

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

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

- | | | | |
|---|--|----|------------------------|
| 1. CALL TO ORDER | | | Mayor |
| 2. INVOCATION and PLEDGE OF ALLEGIANCE | | | Council Member McKenna |
| 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) March 4, 2015 Special Call City Council Meeting | | 5 | Mayor/Council |
| b) March 10, 2015 City Council Meeting | | 7 | 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) Gift of Life Tobacco Control Coalition of Southeast Texas "Lock Up" Tobacco Day | | 12 | Mayor/Council |
| b) Fair Housing Month | | 13 | Mayor/Council |

7. PRESENTATION

- a) Presentation by Jim Gilley of U.S. Capital Advisors LLC, financial advisors to the City, as to the proposed City of Orange, Texas General Obligation Refunding Bonds, Series 2015 (the "Bonds") for the purpose of refunding certain outstanding tax-exempt debt obligations of the City (the "Refunded Obligations").

Staff: Jim Gilley, U.S.
Capital Advisors LLC

8. DISCUSSION/ACTION

- a) Consideration and possible action in accordance with §1207.007, Texas Government Code, as amended to delegate to a designated pricing officer (the "Pricing Officer") the authority to determine the principal amount of the Bonds to be issued and negotiate the terms of the sale thereof, and to select the specific maturities, in whole or in part, of the Refunded Obligations to be refunded to (1) authorize bonds in an amount not to exceed \$2,000,000, (2) achieve a present value debt service savings of two (2%) or greater to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer and (3) have a maximum maturity for the Bonds which shall not exceed August 1, 2019.

Staff: Guy Goodson, Germer
PLLC

9. ORDINANCES

- a) Consider an ordinance authorizing the issuance of City of Orange, Texas General Obligation Refunding Bonds, Series 2015; specifying the terms and features of said bonds; providing for the payment of said bonds by the levy of a continuing direct annual ad valorem tax upon all taxable property within the city; delegating matters related to the sale and issuance of the bonds to an authorized city official; providing for the redemption of certain outstanding obligations of the city; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds including the approval and execution of a paying agent/registrars agreement and a private placement agreement/memorandum; and providing an effective date.

14

Staff: Guy Goodson, Germer
PLLC

10. DISCUSSION/ACTION

- a) Consideration and possible action to authorize U.S. Capital Advisors LLC as financial advisors to the City to prepare solicitations and secure pricing within the designated parameters as approved by the City for the Bonds and to be incorporated into the Pricing Certificate and within a Private Placement Agreement/Memorandum.

Staff: Guy Goodson, Germer
PLLC

- b) Consideration and possible action to authorize Mayor, City Secretary and/or other City officials to execute and deliver such certificates, agreements, affidavits, notices and documents as may be necessary to proceed with the issuance and sale of the City of Orange, Orange County, Texas General Obligation Refunding Bonds, Series 2015 and authorizing said Mayor, City Secretary and/or other City officials to take such action as may be necessary for the issuance and sale of said Bonds. Staff: Guy Goodson, Germer PLLC
- c) Consideration and possible action to approve Bond Counsel engagement with Germer PLLC. 42 Staff: Guy Goodson, Germer PLLC

11. RESOLUTIONS

- a) Consider a resolution authorizing the purchase of an H2OFUN seven (7) feature water spray park equipment package from All Play, Inc. for the amount of \$34,982.00. 45 Staff: Wolf
- b) Consider a resolution awarding a contract to APAC - Texas, Inc. in the amount of \$135,842.00 for the road overlay of Huntsman Street and Bassett Street. 58 Staff: Wolf

12. 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. 61 Staff: Charles E. Reed and Associates, P.C.
- b) Consider a motion appointing Ryan Crowell to the Board of Adjustment for a term ending December 31, 2016. 64 Staff: Knauf

13. REPORTS

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

14. ADJOURN TO CLOSED EXECUTIVE SESSION

- a) Deliberation with City Attorney pursuant to Chapter 551 of the Texas Government Code:
 - (1) Deliberation regarding the purchase, exchange, lease or value of real property as authorized by subsection 551.072 involving the City Hall Campus. Mayor/Council

15. RECONVENE IN OPEN SESSION

a) Take action as necessary regarding item 14 a (1) above.

Mayor/Council

16. ADJOURNMENT

STATE OF TEXAS }
COUNTY OF ORANGE }

March 4, 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 Wednesday, March 4, 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
John Cash Smith City Attorney

STAFF MEMBERS ABSENT: None

Mayor Sims called the meeting to order at 8:00 A.M.

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

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

RESOLUTIONS

RESOLUTION ORDERING A SPECIAL ELECTION FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR SINGLE-MEMBER DISTRICT 2 (FOR A ONE-YEAR TERM TO FILL A VACANCY); PROVIDING FOR THE DATE, DEADLINE TO FILE, HOURS, BALLOT, EARLY VOTING CLERK AND NOTICE OF ELECTION; PROVIDING FOR POLLING PLACES, JUDGES AND PAY, PROVIDING FOR OTHER MATTERS RELATING TO THE CITY ELECTION; ORDERING A RUN-OFF ELECTION, IF NECESSARY, TO BE HELD ON JUNE 20, 2015; AND

DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

Mr. Smith briefed Council on the process to fill a vacancy when a council member resigns to run for another position on Council. Per the City Charter, Council Member Ferguson has to resign, no formal resignation is needed. This causes a vacancy in Single-Member District 2. There is an Attorney General’s Opinion No. JC-0318 that addresses these issues (Georgetown). The vacant position will be for a one year period. Council Member Ferguson will hold over his seat until a successor is named.

