

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

**March 10, 2015
9:00 A.M.**

- | | | |
|---|---|--------------------------|
| 1. CALL TO ORDER | | Mayor |
| 2. INVOCATION and PLEDGE OF ALLEGIANCE | | Council Member Bellfield |
| 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 24, 2015 City Council Meeting | 3 | Mayor/Council |
| 5. CITIZEN COMMENTS | | |
| <i>At this time comments will be taken from the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum three minutes for each speaker. Your comments are appreciated. As the Texas Open Meetings Act does not allow the Council to respond to items not listed on the agenda, your comments will be duly noted by the Council and forwarded to the appropriate department for prompt consideration.</i> | | |
| 6. PROCLAMATION | | |
| a) American Red Cross Month | 8 | Mayor/Council |

7. RESOLUTIONS

- a) Consider a resolution authorizing the City Manager to extend the agreement with Tim Richardson (Consultant) for a six (6) month period for consulting work related to city activities associated with seeking BP Deepwater Horizon (DWH) Restoration Funding for a variety of purposes determined by the City including environmental infrastructure improvements. 9 Staff: Oubre
- b) Consider a resolution awarding a contract to Rural Pipe & Supply in the amount of \$78,261.71 for the purchase of water service hardware. 20 Staff: Wolf
- c) Consider a resolution awarding a contract to MDN Enterprises in the amount of \$18,580.34 for the purchase of water service hardware clamps. 25 Staff: Wolf

8. DISCUSSION/ACTION

- a) Consider a motion acknowledging receipt of the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2014, receipt of the Federal Single Audit Reports for the Fiscal Year ending September 30, 2014 and receipt of the Final Communication with Governance from Charles E. Reed and Associates, P.C., as required by Section 3.14 of the Charter of the City of Orange. 29 Staff: Charles E. Reed and Associates, P.C.
- b) Consider a motion reappointing Jamie Wilson, Elgin Browning, Dorothy Brandon, Edward Freiberg, and Ruth Hancock to the Board of Adjustment for terms ending December 31, 2016. 32 Staff: Knauf
- c) Consider a motion authorizing a budget amendment in the amount of \$30,000.00 from the 2014 Park Capital Account for the reconditioning of the basketball/tennis courts at Solomon-Johnson Park, to be formally approved by ordinance when the next Budget Amendment is adopted. 35 Staff: Wolf

9. REPORTS

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

10. ADJOURNMENT

STATE OF TEXAS }
COUNTY OF ORANGE }

February 24, 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 24, 2015.

COUNCIL MEMBERS PRESENT: Jimmy Sims Mayor
Theresa Beauchamp Mayor Pro Tem
Tommy Ferguson Council Member
Essie Bellfield Council Member
Bill Mello Council Member
Larry Spears Jr. Council Member

COUNCIL MEMBERS ABSENT: Mary McKenna 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
Lane Martin Chief of Police
David Frenzel Fire Chief
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
Michael Patterson Engineering Tech
Andrew Culpepper City Attorney

STAFF MEMBERS ABSENT: None

Mayor Sims called the meeting to order at 6:07 P.M.

Council Member Ferguson 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 Ferguson which carried unanimously.

APPROVAL OF MINUTES

Mayor Pro Tem Beauchamp moved to approve the minutes of the February 5, 2015 Special Call Meeting of the City Council. Second to the motion was made by Council Member Bellfield which carried unanimously.

Council Member Bellfield moved to approve the minutes of the February 10, 2015 Regular Meeting of the City Council. Second to the motion was made by Council Member Mello which carried unanimously.

CITIZEN COMMENTS

Brenda Cook, 87 Elm Street, is concerned about trash on Mill Street and Elm Street, Confederate Flag at Confederate Veterans Memorial Park located on IH-10 West, and the condition of 2nd Street.

James Meyers, 1311 15th Street, is in favor of a multi-use park. He does not think a skate park or splash park is a good idea.

Rick Lewandowski, Shangri La Botanical Gardens and Nature Center, encouraged citizens to participate in the 20th Annual Community Trash Off, Saturday, February 28, 2015, from 8:00 A.M. until 1:00 P.M. at the City of Orange Boat Ramp. He thanked area businesses and Council for their support.

Ace Vandervoort, Cub Scout Pack 311, advised he would like for Orange to get a Chick-fil-a and laser tag.

PRESENTATION

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.

Dr. Terri Estes advised she is excited about the STEM designation at Little Cypress-Mauriceville High School.

Arish Paret advised how blessed he is to be a part of the STEM Academy. He is involved in many groups. It has taught him professionalism and how to work together.

John Comeaux advised he is involved with computer science and loves it.

Emily Warner advised she is taking engineering classes and loves it.

Dr. Pauline Hargrove advised Dr. Oubre invited the school to attend a Council Meeting to inform Council on some of the curriculum offered at LCM. The school is very proud of its students. She

advised Council is always welcome to visit LCM.

ORDINANCES

FINAL 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 Mayor Pro Tem Beauchamp which carried unanimously.

A copy of this ordinance is being made a part of these minutes as Ordinance Number 2015-3.

RESOLUTIONS

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.

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 2015-16.

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.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-17.

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.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-18.

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.

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 2015-19.

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.

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

| | |
|-----------------------------|--|
| COUNCIL MEMBERS VOTING AYE: | Mayor Sims, Mayor Pro Tem Beauchamp, Council Member Ferguson, Council Member Bellfield and Council Member Spears |
|-----------------------------|--|

| | |
|----------------------------|----------------------|
| COUNCIL MEMBERS VOTING NO: | Council Member Mello |
|----------------------------|----------------------|

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-20.

DISCUSSION/ACTION

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.

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

MOTION DECLARING EQUIPMENT (1995 SLIDE-IN UNIT FOR ANIMAL CONTROL TRUCK, ASSET #95139) AS SURPLUS AND AUTHORIZING DISPOSAL BY AUCTION THROUGH RENE'

BATES AUCTIONEERS OR BY SEALED BIDS TO THE CITY.

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

CITY MANAGER REPORT

No report was given.

CITY COUNCIL REPORT

Council Member Spears thanked the Cub Scouts for attending the meeting. He encouraged citizens to look up African American inventors.

Council Member Mello thanked the Cup Scouts for attending the meeting. He encouraged citizens to participate in the 20th Annual Community Trash Off this Saturday.

Council Member Bellfield thanked Mayor Pro Tem Beauchamp for reading a Proclamation at her church, Sunday, February 22, 2015. She would like for staff to look into getting a Grey Hound Bus Station in Orange.

Council Member Ferguson thanked the Cub Scouts for attending the meeting. He encouraged citizens to participate in the 20th Annual Community Trash Off. He advised the BASS Elite Series will be held in Orange in March.

Mayor Sims thanked the Cub Scouts for attending the meeting.

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 Pro Tem Beauchamp which carried unanimously.

