The scope of work has been based on an engineering evaluation prepared in January 2014 with certain follow-up Phase 1 work efforts. We consider this proposal as Phase 2 (final) in the corrective process and recommend acceptance of this proposal from SpawGlass in the amount of \$61,337. SpawGlass is on the State of Texas approved list of contractors for TXMAS and Buy Board Cooperative purchasing for local government. If you agree please place on the next Council's agenda.



January 30, 2015

Mr. Jim Wolf
Director of Public Work – City of Orange, Texas
303 N 8th Street
Orange, Texas 77631

Re: Central Fire Station
Insulation Repair Budget (Sleeping Quarters) REVISED

Dear Jim:

SpawGlass has reviewed Central Fire Station for the repairs requested in the Sleeping Quarters area. The estimated cost of work breaks down as follows:

- Architectural Repairs: (Sleeping Quarters Area) \$25,885.00
 - Demolition of all ceilings (Sheetrock & Tile)
 - Installing Thermal insulation above all ceilings
 - New Sheetrock Ceilings
 - New Acoustical tile installed in existing grid
 - Access Doors installed in sheetrock ceilings
 - Painting of new sheetrock and disturb areas
- HVAC Repairs
 - Overhead Sleeping Quarters: \$13,995.00
 - Replace Ductwork In Mech Room: \$ 6,155.00
 - Replace Armaflex Outdoor & Paint: \$ 9,802.00
- Dumpsters/Cleaning: \$ 2,500.00
- Contingency (5%): \$ 3,000.00

Total Proposed Cost: **\$61,337.00**

The proposal included Management and Coordination by SpawGlass at no charge. The contingency would only be used if necessary with prior approval from the City of Orange. Estimated time frame is roughly 4 weeks. If you have any questions or comments regarding this budget analysis please do not hesitate to contact me. Thank you for this opportunity.

Sincerely,

Jerry Vandervoort
Project Executive
SpawGlass
832-473-0653

AUSTIN
1111 Smith Road
Austin, Texas 78721
512-719-5251

GOLDEN TRIANGLE
350 Pine Street, Ste. 310
Beaumont, Texas 77701
409-681-4547

HOUSTON
13800 West Road
Houston, Texas 77041
281-970-5300

NORTH TEXAS
1000 W. Magnolia Avenue
Fort Worth, Texas 76104
817-288-0890

SAN ANTONIO
9331 Corporate Drive
Selma, Texas 78154
210-651-9000

SOUTH TEXAS
4909 E. Grimes, Ste. 116
Harlingen, Texas 78550
956-412-9880

www.spawglass.com

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPAWGLASS IN THE AMOUNT OF \$61,337.00 FOR THE ARCHITECTURAL AND HVAC REPAIRS OF THE CENTRAL FIRE STATION (SLEEPING QUARTERS) PROJECT.

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

That the City Manager is hereby authorized to execute an agreement in the amount of \$61,337.00 with SpawGlass for the architectural and HVAC repairs of the Central Fire Station (Sleeping Quarters) Project.

PASSED, APPROVED and ADOPTED on this the 24th day of February 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: February 12, 2015

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, EDC Director

RE: OUTDOOR HOSPITALITY, LLC, RV PARK LETTER of REQUEST

Please see the attached letter of request for economic development financial incentives submitted by Mr. Mark Frey with Outdoor Hospitality, LLC, for the purpose of development of a new RV Park to be located at 2214 Interstate 10 in the city of Orange, Texas.

The RV includes 51 spaces, a main lodge, laundry house, shower house, pool house, and a rally barn, which make up the main components of the estimated \$1,530,000 project.

The financial request for incentives include:

\$ 75,000 demolition of former Knight's Inn property

\$175,000 infrastructure improvements related to water/sanitary sewer/drainage

\$250,000 Total funding request

<\$50,000> payback deferred after 2 years for 5 year period

\$200,000 Final funding (after payback)

2-year Property Tax Freeze on new improvements after completion of the project

Subject to your review and approval, please place this request on the next EDC Board agenda for a Public Hearing and a possible Motion of Intent for the expenditure of EDC funds not to exceed \$250,000 for the purpose of economic development.

Please contact me at extension 1077 for additional information.