Dr. Oubre advised the deadline to file for a position on the ballot for Single-Member District 2 is March 25, 2015.

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 Mello and Council Member Spears

COUNCIL MEMBERS VOTING NO: Council Member Bellfield

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-21.

ADJOURNMENT

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

The meeting adjourned at 8:12 A.M.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

STATE OF TEXAS }
COUNTY OF ORANGE }

March 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, March 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
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
Kelly Griffin	Police Evidence & ID Tech
John Cash Smith	City Attorney

STAFF MEMBERS ABSENT: None

Mayor Sims called the meeting to order at 9:00 A.M.

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

APPROVAL OF MINUTES

Council Member Bellfield moved to approve the minutes of the February 24, 2015 Regular Meeting of the City Council. Second to the motion was made by Council Member Spears which carried unanimously.

CITIZEN COMMENTS

Henry Lowe, 106 W. Dewey Avenue, advised he has received several calls regarding Solomon-Johnson Park wanting clarification of the use of the \$30,000.00 for this project.

Keith Brice, 3322 Ridgemont, encouraged citizens to participate in the "Run Your BASS Off 5K" on Saturday, March 21, 2015. The route will highlight downtown Orange. Citizens can walk or run. The proceeds will go to "Cure Starts Now" which is a children's foundation to fight cancer.

Ashley Mahana, Convention and Visitors Bureau Coordinator, invited citizens to attend the "13th Annual Art in the Park" on Saturday, March 21, 2015 from 10:00 A.M. until 5:00 P.M. in Stark Park.

John Gauthier, Greater Orange Area Chamber of Commerce, invited citizens to attend the BASS Masters Elite Series Thursday, March 19th through Sunday March 22nd. He thanked the City of Orange for all its support.

PROCLAMATION

A proclamation observing American Red Cross Month was accepted by members of the American Red Cross.

Larry David advised there will no longer be an Orange County Chapter. It will be combined with neighboring Chapters.

RESOLUTIONS

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.

Mayor Pro Tem Beauchamp 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 2015-22.

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

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 2015-23.
RESOLUTION AWARDDING A CONTRACT TO MDN ENTERPRISES IN THE AMOUNT OF \$18,580.34 FOR THE PURCHASE OF WATER SERVICE HARDWARE CLAMPS.

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 2015-24.

DISCUSSION/ACTION

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.

The above item on the agenda was TABLED.

MOTION REAPPOINTING JAMIE WILSON, ELGIN BROWNING, DOROTHY BRANDON, EDWARD FREIBERG, AND RUTH HANCOCK TO THE BOARD OF ADJUSTMENT FOR TERMS ENDING DECEMBER 31, 2016.

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

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.

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

COUNCIL MEMBERS VOTING AYE:

Mayor Sims, Mayor Pro Tem

Beauchamp, Council Member
Ferguson, Council Member Bellfield,
Council Member McKenna and
Council Member Spears

COUNCIL MEMBERS VOTING NO:

Council Member Mello

CITY MANAGER REPORT

Dr. Oubre advised there will be road closures along Bob Hall Road from March 14th through June 14th.

CITY COUNCIL REPORT

Mayor Pro Tem Beauchamp encouraged citizens to attend the "13th Annual Art in the Park" and the BASS Masters Elite Series the weekend of March 21st. She also encouraged citizens to clean up Orange. She enjoyed attending Golden Triangle Days in Austin. She advised there are a lot of positive things happening in Orange.

Council Member Ferguson advised Spring Break is next week and there will be more children out. He encouraged citizens to attend the "2nd Annual Fishing Tournament" sponsored by the Orange Jazz Company on April 4, 2015 at the Orange Boat Ramp. He advised Simon Outfitters Tackle & Hunting will sponsor an event, "Meet and Greet with Bassmaster Elite Anglers", on March 14, 2015 from 11:00 A.M. - 4:00 P.M.

Council Member Bellfield thanked the ladies who helped her at Golden Triangle Days in Austin. She encouraged citizens to shop Orange first. She thanked Mr. Trahan for sending a letter to Greyhound Bus regarding a bus stop in Orange. She asked for prayers for Mr. Mondale.

Council Member McKenna encouraged citizens to attend the BASS Masters Elite Series.

Council Member Mello also encouraged citizens to attend the BASS Masters Elite Series. The event is good for Orange. He advised it is things like the American Red Cross, Greater Orange Chamber of Commerce, BASS Masters Elite Series, individuals who serve on City boards that make Orange such a great City.

Council Member Spears advised he seconds what everyone else commented on. He advised the elections are upcoming and wanted everyone to be aware to do what is right for the City and for the children.

Mayor Sims thanked Rick Lewandowski and Shangri La Botanical Gardens and Nature Center for sponsoring the 20th Annual Community Trash Off. It was a great event. He also advised the Golden Triangle Days in Austin was a great event. He is looking forward to the BASS Masters Elite Series.