The meeting adjourned at 7:01 P.M.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

P roclamation

OFFICE OF THE MAYOR

City of Orange

WHEREAS every March during **American Red Cross** Month we take time to recognize and thank our Everyday Heroes - those who reach out to help people in need; and

WHEREAS **American Red Cross** heroes help disaster victims recover. They brighten the day of an injured service member. They step forward to help someone having a heart attack; and

WHEREAS we would like to remember our heroes here in the City of Orange, Texas who help people in need. They work tirelessly to assist their neighbors when they need a helping hand; and

WHEREAS across the country and around the world, the **American Red Cross** responded to disasters. When an injured service member ended up in a hospital far from home, the **American Red Cross** offered comfort. When a lifeguard jumped in to save a drowning child or someone stepped up to help a heart attack victim, the **American Red Cross** was there; and

WHEREAS we dedicate the month of March to all those who support the **American Red Cross** mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the **American Red Cross**, which relies on donations of time and funding to fulfill its humanitarian mission;

NOW THEREFORE I, Jimmy Sims, Mayor of the City of Orange, Texas, by virtue of the authority vested in me by the Constitution and laws of Orange County and Texas, do hereby proclaim March 2015 as

AMERICAN RED CROSS MONTH

and encourage all Americans to support the organization and its noble humanitarian mission.

IN WITNESS WHEREOF I have hereunto set my hand and have caused the seal of the City of Orange, Texas to be hereto affixed this the 10th day of March, 2015.

Jimmy Sims, Mayor

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH TIM RICHARDSON (CONSULTANT) FOR A SIX (6) MONTH PERIOD FOR CONSULTING WORK RELATED TO CITY ACTIVITIES ASSOCIATED WITH SEEKING BP DEEPWATER HORIZON (DWH) RESTORATION FUNDING FOR A VARIETY OF PURPOSES DETERMINED BY THE CITY INCLUDING ENVIRONMENTAL INFRASTRUCTURE IMPROVEMENTS.

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

That the City Manager is hereby authorized to extend the agreement with Tim Richardson (Consultant) for a six (6) month period for consulting work related to City activities associated with seeking BP Deepwater Horizon (DWH) restoration funding for a variety of purposes determined by the City including environmental infrastructure improvements. The term of the extension of said agreement will be April 1, 2015 and expire on October 1, 2015. The monthly invoice of \$4,000.00, as approved in the original agreement, will remain the same.

PASSED, APPROVED and ADOPTED on this the 10th day of March 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

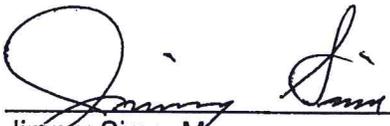
City Attorney

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH TIM RICHARDSON (CONSULTANT) FOR A SIX (6) MONTH PERIOD FOR CONSULTING WORK RELATED TO CITY ACTIVITIES ASSOCIATED WITH SEEKING BP DEEPWATER HORIZON (DWH) RESTORATION FUNDING FOR A VARIETY OF PURPOSES DETERMINED BY THE CITY INCLUDING ENVIRONMENTAL INFRASTRUCTURE IMPROVEMENTS.

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

That the City Manager is hereby authorized to extend the agreement with Tim Richardson (Consultant) for a six (6) month period for consulting work related to City activities associated with seeking BP Deepwater Horizon (DWH) restoration funding for a variety of purposes determined by the City including environmental infrastructure improvements. The term of the extension of said agreement will be October 1, 2014 and expire on April 1, 2015. The monthly invoice of \$4,000.00, as approved in the original agreement, will remain the same.

PASSED, APPROVED and ADOPTED on this the 14th day of October 2014.


Jimmy Sims, Mayor

ATTEST:


Rhonda Haskins, City Secretary

APPROVED:

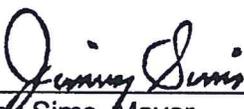

City Attorney

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TIM RICHARDSON (CONSULTANT) IN THE AMOUNT OF \$48,000.00 ANNUALLY DURING THE TERM OF THIS AGREEMENT(\$4,000.00 TO BE MADE UPON RECEIPT OF A MONTHLY INVOICE) FOR CONSULTING WORK RELATED TO CITY ACTIVITIES ASSOCIATED WITH SEEKING BP DEEPWATER HORIZON (DWH) RESTORATION FUNDING FOR A VARIETY OF PURPOSES DETERMINED BY THE CITY INCLUDING ENVIRONMENTAL INFRASTRUCTURE IMPROVEMENTS.

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 Tim Richardson in the amount of FORTY-EIGHT THOUSAND (\$48,000.00) AND NO/100 annually during the term of this agreement (\$4,000.00 to be made upon receipt of a monthly invoice) for consulting work related to City activities associated with seeking BP Deepwater Horizon (DWH) restoration funding for a variety of purposes determined by the City including environmental infrastructure improvements.

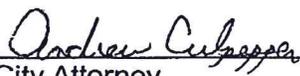
PASSED, APPROVED and ADOPTED on this the 10th day of September 2013.


Jimmy Sims, Mayor

ATTEST:


Patricia Anderson, Deputy City Secretary

APPROVED:


City Attorney

AGREEMENT

This Agreement ("Agreement") is entered into by and between the **City of Orange (City)**, and **Tim Richardson ("Consultant")**.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the City and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to City activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the City including environmental infrastructure improvements.

II. RESPONSIBILITIES OF THE PARTIES

• Consultant shall:

- Assist City with organizing and coordinating the City's approach to developing a priority project list for which DWH restoration funds will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the City's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the City officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the City's review to ensure that the City's efforts are comprehensive and coordinated;
- Identify key people at BP who need to be educated about the restoration benefits available to Restore the Gulf by working the City and communicate with them; make introductions for City officials and participate in meetings with these contacts;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the City to recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Serve as the "eyes and ears" of the City in Washington, D.C. with regard to updates on progress on the BP settlement, and development and implementation of DWH restoration, alerting the City to any specific actions that need to be taken to ensure that its interests are represented.

B. The City shall:

1. Provide overall project direction and day-to-day coordination/clarification about the City's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the City reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin October ~~22~~¹, 2012 and expire on October ~~22~~¹, 2014 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the City's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the City is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the City (including documents provided to Consultant by the City and any work in progress, such as notes, drafts and sketches) and shall, upon the City's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the City, Consultant shall, after termination, cooperate on a time and materials basis with the City in its or another's efforts on the City's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

A. During the term of this Agreement the City shall pay Consultant \$48,000, annually as follows: \$4,000 to be made upon receipt of a monthly invoice

B. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

C. The City shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The City's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the City be liable for the other costs or damages that may result from Consultant's normal course of doing business.

D. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the City and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the City.

E. All invoices for fees/expenses to be paid by the City pursuant to this Agreement must be received by the City within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

F. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the City reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the City and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the City. However, City shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the City.

B. Joint Copyright Ownership

1. It is understood and agreed that the City has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. City and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the City all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The City and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. AUTHORIZED CONTACTS

The following City employees are authorized contacts under this Agreement:


-Sean Oubre, City Manager, City of Orange; soubre@orangetex.org ; office: 409-883-1055.