Outdoor Hospitality LLC

2200 Woodmont Dr.
Orange, Texas 77632

Thursday, February 12, 2015

Jay Trahan
City of Orange EDC
803 W. Green Ave.
Orange, Texas 77631

Mr. Trahan

I have been planning a destination RV park for our 3 acre Interstate 10 property for the past 4 years. I have contracted Bud Surles Consulting Group to do a site analysis see attached. When the Knights Inn Hotel property was repossessed by Bridge City Bank I contacted Mr. Surles to do another analysis for a park that included my property as well as the hotel and one other parcel adjoining both properties. The analysis is a very positive one since there is no type of RV Park like this within 150 miles in any direction. I have spoken with several RV Sales and service centers and several RV groups including the Airstream group that stayed down town at the river area a few years ago. There is a great need for this type of park. It will cater to the traveling RVs that want to stay a few nights or weeks to see the sites around Orange and the surrounding cities.

The park will feature landscape paver driveways, lush landscaping, gated security fencing, landscape and parking lot lighting. It will also have shower house and restrooms, Laundry facilities and a small retail shop for incidentals. We will include a recreation area with a swimming pool and hot tub as well as a Rally Barn for large group events. The rally barn will include a large meeting area, full kitchen and restrooms.

The project will include approximately 51 RV slots, Main Lodge, Laundry House, Shower House, Pool House, Rally Barn all to be on an 8 acre tack of land on IH 10 between Hampton Inn and Senior Toro Mexican Restaurant.

Projected Economic Impact:

1. Projected Construction Cost \$ 1,530,000.00
2. Projected Completed Value \$ 2,500,000.00 an increase of \$ 1,540,000.00
3. Projected Annual Sales Dollars from RV Tourist to Community \$1,580,000
4. Projected Annual Sales Tax Revenues \$130,000.00
5. 8 Full time Positions
6. Projected Water/Sewer Annual Revenues \$29,000.00

This RV Park will bring much need traffic to all sorts of supporting stores for groceries, gas and repairs etc. The ability to have another type of traveler stay in Orange, Texas and support our local business is invaluable. There can all types of groups attracted to stay here like RV groups, Golfers, Botanical Garden enthusiasts, People here to see the Arts and to stay while the gamble in LA.

We are asking for the following as participation:

1. Total contribution of \$250,000.00
2. Contribute \$75,000 to the demolition cost of removing the old hotel and all of its buildings, pool and pavements.
3. Contribute \$175,000 to the construction of all of the infrastructure which include all underground drainage, water Sewer and electric utilities and roadways.
4. Freeze property taxes on the new property improvements for 2 tax years from date of operation.
5. A Repay of \$50,000 to the EDC over a 5 year period after a 2 year delay from date of operation.

We are very excited with this project. I will improve the flexibility of available options on travelers to stay in our town. We can work with you on our request and look forward to hearing from you.

Sincerely

Mark Frey

Mark Frey, President
Outdoor Hospitality LLC

OUTDOOR Hospitality, llc

Outdoor Living At Its Finest



General Notes
 Roads & Parking
 Entrance -- 40'
 Two Way Rds -- 24'
 One Way Rds -- 18'
 Standard Parking -- 10'x20'
 Handicapped Parking -- 13'x20'
 RV Sites
 Back In Sites -- 35'x65'
 Pull Through Sites -- 40'x80'
 Head In Sites -- 40'x65'

Bud Surles Consulting Group, LLC

Green Bluffs RV Resort
 A Outdoor Hospitality, LLC Development

Scale: 1" = 100'
 100' 100'

Revision # Schematic

Date: Nov. 2014



Signature: [Name] for [Company]

MOTION

Motion approving the Orange Economic Development Corporation's motion of intent to enter into an agreement with Outdoor Hospitality LLC for the expenditure of funds for demolition and infrastructure improvements at 2214 Lutcher Drive, Orange, Texas in an amount not to exceed \$250,000.00 for the purpose of economic development.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

February 24, 2015

ORANGE FIRE DEPARTMENT

MEMORANDUM

February 10, 2015

TO: Dr. Shawn Oubre, City Manager

FROM: David Frenzel, Fire Chief 

RE: Disposal of Surplus Equipment

In last year's budget we purchased a new ¾ ton pick-up truck for Animal Control and a new animal control slide-in unit to mount on the rear of the truck. The older AC truck had a slide-in unit on it that was purchased new in 1995. The purchase price for that slide-in unit in 1995 was \$5,165.00. That unit (Asset #95139) has been retired and removed from service. It is currently being stored at the service center. As per Finance, it has been completely depreciated, but it needs to be declared surplus and disposed of.

Please place this request for surplus status on an upcoming agenda for Council approval and I will contact Rene Bates for possible auction or try to dispose of it through sealed bids to the City.

If you have any questions concerning this unit, please contact me at extension 1039.

MOTION

Motion declaring equipment (1995 Slide-in unit for Animal Control truck, Asset #95139) as surplus and authorizing disposal by auction through René Bates Auctioneers, Inc. or by sealed bids to the City.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

February 24, 2015