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 9:51 A.M.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

Proclamation

OFFICE OF THE MAYOR

City of Orange

WHEREAS March 18, 2015 is **National Kick Butts Day**, a national day of activism that encourages youth and adults to “stand up and speak out” against tobacco usage; and

WHEREAS in conjunction with Kick Butts Day, the Gift of Life launched its anti-tobacco initiative, the **Tobacco Control Coalition of Southeast Texas**, to heighten awareness of its efforts. The Tobacco Control Coalition of Southeast Texas will profile the healthcare hazards of tobacco during March through its “**Lock Up Tobacco**” Campaign, using a POD container, outfitted with educational materials and flanked by colorful locks for participants to symbolically “lock up” tobacco; and

WHEREAS the Gift of Life Tobacco Control Coalition of Southeast Texas will seek to prevent the initiation of tobacco products among young people and adults; reduce the appeal and acceptability of tobacco use; implement tobacco cessation initiatives; reduce secondhand smoke exposure, which will contribute to reductions in tobacco-related disease and deaths; and

WHEREAS tobacco remains the number one cause of preventable death, killing 480,000 people in the United States each year and one-third of all cancer deaths are attributed to tobacco products. More than 2,800 children try their first cigarette each day, and it is estimated that more than 5.6 million children will ultimately die from smoking, unless rates decline; and

WHEREAS the tobacco industry spends more than 24 million dollars each day on marketing and advertising, which directly contributes to the number of children who try smoking and become regular smokers. Tobacco costs the U.S. approximately 170 billion in healthcare expenditures and \$151 billion in lost productivity each year; and

WHEREAS the Gift of Life implemented its **Don’t Smoke Your Life Away** Tobacco Program in 2004 to combat the tobacco industry’s influence and outreach on area youth and to reduce the harm caused by tobacco to Southeast Texas;

NOW THEREFORE I, Jimmy Sims, Mayor of the City of Orange, Texas, do hereby proclaim Tuesday, March 24, 2015 as the

GIFT OF LIFE TOBACCO CONTROL COALITION OF SOUTHEAST TEXAS “LOCK UP” TOBACCO DAY

in the City of Orange.

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 24TH day of March, 2015.

Jimmy Sims, Mayor

P roclamation

OFFICE OF THE MAYOR

City of Orange

WHEREAS

the National Fair Housing Act of 1968 prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS

the principle of fair housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS

the forty-seventh anniversary of the National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans;

NOW THEREFORE

I, Jimmy Sims, Mayor of the City of Orange, Texas, do hereby proclaim the month of April as

FAIR HOUSING MONTH

in the City of Orange and do hereby urge all the citizens of this municipality to become aware of and support the Fair Housing Law.

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 24th day of March, 2015.

Jimmy Sims, Mayor

AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ORANGE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015; SPECIFYING THE TERMS AND FEATURES OF SAID BONDS; PROVIDING FOR THE PAYMENT OF SAID BONDS BY THE LEVY OF A CONTINUING DIRECT ANNUAL AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY; DELEGATING MATTERS RELATED TO THE SALE AND ISSUANCE OF THE BONDS TO AN AUTHORIZED CITY OFFICIAL; PROVIDING FOR THE REDEMPTION OF CERTAIN OUTSTANDING OBLIGATIONS OF THE CITY; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID BONDS INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PRIVATE PLACEMENT AGREEMENT/MEMORANDUM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Orange, Texas (the “City”) currently has outstanding obligations (hereinafter collectively called the “Refunded Obligations”), to wit:

City of Orange, Texas, General Obligation Refunding Bonds, Series 2005 dated July 1, 2005;

WHEREAS, pursuant to the provisions of Chapter 1207 of the Texas Government Code, as amended, the City Council of the City is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the City shall by this Ordinance, in accordance with the provisions of §1207.007, Texas Government Code, as amended, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of Bonds to be issued and negotiate the terms of sale thereof and to select the specific maturities, in whole or in part, of the Refunded Obligations to be refunded; and

WHEREAS, the City Council hereby finds and determines that it is a public purpose and in the best interests of the City to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms to be included in a pricing certificate (the “Pricing Certificate”) to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of §1207.007, Texas Government Code, as amended;

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

SECTION 1: Authorization - Series Designation - Principal Amount - Purpose - Bond Date. General obligation refunding bonds of the City shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title “CITY OF ORANGE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015” (herein referred to as the “Bonds”), for the purpose of providing funds for the discharge and final payment of certain obligations of the City (described in the preamble hereof [and finally identified in the Pricing Certificate] and referred to as the “Refunded Obligations”) and to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1207, as amended. The Bonds shall be dated (the “Bond Date”) as provided in the Pricing Certificate.

SECTION 2: Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and (other than the Initial Bonds referenced in this Ordinance) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R” and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the details as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized by §1207.007, Texas Government Code, as amended, the Mayor or City Manager (either, a “Pricing Officer”) is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities or series in whole or in part of the Refunded Obligations to be refunded, determining the aggregate principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount or Maturity Amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the record date, the compounding dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, the designation of a paying agent/registrars, the designation of an agent satisfying the requirements of Chapter 1207, Texas Government Code, as amended, the terms of any bond insurance applicable to the Bonds, and all other matters relating to the issuance, sale, and delivery of the Bonds all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$2,000,000;
- (ii) the refunding must produce a net present value debt service savings of at least 2.00%, net of any contribution by the City; and
- (iii) the maximum maturity date for the Bonds shall not exceed August 1, 2019.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire, if not exercised by the Pricing Officer, within 180 days of the date hereof. The Bonds shall be sold pursuant to a public sale to the bidders named in the Pricing Certificate (the "Purchaser"), at such bid declared to be the best bid received producing the lowest true interest cost rate to the City and with and subject to such terms as set forth in the Pricing Certificate. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached to the Pricing Certificate and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices provided in the Pricing Certificate (the "Designated Payment/Transfer Office"). Interest shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities of the Bonds on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such past due interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar, as provided herein and in accordance with the provisions of the Paying Agent/Registrar Agreement and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like kind, maturity, and amount and in authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for assignment or transfer of any Bond (other than the Initial Bonds authorized in this Ordinance) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds, executed on behalf of and furnished by the

City, shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be of authorized denominations, of like Stated Maturity, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bonds authorized in this Ordinance) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of and furnished by the City, to the Holder requesting the exchange.