Tim Richardson, consultant, tlrs@rcn.com; office: 301-770-6496; mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the City's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the City. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the City, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the City against any claims for taxes or other payroll deductions, including penalties, provided the City promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the City.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

- a) If to the City, to:

~~Sean~~ ^{TR}
Sean Oubre
City of Orange
803 W. Green Avenue
Orange, Texas 77631

b) If to Consultant, to:

Tim Richardson
6707 Old Stage Road
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the City, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or *willful misconduct*, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the City harmless from any proceedings or claims asserted against the City resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the City or from matters with respect to which Consultant has advised the City, in writing, of the legal risks involved and the City, by their specific written approval, have assumed the risks thereof, in which cases the City shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. AGENCY

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the City and Consultant, or between the City and any other party with whom Consultant has contracted

regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to represent that the City is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVI. EQUAL OPPORTUNITY

The City acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the City shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel

advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

City of Orange

By 
Name: ~~Sean Oubre~~ Shaw @
Title: City Manager
EIN _____

Date 10/22/13

Tim Richardson, Consultant

By 
Name: Tim Richardson
EIN 370-60-3504

Date 10/27/13

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the City.

Signed:


Signature of Consultant

10/27/13
Date

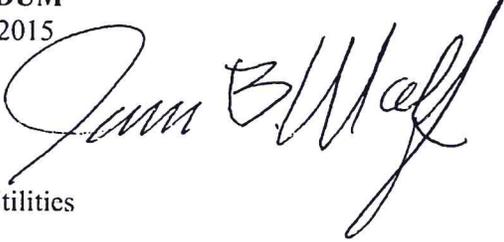
MEMORANDUM

February 26, 2015

To: Jim Wolf, Director of Public Works

From: David L. Trahan, Manager of Water Utilities

Re: Water Service Hardware Bid



Based on the bid tabulations I received, and per the Bid Award Criteria, which states that the bid may be awarded in whole or in part as to serve the best interest of the City, and although there were errors in Rural Pipe Supply's calculations of (9) line items, they had agreed to honor corrected prices.

I recommend that **Rural Pipe Supply** be awarded the **partial** amount of their contract price, **less clamps**, in the amount of $(\$92,312.06 - \$14,050.35) = \underline{\$78,261.71}$. Rural Pipe Supply did not quote **Smith/Blair** brand clamps.

I further recommend that **MDN Enterprises** be awarded the **partial** amount of their contract price in the amount for the **clamps only**, of $(\$169,322.24 - \$150,741.90) = \underline{\$18,580.34}$.

MDN Enterprises were the low bidder on **Smith/Blair** brand clamps between the other (3) bidders which did quote **Smith/Blair** clamps.

Thank you,

David L. Trahan, Manager of Water Utilities

David L. Trahan, Manager of Water Utilities

Rural Pipe & Supply
Serving the greater East Texas Region

RE: 2015-2016 City of Orange Annual Waterworks Quote

Mr. David Trahan,

We are aware that there are some differences between the unit pricing and the carryover totals due to some rounding errors. We will accept the carryover totals as your office corrected them.

Please contact us if you have further questions.

Thanks,

John Spears

John Spears 3/2/15

BID TABULATION - WATER SERVICE HARDWARE BID (LOW LEAD)

Bid Opening - February 18, 2015 at 2:30 P.M.

| EST. QTY. | DESCRIPTION | Rural Pipe & Supply | | HD Supply | | Act Pipe & Supply | | MDN Enterprises | |
|--------------|---|---------------------|---------|-----------------|---------|-------------------|---------|------------------|---------|
| | | Jasper, Texas | | Beaumont, Texas | | Beaumont, Texas | | New Caney, Texas | |
| | | Unit | Total | Unit | Total | Unit | Total | Unit | Total |
| 600 | L.F. 2 inch service tubing | 1.00 | 600.00 | 1.09 | 654.00 | 1.00 | 600.00 | 1.12 | 672.00 |
| 600 | L.F. 1 1/2 inch service tubing | 0.59 | 354.00 | 0.63 | 378.00 | 0.59 | 354.00 | 0.68 | 408.00 |
| 900 | L.F. 1 inch service tubing | 0.29 | 261.00 | 0.32 | 288.00 | 0.31 | 279.00 | 0.34 | 306.00 |
| 1000 | L.F. 3/4 inch service tubing | 0.18 | 180.00 | 0.19 | 190.00 | 0.19 | 190.00 | 0.21 | 210.00 |
| 200 | Ea. 3/4 inch curb stop w/meter swivel | 30.67 | 6134.00 | 31.97 | 6394.00 | 31.21 | 6242.00 | 32.11 | 6422.00 |
| 200 | Ea. 3/4 inch curb stop w/iron pipe threads | 22.96 | 4592.00 | 23.98 | 4796.00 | 23.61 | 4722.00 | 23.58 | 4716.00 |
| 50 | Ea. 1 inch curb stop with iron pipe threads | 40.54 | 2027.00 | 40.52 | 2026.00 | 41.63 | 2081.50 | 57.24 | 2862.00 |
| 25 | Ea. 3/4 inch gate valve | 7.26 | 181.50 | 7.76 | 194.00 | 7.39 | 184.75 | 27.80 | 695.00 |
| 50 | Ea. 1 1/2 inch gate valve | 17.70 | 885.00 | 20.84 | 1042.00 | 11.08 | 554.00 | 90.21 | 4510.50 |
| 75 | Ea. 2 inch gate valve | 27.00 | 2025.00 | 31.42 | 2356.50 | 29.97 | 2247.75 | 124.59 | 9344.25 |
| 200 | Ea. 3/4 inch copper to iron adapter | 10.20 | 2040.00 | 10.50 | 2100.00 | 10.49 | 2098.00 | 10.33 | 2066.00 |
| 100 | Ea. 1 inch copper to iron adapter | 12.09 | 1209.00 | 12.43 | 1243.00 | 12.42 | 1242.00 | 12.22 | 1222.00 |
| 100 | Ea. 1 1/2 inch copper to iron adapter | 33.11 | 3311.00 | 34.33 | 3433.00 | 34.02 | 3402.00 | 33.75 | 3375.00 |
| 100 | Ea. 2 inch copper to iron adapter | 48.25 | 4825.00 | 50.02 | 5002.00 | 49.58 | 4958.00 | 49.16 | 4916.00 |
| 250 | Ea. .625 inch x 3/4 inch meter coupling | 6.62 | 1655.00 | 6.00 | 1500.00 | 4.39 | 1097.50 | 6.27 | 1567.50 |
| 100 | Ea. 1 inch meter coupling | 10.20 | 1020.00 | 9.00 | 900.00 | 5.75 | 575.00 | 9.65 | 965.00 |
| 2,500 | Ea. 3/4 inch meter gasket | 0.04 | 102.50 | 0.10 | 250.00 | 0.05 | 125.00 | 0.26 | 650.00 |
| 200 | Ea. Meter Box (plastic) D-1200-Body | 7.43 | 1486.00 | 7.34 | 1468.00 | 7.79 | 1558.00 | 7.66 | 1532.00 |
| 100 | Ea. Lid (plastic) (Blue color) | 5.49 | 549.00 | 6.67 | 667.00 | 5.83 | 583.00 | 5.73 | 573.00 |
| 100 | Ea. Lid (plastic) (Green color) | 5.01 | 501.00 | 7.90 | 790.00 | 5.56 | 556.00 | 5.47 | 547.00 |
| 75 | Ea. 1/2 inch x 3 inch ready repair clamp | 6.94 | 520.50 | 5.79 | 434.25 | 5.65 | 423.75 | 5.56 | 417.00 |
| 75 | Ea. 3/4 inch x 3 inch ready repair clamp | 7.17 | 537.75 | 5.90 | 442.50 | 5.75 | 431.25 | 5.66 | 424.50 |
| 100 | Ea. 1 inch x 3 inch ready repair clamp | 7.57 | 757.00 | 6.45 | 645.00 | 6.28 | 628.00 | 6.18 | 618.00 |
| 75 | Ea. 1 1/4 inch x 3 inch ready repair clamp | 7.99 | 599.25 | 6.63 | 497.25 | 6.46 | 484.50 | 6.36 | 477.00 |
| 100 | Ea. 1 1/2 inch x 3 inch ready repair clamp | 8.38 | 838.00 | 7.12 | 712.00 | 6.94 | 694.00 | 6.83 | 683.00 |
| 100 | Ea. 2 inch x 3 inch ready repair clamp | 9.16 | 916.00 | 7.78 | 778.00 | 7.58 | 758.00 | 7.46 | 746.00 |
| 200 | Ea. 2 inch x 7 1/2 inch clamp | 28.86 | 5772.00 | 45.02 | 9004.00 | 43.90 | 8780.00 | 43.15 | 8630.00 |
| 20 | Ea. 4 inch x 7 1/2 inch clamp | 37.82 | 756.40 | 58.75 | 1175.00 | 57.29 | 1145.80 | 56.31 | 1126.20 |
| 20 | Ea. 6 inch x 7 1/2 inch clamp | 44.64 | 892.80 | 71.77 | 1435.40 | 69.99 | 1399.80 | 68.79 | 1375.80 |
| 20 | Ea. 6 inch x 7 1/2 inch clamp | 44.64 | 892.80 | 72.85 | 1457.00 | 71.04 | 1420.80 | 69.82 | 1396.40 |
| 10 | Ea. 8 inch x 7 1/2 inch clamp | 52.40 | 524.00 | 85.87 | 858.70 | 83.74 | 837.40 | 82.30 | 823.00 |
| 2 | Ea. 10 inch x 7 1/2 inch clamp | 72.37 | 144.74 | 158.43 | 316.86 | 101.91 | 203.82 | 100.16 | 200.32 |
| 2 | Ea. 10 inch x 7 1/2 inch clamp | 72.37 | 144.74 | 163.21 | 326.42 | 104.08 | 208.16 | 102.29 | 204.58 |
| 1 | Ea. 12 inch x 7 1/2 inch clamp | 77.68 | 77.68 | 124.55 | 124.55 | 121.46 | 121.46 | 119.37 | 119.37 |
| 2 | Ea. 12 inch x 7 1/2 inch clamp | 86.34 | 172.68 | 172.48 | 344.96 | 117.11 | 234.22 | 165.30 | 330.60 |
| 1 | Ea. 14 inch x 7 1/2 inch clamp | 165.11 | 165.11 | 328.39 | 328.39 | 313.91 | 313.91 | 308.49 | 308.49 |
| 1 | Ea. 16 inch x 7 1/2 inch clamp | 169.45 | 169.45 | 352.42 | 352.42 | 343.68 | 343.68 | 337.74 | 337.74 |
| 1 | Ea. 18 inch x 7 1/2 inch clamp | 169.45 | 169.45 | 378.09 | 378.09 | 368.71 | 368.71 | 362.34 | 362.34 |
| 200 | Ea. 3/4 inch sleeve | 0.82 | 164.00 | 2.24 | 448.00 | 1.14 | 228.00 | 1.87 | 374.00 |
| 75 | Ea. 3/4 inch ell | 1.32 | 99.00 | 2.24 | 168.00 | 0.60 | 45.00 | 0.98 | 73.50 |