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of this Ordinance and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under the City's seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officials on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officials of the City on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall

cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided herein, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 7: Initial Bond. The Bonds herein authorized shall be initially issued as fully registered Bonds as specified in the Pricing Certificate, being a single, fully registered Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1 (the "Initial Bond"), and the Initial Bond shall be registered in the name of the Purchaser as designated in the Pricing Certificate or its designee. The Initial Bond shall be submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

(a) **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof; with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Bonds.

**REGISTERED
NO. R-** _____

PRINCIPAL AMOUNT
\$ _____

**UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF ORANGE, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2015**

Bond Date:

Interest Rate:

Stated Maturity:

August 1, 20__

Registered Owner:

Principal Amount:

DOLLARS

The City of Orange (the "City"), a body corporate and political subdivision in the County of Orange, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the date of delivery of the Bonds at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on August 1 and February 1 in each year, commencing August 1, 2015, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of; the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking

institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount specified in the Pricing Certificate (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Chapter 1207, Texas Government Code, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds are not subject to redemption prior to maturity.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor

the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesaid. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF ORANGE, TEXAS

COUNTERSIGNED:

Mayor

City Secretary

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

OFFICE OF THE COMPTROLLER §

OF PUBLIC ACCOUNTS

§

REGISTER NO. _____

§

THE STATE OF TEXAS

§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

(SEAL)

Comptroller of Public Accounts, State of Texas

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar at the Designated Payment/Transfer Office for this Bond.

as Paying Agent/Registrar

Registration Date:

By. _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number: _____)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond shall be in the respective forms set forth therefor in paragraph (b) of this Section, except as follows:

[INITIAL BOND]

Heading and paragraph one shall be amended to read as follows:

NO. T-1

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF ORANGE, TEXAS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2015

Bond Date:

Registered Owner:

Principal Amount: DOLLARS

The City of Orange (the "City"), a body corporate and political subdivision in the County of Orange, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 1 in the years and in principal installments in accordance with the following schedule:

<u>Stated</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate(s)</u>
----------------------------------	-----------------------------------	-----------------------------------

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the date of delivery of the Bonds at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on August 1, 2015, and each February 1 and August 1 thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by the Paying Agent/Registrar designated in the Pricing Certificate executed by the Pricing Officer pursuant to the Ordinance authorizing the issuance of the Bonds, upon presentation and surrender, at its designated offices (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment

of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 9: Levy of Taxes. To provide for the payment of the “Debt Service Requirements” of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater) there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations by law, prescribed sufficient to pay the principal of and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars’ valuation of taxable property in the City shall be at a rate from year to year as will be ample and sufficient to provide funds each year for the payment of the Debt Service Requirements of the Bonds while said Bonds are Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the City and shall be deposited in the “SERIES 2015 GENERAL OBLIGATION REFUNDING BOND FUND” (the “Interest and Sinking Fund”) to be maintained at an official depository of the City’s funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED; however, in regard to the payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, Mayor Pro Tem, City Manager, Finance Director, and City Secretary of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The Mayor, Mayor Pro Tem, City Manager, Finance Director, and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 10: Mutilated — Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tender, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the City and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 11: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds of any principal amount(s) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the Bonds on the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

SECTION 12: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Ordinance. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders who own a majority of the aggregate of the principal amount of the Bonds then Outstanding (the "Outstanding Bonds"), amend, add to, or rescind any of the provisions of this Ordinance or any provision in the Pricing Certificate; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount or

Maturity Amount, as the case may be, thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount or Maturity Amount, as the case may be, of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term “Outstanding” when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

(1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds deemed to be duly paid by the City in accordance with the provisions herein; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided herein.

SECTION 13: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“**Closing Date**” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“**Code**” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“**Computation Date**” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“**Gross Proceeds**” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(e) of the Regulations, of the Bonds.

“**Investment**” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“**Nonpurpose Investment**” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general

application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and

the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the City shall pay to the United States from an appropriate fund, or if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148W) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Secretary, City Manager and Finance Director of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable

proceeds of such bonds within three years after such bonds were issued, and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Qualified Advance Refunding of the Refunded Obligations. The Bonds are issued to refund the Refunded Obligations, and the Bonds will be issued more than ninety (90) days before the redemption of the Refunded Obligations. The City represents as follows:

(1) The Bonds are the first advance refunding of the Refunded Obligations within the meaning of §149(d)(3) of the Code.

(2) The Refunded Obligations are being called for redemption and will be redeemed not later than the earliest date on which such obligations may be redeemed and on which the City will realize present value debt service savings (determined without regard to administrative expenses) on the issue.

(3) The initial temporary period under §148(c) of the Code will end: (i) with respect to the proceeds of the Bonds not later than 30 days after the date of issue of the Bonds; and (ii) with respect to proceeds of the Refunded Obligations on the Closing Date if not ended prior thereto.

(4) On and after the date of issue of the Bonds, no proceeds of the Refunded Obligations will be invested in Nonpurpose Investments having a Yield in excess of the Yield on the Refunded Obligations.

(5) The Bonds are being issued for the purposes stated in the preamble of this Ordinance. There is a present value savings associated with the refunding. In the issuance of the Bonds, the City has neither: (i) overburdened the tax-exempt bond market by issuing more bonds, issuing bonds earlier or allowing bonds to remain outstanding longer than reasonably necessary to accomplish the governmental purpose for which the Bonds were issued; (ii) employed on “abusive arbitrage device” within the meaning of §1.148-10(a) of the Regulations; nor (iii) employed a “device” to obtain a material financial advantage based on arbitrage, within the meaning of §149(d)(4) of the Code, apart from savings attributable to lower interest rates and reduced debt service payments in early years.

(m) Qualified Tax Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Bonds as “qualified tax-exempt obligations” in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Bonds qualify for such designation and confirm that the Bonds are not “private activity bonds” as defined in the Code and confirm the amount of “tax-exempt obligations” to be issued by the City (including all subordinate entities of the City) for the calendar year 2015 will not exceed \$10,000,000.

SECTION 14: Sale of Bonds — Terms of Sale. The sale and delivery of the Bonds

shall be made to the Purchaser at the price specified in the Pricing Certificate and in accordance with the submission of an official bid form by the Purchaser in accordance with the Final Term Sheet of the City dated March 24, 2015 as prepared by U.S. Capital Advisors LLC for solicitation of proposals for purchase of the Bonds. The sale and delivery of the Bonds shall be authorized, approved, ratified and confirmed subject to the approving opinions as to the legality of the Bonds of the Attorney General of the State of Texas and of Germer PLLC, bond counsel. The Purchaser shall be determined based upon the bid providing the lowest true net interest cost on the Bonds to the City, and said bid for the Bonds shall be determined to be in the best interest of the City as specified in the Pricing Certificate.

The Mayor and City Secretary of the City are further authorized and directed to deliver for and on behalf of the City a Private Placement Agreement/Memorandum if required by the Purchasers in the form and content as approved by the Pricing Officer to evidence the terms of sale of the Bonds and as to the Bonds as delivered in a private placement offering.

SECTION 15: Deposit Agreement; Deposit. A “Deposit Agreement” (the “Deposit Agreement”) by and between the City and an authorized agent (the “Agent”), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to, and approved in, the Pricing Certificate. Such Deposit Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this City Council; and such Deposit Agreement as executed by said Pricing Officer shall be deemed approved by the City Council and constitute the Deposit Agreement herein approved. With regard to the finalization of certain terms and provisions of said Deposit Agreement, a Pricing Officer is hereby authorized to come to an agreement with the Agent on the following details, among other matters:

- (i) The identification of the Refunded Obligations to be refunded prior to the maturity and Refunded Obligations to be paid at maturity;
- (ii) The creation and funding of the Deposit Fund; and
- (iii) The Agent’s compensation, administration of the Deposit Fund or Funds, and the settlement of any paying agents’ charges relating to the Refunded Obligations.

Furthermore, appropriate officials of the City in cooperation with the Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the securities referenced in the Deposit Agreement, if necessary, and the delivery thereof to the Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the “CITY OF ORANGE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015 DEPOSIT FUND” (referred to herein as the “Deposit Fund”), or such other designation as specified on the Pricing Certificate; all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, the Ordinance, the Pricing Certificate, and, if required, the Deposit Agreement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer shall also cause to be deposited (and is hereby authorized to cause to be deposited) from moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Obligations amounts which, together with the proceeds of sale, and the investment earnings thereon, will be sufficient to pay the Refunded Obligations (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on the earliest date established in the

Pricing Certificate for the redemption of any of the Refunded Obligations (or the earliest date of payment, to be made from moneys in the Deposit Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon). Funds in the Debt Service Fund for the Refunded Obligations after the sale and delivery of the Bonds and redemption of Refunded Obligations prior to maturity shall be held for payment of Refunded Obligations to be paid at maturity and any funds in the Debt Service Fund for the Refunded Obligations remaining thereafter shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 16: Refunded Obligations. (a) In order to provide for the refunding, discharge, and retirement of the Refunded Obligations, the Refunded Obligations, identified, described, and in the amounts set forth in the Pricing Certificate, are called for redemption on the first date(s) such Refunded Obligations are subject to redemption at the price of par plus accrued interest to the designated redemption date, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance(s) adopted by the City Council of the City, which authorized the issuance of the Refunded Obligations. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the Refunded Obligations in substantially the form(s) set forth as (an) Exhibit(s) to the Pricing Certificate, to the paying agent/registrar for Refunded Obligations, in accordance with the redemption provisions applicable to the Refunded Obligations.

(b) Each paying agent/registrar for Refunded Obligations is hereby directed to provide the appropriate notice(s) of redemption as required by the respective ordinances authorizing the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption date.