| | | | | | | | | | |
|--|--------------------------------------|--------------------|----------|---------------------|----------|---------------------|----------|---------------------|----------|
| 50 | Ea. 1 inch ell | 1.61 | 80.50 | 2.81 | 140.50 | 0.97 | 48.50 | 1.58 | 79.00 |
| 25 | Ea. 2 inch ell | 2.29 | 57.25 | 4.83 | 120.75 | 1.68 | 42.00 | 2.73 | 68.25 |
| 75 | Ea. 3/4 inch x 4 inch nipple | 0.63 | 47.25 | 0.66 | 49.50 | 0.39 | 29.25 | 0.66 | 49.50 |
| 75 | Ea. 3/4 inch x 6 inch nipple | 0.86 | 64.50 | 0.91 | 68.25 | 0.54 | 40.50 | 0.89 | 66.75 |
| 150 | Ea. 2 inch x 6 inch nipple | 2.39 | 358.50 | 2.51 | 376.50 | 1.48 | 222.00 | 2.47 | 370.50 |
| 200 | Ea. 2 inch sleeve | 2.84 | 568.00 | 6.93 | 1386.00 | 2.09 | 418.00 | 3.39 | 678.00 |
| 200 | Ea. 3/4 inch sleeve | 0.91 | 182.00 | 0.97 | 194.00 | 0.93 | 186.00 | 0.89 | 178.00 |
| 75 | Ea. 3/4 inch ell | 0.67 | 50.25 | 0.72 | 54.00 | 0.68 | 51.00 | 0.66 | 49.50 |
| 50 | Ea. 1 inch ell | 1.25 | 62.50 | 1.34 | 67.00 | 1.28 | 64.00 | 1.23 | 61.50 |
| 25 | Ea. 2 inch ell | 4.24 | 106.00 | 4.51 | 112.75 | 4.34 | 108.50 | 4.14 | 103.50 |
| 75 | Ea. 3/4 inch x 4 inch nipple | 0.63 | 47.25 | 0.70 | 52.50 | 0.65 | 48.75 | 0.65 | 48.75 |
| 75 | Ea. 3/4 inch x 6 inch nipple | 0.90 | 67.50 | 1.00 | 75.00 | 0.93 | 69.75 | 0.92 | 69.00 |
| 25 | Ea. 1 inch x 6 inch nipple | 1.19 | 29.75 | 1.32 | 33.00 | 1.22 | 30.50 | 1.22 | 30.50 |
| 25 | Ea. 1 1/4 inch x 6 inch nipple | 1.50 | 37.50 | 1.67 | 41.75 | 1.55 | 38.75 | 1.54 | 38.50 |
| 25 | Ea. 1 1/2 inch x 6 inch nipple | 1.80 | 45.00 | 2.00 | 50.00 | 1.86 | 46.50 | 1.84 | 46.00 |
| 150 | Ea. 2 inch x 6 inch nipple | 2.50 | 375.00 | 2.78 | 417.00 | 2.58 | 387.00 | 2.55 | 382.50 |
| 200 | Ea. 2 inch sleeve | 3.42 | 684.00 | 3.64 | 728.00 | 3.49 | 698.00 | 3.34 | 668.00 |
| 40 | Ea. 6 inch x 3/4 inch service saddle | 12.20 | 488.00 | 20.79 | 831.60 | 2.27 | 90.80 | 19.98 | 799.20 |
| 40 | Ea. 6 inch x 1 inch service saddle | 12.20 | 488.00 | 20.79 | 831.60 | 20.27 | 810.80 | 19.93 | 797.20 |
| 6 | Ea. Fire Hydrant (American Darling) | 1989.91 | 11939.46 | 1805.66 | 10833.96 | 1955.00 | 11730.00 | 2077.50 | 12465.00 |
| 200 | Ea. 3/4 inch splicer | 12.43 | 2486.00 | 12.82 | 2564.00 | 12.77 | 2554.00 | 12.61 | 2522.00 |
| 75 | Ea. 1 inch splicer | 14.21 | 1065.75 | 13.99 | 1049.25 | 14.61 | 1095.75 | 13.75 | 1031.25 |
| 50 | Ea. 1 1/2 inch splicer | 47.56 | 2378.00 | 49.31 | 2465.50 | 48.89 | 2444.50 | 48.48 | 2424.00 |
| 75 | Ea. 2 inch splicer | 64.24 | 4818.00 | 66.60 | 4995.00 | 66.00 | 4950.00 | 65.47 | 4910.25 |
| 125 | Ea. 3/4 inch coupling | 4.47 | 558.75 | 4.98 | 622.50 | 12.20 | 1525.00 | 11.99 | 1498.75 |
| 125 | Ea. 1 inch coupling | 5.92 | 740.00 | 6.59 | 823.75 | 13.76 | 1720.00 | 13.54 | 1692.50 |
| 75 | Ea. 1 1/4 inch coupling | 6.36 | 477.00 | 8.20 | 615.00 | 17.92 | 1344.00 | 17.62 | 1321.50 |
| 100 | Ea. 1 1/2 inch coupling | 7.66 | 766.00 | 9.17 | 917.00 | 20.26 | 2026.00 | 19.92 | 1992.00 |
| 75 | Ea. 2 inch coupling | 10.99 | 824.25 | 14.00 | 1050.00 | 25.14 | 1885.50 | 24.71 | 1853.25 |
| 125 | Ea. 3/4 inch coupling | 2.40 | 300.00 | 1.19 | 148.75 | 2.49 | 311.25 | 2.48 | 310.00 |
| 125 | Ea. 1 inch coupling | 3.12 | 390.00 | 1.38 | 172.50 | 3.24 | 405.00 | 3.23 | 403.75 |
| 75 | Ea. 1 1/4 inch coupling | 4.79 | 359.25 | 2.00 | 150.00 | 4.97 | 372.75 | 4.94 | 370.50 |
| 100 | Ea. 1 1/2 inch coupling | 4.94 | 494.00 | 2.50 | 250.00 | 5.13 | 513.00 | 510.00 | 51000.00 |
| 75 | Ea. 2 inch coupling | 6.42 | 481.50 | 3.34 | 250.50 | 6.67 | 500.25 | 6.63 | 497.25 |
| 75 | Ea. 3/4 inch corporation stop | 22.27 | 1670.25 | 22.95 | 1721.25 | 22.88 | 1716.00 | 22.57 | 1692.75 |
| 75 | Ea. 1 inch corporation stop | 33.67 | 2525.25 | 34.75 | 2606.25 | 34.60 | 2595.00 | 34.17 | 2562.75 |
| 50 | Ea. 1 1/2 inch corporation stop | 97.07 | 4853.50 | 98.51 | 4925.50 | 99.76 | 4988.00 | 99.17 | 4958.50 |
| 100 | Ea. 2 inch x 3/4 inch (compression) | 30.95 | 3095.00 | 32.83 | 3283.00 | 46.76 | 4676.00 | 46.45 | 4645.00 |
| TOTAL BID | | \$92,312.06 | | \$100,971.70 | | \$103,502.36 | | \$169,322.24 | |
| Error in extended total (*) | | (*) | | (*) | | (*) | | (*) | |
| Exceptions to Specifications | | Yes | | None Listed | | None Listed | | None Listed | |
| Days to Deliver after Receipt of Order | | 1-4 days | | 5 -7 days | | 2-5 days | | Stk 21 bus days | |
| Delivery | | F.O.B. Orange, TX | | F.O.B. Orange, TX | | F.O.B. Orange, TX | | F.O.B. Orange, TX | |
| Terms | | Net 30 Days | | Net 30 Days | | Net 30 Days | | Net 30 Days | |