(c) The redemption of the Refunded Obligations being associated with the refunding of such Refunded Obligations, the approval, authorization and arrangements herein given and provided for the redemption of such Refunded Obligations on the respective redemption date designated therefore and in the manner provided shall be irrevocable upon the issuance and delivery of the Bonds; and the Pricing Officer is hereby authorized and directed to make all arrangements necessary to notify the holders of such Refunded Obligations of the City's decision to redeem such Refunded Obligations on the dates and in the manner herein provided and in accordance with the ordinance authorizing the issuance of such Refunded Obligations and this Ordinance.

SECTION 17: Control and Custody of Bonds. The Mayor shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, Finance Director, and City Secretary of the City, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Bonds, including a certification as to facts, estimates, circumstances, and reasonable expectations pertaining to the use, expenditure, and investment of the proceeds of the Bonds,

as may be necessary for the issuance of the Bonds, the approval of the Attorney General, the registration by the Comptroller of Public Accounts, and the delivery of the Bonds to the Purchaser and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bonds to the Purchaser and the initial exchange thereof for definitive Bonds.

SECTION 18: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance) shall be deposited for application and disbursement in accordance with the provisions of the Deposit Agreement, if executed. The proceeds of sale of the Bonds not so deposited (with the Agent) for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance, or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the City or its Financial Advisor. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by the City Council of the City.

SECTION 19: Notices to Holders-Waiver. Wherever this Ordinance or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 20: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 21: Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Germer PLLC, Beaumont, Texas, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds.

SECTION 22: Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION 23: Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 24: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 25: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 26: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 27: Severability. If any provision of this Ordinance or the Pricing Certificate or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the Pricing Certificate and the application thereof to other circumstances shall nevertheless be valid, and the City Council of the City hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 28: Incorporation of Findings and Determinations. The findings and determinations of the City Council of the City contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 29: Continuing Disclosure of Information.

(a) **Definitions:** As used in this Section, the following terms have the meanings ascribed to such terms below:

“EMMA” means the Municipal Market Access system.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through the EMMA, within six months after the end of each fiscal year stated in the Pricing Certificate, a copy of the City's annual audit prepared pursuant to Chapter 103, "Audit of Municipal Finances," TEXAS LOCAL GOVERNMENT CODE and any supplemental financial information, if any, as specified in the Pricing Certificate. If such audited financial statements are unavailable, the City will provide financial statements on an unaudited basis within the above-described six-month period, including all quantitative financial information and operating data prepared in accordance with accounting principles established consistent with Texas law and generally accepted account principles.

The City's current fiscal year end is September 30. Accordingly, the City shall provide updated information by the last day of March in each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB through EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Material Event Notices. The City will also provide in a timely manner not in excess of 10 business days after the occurrence of the event, notices of certain events to the MSRB through EMMA. The City will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6); adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security; (7) modifications to rights of holders of the Bonds, if material; (8) Bond calls, if material and tender offers (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; and (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event to the City; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional Paying Agent/Registrar or the change of name of a paying Agent/Registrar, if material. In addition, the City will provide notice in a timely manner not in excess of 10 business days after the occurrence of the event, of any failure by the City to provide information, data, or financial statements in accordance with its agreement described

above under "Annual Reports." The City will provide each notice described in this paragraph to the MSRB through EMMA.

For these purposes, any event described in subsection (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

In addition, the City will provide timely notice of any failure by the City to provide information, data, or financial statements in accordance with its agreement described above under "Annual Reports."

(d) Limitations, Disclaimers, and Amendments. The City has agreed to update information and to provide notices of material events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although registered owners of Bonds may seek a writ of mandamus to compel the City to comply with its agreement. The City may amend its continuing disclosure of information from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if (i) the continuing disclosure of information, as amended, would have permitted (an) Underwriter(s) to purchase or sell Bonds in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the Outstanding Bonds consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also amend or repeal the provisions for its continuing disclosure of information if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an Underwriters from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If so amended, the City agrees to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the

reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

(e) Availability of Information. The City has agreed to provide the foregoing information only to the MSRB through EMMA. Investors will be able to access continuing disclosure information filed with the MSRB free of charge at www.emma.msrb.org. or the City of Orange Director of Finance, 803 W. Green Avenue, Orange, Texas 77630, (409) 883-1040.

SECTION 30: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Finance Director, and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Finance Director, City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance, including the Pricing Certificate: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 31: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551 of the Government Code, as amended.

SECTION 32: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, §1201.028.

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PASSED AND ADOPTED, this 24th day of March, 2015.

CITY OF ORANGE, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

March 24, 2015

Mr. Shawn Oubre
City of Orange Manager
803 W. Green Avenue
Orange, Texas 77631

Re: City of Orange, Texas (the "City") – \$1,955,000* General Obligation Refunding Bonds,
Series 2015 (the "Bonds")

Dear Mr. Oubre:

This letter will confirm the terms pursuant to which Germer PLLC would serve as bond counsel for the City in the issuance of the above-referenced Bonds. It is understood that while the amount of the Bond issue has not been determined, the Bonds would be sold in the year 2015.

The services which we propose to provide will include:

- 1) preparation and drafting of all documents customarily prepared by bond counsel in order to issue the Bonds;
- 2) preparation of our firm's opinion relative to the tax-exempt status of the Bonds and the absence of registration requirements;
- 3) preparation and filing of all documents necessary to obtain approval of the Attorney General of the State of Texas and the Comptroller of Public Accounts;
- 4) review and examination of all insurance agreements, if applicable;
- 5) assistance in the preparation of any Purchase Agreement and Private Placement or Offering Memorandum for the public or private sale of the Bonds and the preparation of any disclosure certificates to be delivered by the City;

- 6) review of the disclosure investigations which are actually made on behalf of the City; and

The services above shall be provided for a fee as specified in the attached **Exhibit "A"** and premises upon a bond issue amount as approved by the City. The fee will be subject to an amendment in accordance with the face amount of the Bonds. In addition, we are to be reimbursed for our reasonable and actual out-of-pocket expenses incurred incident to rendering these services.