**A RESOLUTION AWARDING A CONTRACT TO RURAL PIPE & SUPPLY
IN THE AMOUNT OF \$78,261.71 FOR THE PURCHASE OF WATER
SERVICE HARDWARE.**

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

That a contract for the purchase of water service hardware is hereby awarded to Rural Pipe & Supply on the basis of their bid meeting specifications in the amount of SEVENTY-EIGHT THOUSAND TWO HUNDRED SIXTY-ONE (\$78,261.71) AND 71/100 DOLLARS.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute said contract with Rural Pipe & Supply.

PASSED, APPROVED and ADOPTED on this the 10th day of March 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

MEMORANDUM

February 26, 2015

To: Jim Wolf, Director of Public Works

From: David L. Trahan, Manager of Water Utilities

Re: Water Service Hardware Bid



Based on the bid tabulations I received, and per the Bid Award Criteria, which states that the bid may be awarded in whole or in part as to serve the best interest of the City, and although there were errors in Rural Pipe Supply's calculations of (9) line items, they had agreed to honor corrected prices.

I recommend that **Rural Pipe Supply** be awarded the **partial** amount of their contract price, **less clamps**, in the amount of $(\$92,312.06 - \$14,050.35) = \underline{\$78,261.71}$. Rural Pipe Supply did not quote **Smith/Blair** brand clamps.

I further recommend that **MDN Enterprises** be awarded the **partial** amount of their contract price in the amount for the **clamps only**, of $(\$169,322.24 - \$150,741.90) = \underline{\$18,580.34}$.

MDN Enterprises were the low bidder on **Smith/Blair** brand clamps between the other (3) bidders which did quote **Smith/Blair** clamps.

Thank you,

David L. Trahan, Manager of Water Utilities

David L. Trahan, Manager of Water Utilities

BID TABULATION - WATER SERVICE HARDWARE BID (LOW LEAD)

Bid Opening - February 18, 2015 at 2:30 P.M.