Upon execution of this engagement letter, the City shall be the client of the undersigned, and an attorney-client relationship exists between us. We assume that all other parties to the proposed transaction for issuance of the Bonds understand that we represent only the City in the transaction and are not counsel to any other party and are not acting as an intermediary among parties. Our services as bond counsel are limited to those contracted for in this engagement letter, and the City's execution hereof acknowledges those limitations. Our representation of the City will not affect, however, our responsibility to render an objective opinion as to the Bonds.

We very much appreciate the opportunity to serve the City in this matter.

Yours very truly,

GERMER PLLC

By: 
Guy N. Goodson

GNG/mgm
Attachment

APPROVED AND ACCEPTED by City Council of the City on the 24th day of March, 2015.

CITY OF ORANGE, TEXAS

Mayor

EXHIBIT "A"

FEE SCHEDULE PER PAR AMOUNT

The fee for each issue of debt obligations will be as follows:

Par Amount up to \$5,000,000 - \$25,000

Plus 0.50% of Par Amount Over \$5,000,000

MEMORANDUM

March 9, 2015

TO: Jim Wolf, Public Works Director

FROM: Sandra Wilson, Grants Planner

RE: RESOLUTION AUTHORIZING THE PURCHASE OF AN H2OFUN SEVEN (7) FEATURE WATER SPRAY PARK EQUIPMENT PACKAGE FROM ALL PLAY, INC.

During the past year, the Director for Public Works, the Director of Planning & Community Development and Park Management met with companies that sold spray park equipment and/or splash pads. Splash parks/pads were visited in various cities. After much research by City Staff and thought from City Council on what they would like to see in Navy Park, the following is ready to be presented to council for purchase.

The company All Play, Inc., has already been through the competitive bid process and is listed on the State Buy Board.

The City would be purchasing the equipment only. The construction and installation would then go out for sealed bid.

Attached, please find the itemized quote, additional features of the splash park, including pictures and flush mount description of installation. The potable water would not be recycled, but would drain into cooper's gully.

Please place the resolution authorizing purchase on the March 24th City Council agenda for their review and approval.

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

**Proposal
All Play, Inc.**

13903 Van Wall
Houston, Texas 77040

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

PROPOSAL SUBMITTED TO: City of Orange Texas - Jim Wolf		PHONE: 409-883-1082	DATE: 2/16/2015
STREET: 303 N. 8th Street (PO Box 520)		JOB NAME: Navy Park Improvements Orange Texas	
CITY, STATE AND ZIP CODE: Orange, TX 77631		JOB LOCATION: Morrell Blvd, Orange, TX 77631	
SALES PERSON Mike Feidler cell 281-702-5205	DELIVERY	E-MAIL jwolf@orangetx.org	OTHER PHONE cell # 409-988-8473
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	H2OFun - 7 feature water Spray Park Equipment Package - Designed as potable water system with a post mounted activator. System includes 7 features with a total of 109 gmp, 7 discharge lines with some like features to be tied together. Materials Include: 1 290-19663 Avalanche, 3 290-30080 Double Puddle Jumper 1 290-30088 Inward Spray Circle, 2 290-30082 Weeping Willow 1 170-17308 Watts 009QT 2" Backflow Preventer, 1 170-17256 Watts 2" Pressure Regulator, Aluminum Hot Box Enclosure (47"L x 47"W x 49"H), 1 Custom Stainless Steel Discharge Manifold, Drain Box & grate, Installation Drawings	\$ 33,982.00	\$ 33,982.00
Proposal priced by and available for purchase through Texas BUYBOARD contract.			
Exclusions <input type="checkbox"/> Installation or construction <input type="checkbox"/> Drain, Piping, conduit, or wire necessary for complete installation <input type="checkbox"/> Construction permits, drawings fees, variances, licensing, or any other cost associated with <input type="checkbox"/> installation or construction <input type="checkbox"/> Backhoes, cranes, trench machines, or any other equipment as needed for installation or construction <input type="checkbox"/> Jobsite visits for pre-construction meetings, installation review, start-up, shut-down, or maintenance orientation			
Spray pad requires 30' dia minimum plus surrounding side walk . Concrete pad/walks not included			
Orders ship 10-12 weeks.		SUB TOTAL	\$ 33,982.00
		FREIGHT	\$ 1,000.00
Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.		TAX	EXEMPT
The ESTIMATED installation date for this equipment is _____ days		TOTAL	\$ 34,982.00
from the date your prepaid signed proposal is received at All Play			

We hereby propose to furnish material and labor - complete in accordance with above specifications, for the sum of \$ 34,982.00

Payment to be made as follows:
 \$ 17,491.00 Deposit Due at time of Order
 \$ 17,491.00 Due upon Delivery
 Authorized Signature:  Mike Feidler

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above. I _____ Signature _____
 Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.
 Date of Acceptance: _____ Title _____

Proposal

All Play, Inc.