| EST. QTY. | DESCRIPTION | Rural Pipe & Supply | | HD Supply | | Act Pipe & Supply | | MDN Enterprises | |
|--------------|---|---------------------|---------|-----------------|---------|-------------------|---------|------------------|---------|
| | | Jasper, Texas | | Beaumont, Texas | | Beaumont, Texas | | New Caney, Texas | |
| | | Unit | Total | Unit | Total | Unit | Total | Unit | Total |
| 600 | L.F. 2 inch service tubing | 1.00 | 600.00 | 1.09 | 654.00 | 1.00 | 600.00 | 1.12 | 672.00 |
| 600 | L.F. 1 1/2 inch service tubing | 0.59 | 354.00 | 0.63 | 378.00 | 0.59 | 354.00 | 0.68 | 408.00 |
| 900 | L.F. 1 inch service tubing | 0.29 | 261.00 | 0.32 | 288.00 | 0.31 | 279.00 | 0.34 | 306.00 |
| 1000 | L.F. 3/4 inch service tubing | 0.18 | 180.00 | 0.19 | 190.00 | 0.19 | 190.00 | 0.21 | 210.00 |
| 200 | Ea. 3/4 inch curb stop w/meter swizel | 30.67 | 6134.00 | 31.97 | 6394.00 | 31.21 | 6242.00 | 32.11 | 6422.00 |
| 200 | Ea. 3/4 inch curb stop w/iron pipe threads | 22.96 | 4592.00 | 23.98 | 4796.00 | 23.61 | 4722.00 | 23.58 | 4716.00 |
| 50 | Ea. 1 inch curb stop with iron pipe threads | 40.54 | 2027.00 | 40.52 | 2026.00 | 41.63 | 2081.50 | 57.24 | 2862.00 |
| 25 | Ea. 3/4 inch gate valve | 7.26 | 181.50 | 7.76 | 194.00 | 7.39 | 184.75 | 27.80 | 695.00 |
| 50 | Ea. 1 1/2 inch gate valve | 17.70 | 885.00 | 20.84 | 1042.00 | 11.08 | 554.00 | 90.21 | 4510.50 |
| 75 | Ea. 2 inch gate valve | 27.00 | 2025.00 | 31.42 | 2356.50 | 29.97 | 2247.75 | 124.59 | 9344.25 |
| 200 | Ea. 3/4 inch copper to iron adapter | 10.20 | 2040.00 | 10.50 | 2100.00 | 10.49 | 2098.00 | 10.33 | 2066.00 |
| 100 | Ea. 1 inch copper to iron adapter | 12.09 | 1209.00 | 12.43 | 1243.00 | 12.42 | 1242.00 | 12.22 | 1222.00 |
| 100 | Ea. 1 1/2 inch copper to iron adapter | 33.11 | 3311.00 | 34.33 | 3433.00 | 34.02 | 3402.00 | 33.75 | 3375.00 |
| 100 | Ea. 2 inch copper to iron adapter | 48.25 | 4825.00 | 50.02 | 5002.00 | 49.58 | 4958.00 | 49.16 | 4916.00 |
| 250 | Ea. .625 inch x 3/4 inch meter coupling | 6.62 | 1655.00 | 6.00 | 1500.00 | 4.39 | 1097.50 | 6.27 | 1567.50 |
| 100 | Ea. 1 inch meter coupling | 10.20 | 1020.00 | 9.00 | 900.00 | 5.75 | 575.00 | 9.65 | 965.00 |
| 2,500 | Ea. 3/4 inch meter gasket | 0.04 | 102.50 | 0.10 | 250.00 | 0.05 | 125.00 | 0.26 | 650.00 |
| 200 | Ea. Meter Box (plastic) D-1200-Body | 7.43 | 1486.00 | 7.34 | 1468.00 | 7.79 | 1558.00 | 7.66 | 1532.00 |
| 100 | Ea. Lid (plastic) (Blue color) | 5.49 | 549.00 | 6.67 | 667.00 | 5.83 | 583.00 | 5.73 | 573.00 |
| 100 | Ea. Lid (plastic) (Green color) | 5.01 | 501.00 | 7.90 | 790.00 | 5.56 | 556.00 | 5.47 | 547.00 |
| 75 | Ea. 1/2 inch x 3 inch ready repair clamp | 6.94 | 520.50 | 5.79 | 434.25 | 5.65 | 423.75 | 5.56 | 417.00 |
| 75 | Ea. 3/4 inch x 3 inch ready repair clamp | 7.17 | 537.75 | 5.90 | 442.50 | 5.75 | 431.25 | 5.66 | 424.50 |
| 100 | Ea. 1 inch x 3 inch ready repair clamp | 7.57 | 757.00 | 6.45 | 645.00 | 6.28 | 628.00 | 6.18 | 618.00 |
| 75 | Ea. 1 1/4 inch x 3 inch ready repair clamp | 7.99 | 599.25 | 6.63 | 497.25 | 6.46 | 484.50 | 6.36 | 477.00 |
| 100 | Ea. 1 1/2 inch x 3 inch ready repair clamp | 8.38 | 838.00 | 7.12 | 712.00 | 6.94 | 694.00 | 6.83 | 683.00 |
| 100 | Ea. 2 inch x 3 inch ready repair clamp | 9.16 | 916.00 | 7.78 | 778.00 | 7.58 | 758.00 | 7.46 | 746.00 |
| 200 | Ea. 2 inch x 7 1/2 inch clamp | 28.86 | 5772.00 | 45.02 | 9004.00 | 43.90 | 8780.00 | 43.15 | 8630.00 |
| 20 | Ea. 4 inch x 7 1/2 inch clamp | 37.82 | 756.40 | 58.75 | 1175.00 | 57.29 | 1145.80 | 56.31 | 1126.20 |
| 20 | Ea. 6 inch x 7 1/2 inch clamp | 44.64 | 892.80 | 71.77 | 1435.40 | 69.99 | 1399.80 | 68.79 | 1375.80 |
| 20 | Ea. 6 inch x 7 1/2 inch clamp | 44.64 | 892.80 | 72.85 | 1457.00 | 71.04 | 1420.80 | 69.82 | 1396.40 |
| 10 | Ea. 8 inch x 7 1/2 inch clamp | 52.40 | 524.00 | 85.87 | 858.70 | 83.74 | 837.40 | 82.30 | 823.00 |
| 2 | Ea. 10 inch x 7 1/2 inch clamp | 72.37 | 144.74 | 158.43 | 316.86 | 101.91 | 203.82 | 100.16 | 200.32 |
| 2 | Ea. 10 inch x 7 1/2 inch clamp | 72.37 | 144.74 | 163.21 | 326.42 | 104.08 | 208.16 | 102.29 | 204.58 |
| 1 | Ea. 12 inch x 7 1/2 inch clamp | 77.68 | 77.68 | 124.55 | 124.55 | 121.46 | 121.46 | 119.37 | 119.37 |
| 2 | Ea. 12 inch x 7 1/2 inch clamp | 86.34 | 172.68 | 172.48 | 344.96 | 117.11 | 234.22 | 165.30 | 330.60 |
| 1 | Ea. 14 inch x 7 1/2 inch clamp | 165.11 | 165.11 | 328.39 | 328.39 | 313.91 | 313.91 | 308.49 | 308.49 |
| 1 | Ea. 16 inch x 7 1/2 inch clamp | 169.45 | 169.45 | 352.42 | 352.42 | 343.68 | 343.68 | 337.74 | 337.74 |
| 1 | Ea. 18 inch x 7 1/2 inch clamp | 169.45 | 169.45 | 378.09 | 378.09 | 368.71 | 368.71 | 362.34 | 362.34 |
| 200 | Ea. 3/4 inch sleeve | 0.82 | 164.00 | 2.24 | 448.00 | 1.14 | 228.00 | 1.87 | 374.00 |
| 75 | Ea. 3/4 inch ell | 1.32 | 99.00 | 2.24 | 168.00 | 0.60 | 45.00 | 0.98 | 73.50 |

| | | | | | | | | | |
|--|--------------------------------------|--------------------|----------|---------------------|----------|---------------------|----------|---------------------|----------|
| 50 | Ea. 1 inch ell | 1.61 | 80.50 | 2.81 | 140.50 | 0.97 | 48.50 | 1.58 | 79.00 |
| 25 | Ea. 2 inch ell | 2.29 | 57.25 | 4.83 | 120.75 | 1.68 | 42.00 | 2.73 | 68.25 |
| 75 | Ea. 3/4 inch x 4 inch nipple | 0.63 | 47.25 | 0.66 | 49.50 | 0.39 | 29.25 | 0.66 | 49.50 |
| 75 | Ea. 3/4 inch x 6 inch nipple | 0.86 | 64.50 | 0.91 | 68.25 | 0.54 | 40.50 | 0.89 | 66.75 |
| 150 | Ea. 2 inch x 6 inch nipple | 2.39 | 358.50 | 2.51 | 376.50 | 1.48 | 222.00 | 2.47 | 370.50 |
| 200 | Ea. 2 inch sleeve | 2.84 | 568.00 | 6.93 | 1386.00 | 2.09 | 418.00 | 3.39 | 678.00 |
| 200 | Ea. 3/4 inch sleeve | 0.91 | 182.00 | 0.97 | 194.00 | 0.93 | 186.00 | 0.89 | 178.00 |
| 75 | Ea. 3/4 inch ell | 0.67 | 50.25 | 0.72 | 54.00 | 0.68 | 51.00 | 0.66 | 49.50 |
| 50 | Ea. 1 inch ell | 1.25 | 62.50 | 1.34 | 67.00 | 1.28 | 64.00 | 1.23 | 61.50 |
| 25 | Ea. 2 inch ell | 4.24 | 106.00 | 4.51 | 112.75 | 4.34 | 108.50 | 4.14 | 103.50 |
| 75 | Ea. 3/4 inch x 4 inch nipple | 0.63 | 47.25 | 0.70 | 52.50 | 0.65 | 48.75 | 0.65 | 48.75 |
| 75 | Ea. 3/4 inch x 6 inch nipple | 0.90 | 67.50 | 1.00 | 75.00 | 0.93 | 69.75 | 0.92 | 69.00 |
| 25 | Ea. 1 inch x 6 inch nipple | 1.19 | 29.75 | 1.32 | 33.00 | 1.22 | 30.50 | 1.22 | 30.50 |
| 25 | Ea. 1 1/4 inch x 6 inch nipple | 1.50 | 37.50 | 1.67 | 41.75 | 1.55 | 38.75 | 1.54 | 38.50 |
| 25 | Ea. 1 1/2 inch x 6 inch nipple | 1.80 | 45.00 | 2.00 | 50.00 | 1.86 | 46.50 | 1.84 | 46.00 |
| 150 | Ea. 2 inch x 6 inch nipple | 2.50 | 375.00 | 2.78 | 417.00 | 2.58 | 387.00 | 2.55 | 382.50 |
| 200 | Ea. 2 inch sleeve | 3.42 | 684.00 | 3.64 | 728.00 | 3.49 | 698.00 | 3.34 | 668.00 |
| 40 | Ea. 6 inch x 3/4 inch service saddle | 12.20 | 488.00 | 20.79 | 831.60 | 2.27 | 90.80 | 19.98 | 799.20 |
| 40 | Ea. 6 inch x 1 inch service saddle | 12.20 | 488.00 | 20.79 | 831.60 | 20.27 | 810.80 | 19.93 | 797.20 |
| 6 | Ea. Fire Hydrant (American Darling) | 1989.91 | 11939.46 | 1805.66 | 10833.96 | 1955.00 | 11730.00 | 2077.50 | 12465.00 |
| 200 | Ea. 3/4 inch splicer | 12.43 | 2486.00 | 12.82 | 2564.00 | 12.77 | 2554.00 | 12.61 | 2522.00 |
| 75 | Ea. 1 inch splicer | 14.21 | 1065.75 | 13.99 | 1049.25 | 14.61 | 1095.75 | 13.75 | 1031.25 |
| 50 | Ea. 1 1/2 inch splicer | 47.56 | 2378.00 | 49.31 | 2465.50 | 48.89 | 2444.50 | 48.48 | 2424.00 |
| 75 | Ea. 2 inch splicer | 64.24 | 4818.00 | 66.60 | 4995.00 | 66.00 | 4950.00 | 65.47 | 4910.25 |
| 125 | Ea. 3/4 inch coupling | 4.47 | 558.75 | 4.98 | 622.50 | 12.20 | 1525.00 | 11.99 | 1498.75 |
| 125 | Ea. 1 inch coupling | 5.92 | 740.00 | 6.59 | 823.75 | 13.76 | 1720.00 | 13.54 | 1692.50 |
| 75 | Ea. 1 1/4 inch coupling | 6.36 | 477.00 | 8.20 | 615.00 | 17.92 | 1344.00 | 17.62 | 1321.50 |
| 100 | Ea. 1 1/2 inch coupling | 7.66 | 766.00 | 9.17 | 917.00 | 20.26 | 2026.00 | 19.92 | 1992.00 |
| 75 | Ea. 2 inch coupling | 10.99 | 824.25 | 14.00 | 1050.00 | 25.14 | 1885.50 | 24.71 | 1853.25 |
| 125 | Ea. 3/4 inch coupling | 2.40 | 300.00 | 1.19 | 148.75 | 2.49 | 311.25 | 2.48 | 310.00 |
| 125 | Ea. 1 inch coupling | 3.12 | 390.00 | 1.38 | 172.50 | 3.24 | 405.00 | 3.23 | 403.75 |
| 75 | Ea. 1 1/4 inch coupling | 4.79 | 359.25 | 2.00 | 150.00 | 4.97 | 372.75 | 4.94 | 370.50 |
| 100 | Ea. 1 1/2 inch coupling | 4.94 | 494.00 | 2.50 | 250.00 | 5.13 | 513.00 | 510.00 | 51000.00 |
| 75 | Ea. 2 inch coupling | 6.42 | 481.50 | 3.34 | 250.50 | 6.67 | 500.25 | 6.63 | 497.25 |
| 75 | Ea. 3/4 inch corporation stop | 22.27 | 1670.25 | 22.95 | 1721.25 | 22.88 | 1716.00 | 22.57 | 1692.75 |
| 75 | Ea. 1 inch corporation stop | 33.67 | 2525.25 | 34.75 | 2606.25 | 34.60 | 2595.00 | 34.17 | 2562.75 |
| 50 | Ea. 1 1/2 inch corporation stop | 97.07 | 4853.50 | 98.51 | 4925.50 | 99.76 | 4988.00 | 99.17 | 4958.50 |
| 100 | Ea. 2 inch x 3/4 inch (compression) | 30.95 | 3095.00 | 32.83 | 3283.00 | 46.76 | 4676.00 | 46.45 | 4645.00 |
| TOTAL BID | | \$92,312.06 | | \$100,971.70 | | \$103,502.36 | | \$169,322.24 | |
| Error in extended total (*) | | (*) | | (*) | | (*) | | (*) | |
| Exceptions to Specifications | | Yes | | None Listed | | None Listed | | None Listed | |
| Days to Deliver after Receipt of Order | | 1-4 days | | 5 -7 days | | 2-5 days | | Stk 21 bus days | |
| Delivery | | F.O.B. Orange, TX | | F.O.B. Orange, TX | | F.O.B. Orange, TX | | F.O.B. Orange, TX | |
| Terms | | Net 30 Days | | Net 30 Days | | Net 30 Days | | Net 30 Days | |

A RESOLUTION AWARDING A CONTRACT TO MDN ENTERPRISES IN THE AMOUNT OF \$18,580.34 FOR THE PURCHASE OF WATER SERVICE HARDWARE CLAMPS.

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

That a contract for the purchase of water service hardware clamps is hereby awarded to MDN Enterprises on the basis of their bid meeting specifications in the amount of EIGHTEEN THOUSAND FIVE HUNDRED EIGHTY (\$18,580.34) AND 34/100 DOLLARS.

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

PASSED, APPROVED and ADOPTED on this the 10th day of March 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney



Charles E. Reed & Associates, P.C.

Certified Public Accountants & Consultants

Member

American Institute of
Certified Public Accountants

Texas Society of
Certified Public Accountants

AICPA Private
Companies Practice Section

February 11, 2015

Honorable Mayor and City Council
City of Orange, Texas
Orange, Texas

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Orange, Texas for the year ended September 30, 2014. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and OMB Circular A-133), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated October 29, 2014. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2013-2014. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the City's financial statements was depreciation

Management's estimate of the depreciation is based on historical useful lives of the assets. We evaluated the key factors and assumptions used to develop the depreciation in determining that it

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Beaumont

6850 Phelan Boulevard
Beaumont, Texas 77706
(409) 833-8986 • Fax: (409) 833-4486

Port Arthur

3636 Professional Drive
Port Arthur, Texas 77642
(409) 983-3277 • Fax: (409) 983-3270

Silsbee

295 Hwy. 327 East
Silsbee, Texas 77656
(409) 385-2806 • Fax: (409) 385-4338

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 11, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to RSI, which are (is) required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the use of Commissioners and management of the City of Orange, Texas and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Charles E. Reed and Associates, P.C.
Certified Public Accountants and Consultants
Port Arthur, Texas

MOTION

Motion acknowledging receipt of the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2014, receipt of the Federal Single Audit Reports for the Fiscal Year ending September 30, 2014 and receipt of the Final Communication with Governance from Charles E. Reed and Associates, P.C., as required by Section 3.14 of the Charter of the City of Orange.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

March 10, 2015

MEMORANDUM

To: Dr. Shawn Oubre Ph.D., City Manager
From: Kelvin Knauf, Director of Planning and Community Development *KEK*
Subject: Appointments to the Board of Adjustments
Date: February 25, 2015

Background

The terms of the Board of Adjustment members have expired. Jamie Wilson, Elgin Browning, Dorothy Brandon, Edward Freiberg and Ruth Hancock have all been contacted to see if they are willing to continue serving on the Board and all said they would be willing to keep serving if re-appointed. In 1979, the City Council passed a resolution limiting the number of years a person can serve on any board or commission to eight continuous years. If re-appointed, Jamie Wilson's term would expire on September 11, 2015. However, the resolution also allows the City Council to appoint someone to serve more than eight years if the Council finds that "such appointment is necessary to meet the requirements of that position." A copy of the resolution is attached.

Since there are currently two vacancies on the Board, if neither of the vacancies are filled and Jamie is no longer on the Board after September 11 then that would leave four remaining members. We would have a quorum only if all four remaining members attend the meetings. Elgin Browning is out of the country much of the time so there is a very real possibility that we could not get a quorum of the BOA after September 11th unless Council extends Jamie Wilson's term where she can serve more than eight years.

Recommendation

I recommend that the City Council appoint the current Board of Adjustments members to another term. I further recommend that the Council find that the term of Jamie Wilson is necessary to meet the requirements of the position for a full two-year term rather than expiring on September 11, 2015.

A RESOLUTION ESTABLISHING THE TERM OF OFFICE A PERSON CAN SERVE ON ANY BOARD OR COMMISSION IN THE CITY OF ORANGE, TEXAS.

WHEREAS, the City Council finds it to be in the best interest of the citizens of Orange to provide opportunities for the maximum number of people to serve on the advisory boards and commissions of the City and thus to take an active part in their city government; and

WHEREAS, the City Council wishes to establish a policy for the rotation of such appointment; now therefore

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

That no person shall be reappointed to any board or commission of the City of Orange after having served eight (8) continuous years unless the City Council shall specifically find that such reappointment is necessary to meet the requirements of that position.

PASSED, APPROVED and ADOPTED on this the 10th day of July, 1979.


Major Luman, Jr., Mayor

ATTEST:


Mavis McClure, City Secretary

MOTION

Motion reappointing Jamie Wilson, Elgin Browning, Dorothy Brandon, Edward Freiberg, and Ruth Hancock to the Board of Adjustment for terms ending December 31, 2016.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

March 10, 2015

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

February 27, 2015

To: Dr. Shawn Oubre, City Manager

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

Re: Recondition Basketball Courts
Solomon-Johnson Park

Staff is currently working on several Parks projects that Council had approved to move forward on at this time. The reconditioning of the basketball/tennis courts at Solomon-Johnson Park was one of the projects that was determined to be funded by the 2014 Park Capital account. The balance remaining in 001-569-4310 at the end of the 2014 budget year was \$70,540.

Based on the attached quotes obtained to perform the required work approximately \$30,000 will be needed to fund the project. We respectfully request that \$30,000 be approved for a future budget amendment allowing the expenditure of funds at this time. If you agree please place on the next Council's agenda.

Concrete Resurfacing Specialties

4595 Detroit - Beaumont, TX 77703
(409)892-8201

Proposal / Invoice

Contract

Customer

Name City of Orange
Address 303 n 8th st.
City Orange State Tx ZIP 77631
Phone

Job Info

Date 2/10/2015
Invoice No. Proposal
Rep Lee Crabbe

| Qty/Sq Ft | Description | Unit Price | TOTAL |
|-----------|---|--------------|--------------|
| 1 | Remove paint, clean and pressure wash the old tennis courts. Layout one full basketball court and two half courts. | \$ 10,050.00 | \$ 10,050.00 |
| 1 | Repair all cracks on existing basketball court then apply Sundek cement coating in solid texture. Layout and paint regulation lines for both goals with no sides lines. | \$ 13,250.00 | \$ 13,250.00 |

SubTotal \$ 23,300.00

Shipping

Payment

Check

Check # _____
Name _____
CC # _____
Expires _____
Comments _____

Tax Rate(s)

TOTAL \$ 23,300.00

Proposal

All material is guaranteed to be as specified. Due to inherent movement in concrete and wooden structures, no guarantee, either expressed or implied is hereby granted concerning cracks in coating materials or indentations in surface materials causing low spots in the affected area. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate and agreements.

Authorized Signature
Concrete Resurfacing Specialties

Authorized Client Signature

Ceaser's Concrete Construction

2340 East Lucas

Beaumont, Texas 77703

409-898-3051

Proposal

2/8/2015

City of Orange

303 N. 8th St.

Orange, Texas 77631

Job Name – Basketball Court

Job Description –

1. Strip concrete of paint and pressure wash tennis court. Transform tennis courts into one basketball court with two half courts.
2. Grind out then urethane cracks on existing basketball court and resurface with textured overlay. Mark and paint shooting lanes etc. for one full court.

We propose hereby to furnish material and labor complete in accordance with these specifications for the sum of \$ 27,877.00 dollars.

(Twenty-seven thousand eight hundred seventy seven dollars).

Extra costs will be added if any changes have to be made. This proposal may be withdrawn by us if not accepted within thirty (30) days.

MOTION

Motion authorizing a budget amendment in the amount of \$30,000.00 from the 2014 Park Capital Account for the reconditioning of the basketball/tennis courts at Solomon-Johnson Park, to be formally approved by ordinance when the next Budget Amendment is adopted.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

March 10, 2015