13903 Van Wall

Houston, Texas 77040

Phone: (713) 939-9888 * Fax: (713) 939-0304

1-800-842-9888

ADDITIONAL TERMS AND CONDITIONS

1. ALL PLAY, INC. ("API") hereby submits these specifications and estimates for equipment/items as detailed in this proposal.
2. Prices quoted include a discount based on cash/check method of payment.
3. On all purchase orders, the net payment for all equipment and freight is due no more than thirty (30) days from the invoice date. The net payment amount is without regard for, or allowance of, any retainage.
4. Quoted installation services detailed in this proposal shall include all labor, supervision, materials, supplies, equipment, tools and necessarily related insurances normally required to deliver and install the items as detailed in this proposal. API will field dress any rutting or disturbances caused by API's use of equipment to access the project site, however, unless otherwise detailed in this proposal re-sodding, re-seeding and finished grade services/repairs are not included.
5. Lead-time quoted is based upon the time your order is processed at the factory.
6. A 30% cancellation fee will be assessed on equipment orders that are cancelled more than ten (10) days from the date purchaser executes this Proposal.
7. An acknowledgement will be sent to you so you can confirm that the colors you selected are correct and to inform you of the estimated ship date.
A copy of the signed check for the balance due must be faxed to our office prior to ship date for the installers to be dispatched.
8. All items are shipped F.O.B. knocked down and will require unloading and assembly by purchaser unless installation is purchased.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.
10. Signing of final walk through or opening of playground constitutes completion, and payment is due at that time.
11. Plastisol and rotationally molded plastic components will have irregularities as a normal byproduct of the manufacturing process and cannot be controlled.
12. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement then such party shall or in part give notice and full particulars of such Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
13. Unless otherwise detailed in this proposal, permit application(s), processing and/or fees are excluded and/or are the responsibility of others.

CAUTION: Never install playground equipment over a hard surface such as concrete or asphalt. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under play equipment. All Play, Inc. is not responsible for underground utilities and/or all other covered systems. Surcharges will incur for abnormal substrate, i.e., concrete, asphalt or landfill.

14. RELEASE AND INDEMNITY

SHOULD YOU ELECT NOT TO PURCHASE FALL SURFACING MATERIAL AND/OR INSTALLATION SERVICES FROM API, THE FOLLOWING PROVISIONS SHALL APPLY:

(A.) YOU HEREBY AGREE TO RELEASE API AND ALL OF ITS SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS OR DEMANDS YOU HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES RELATED TO OR ARISING FROM THE FALL SURFACING MATERIAL THAT IS ULTIMATELY USED AT THE JOB LOCATION OR YOUR FAILURE TO INSTALL FALL SURFACING MATERIAL AT THE JOB LOCATION. THESE RELEASED CLAIMS EXPRESSLY INCLUDE CLAIMS FOR NONCOMPLIANCE WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND CLAIMS RELATED TO FAULTY, INADEQUATE, OR IMPROPER FALL SURFACING.

(B.) BECAUSE YOU HAVE EITHER CHOSEN NOT TO PURCHASE FALL SURFACING MATERIALS FROM API, OR YOU HAVE MADE OTHER INSTALLATION ARRANGEMENTS, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES WHICH MAY RESULT FROM EQUIPMENT NOT INSTALLED IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND/OR THE INSTALLATION OF AND/OR ANY DEFECT IN THE FALL SURFACING MATERIALS USED AT THE JOB LOCATION, INCLUDING, DESPITE API'S RECOMMENDATION OTHERWISE, YOUR USE OF NO FALL SURFACING AT ALL.

This Proposal constitutes the entire agreement between the parties on the subjects addressed herein. All prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral, are cancelled and superseded by this Proposal. No party is relying on any oral or other written representation or communication not otherwise contained in this Proposal.

I have read, understand, and agree to all Additional Terms and Conditions as outlined in this Proposal.

Signature _____

Date of Acceptance: _____

Title _____

CITY OF ORANGE, TEXAS 30' DIAMETER SPLASH PAD

Prepared by:

Gerry Nelms

Sales Rep. H2OFun

Atlanta, GA

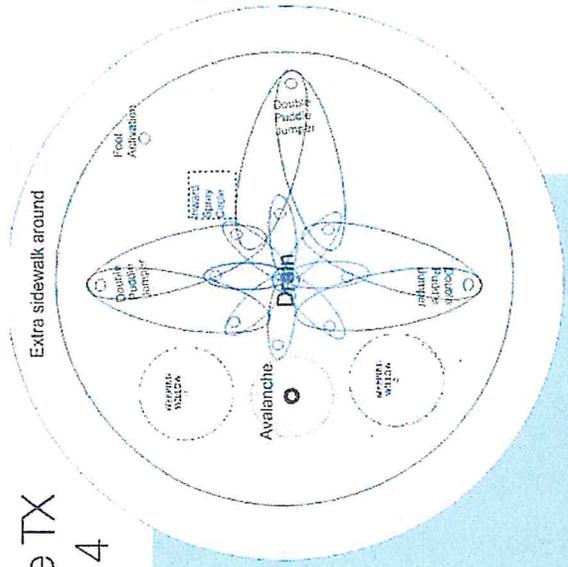


- ▶ Components of Splash Pad:
- ▶ Double Puddle Jumper (3)
- ▶ Inward Spray Circle (1)
- ▶ Weeping Willow (2)
- ▶ Avalanche (1)

CITY OF ORANGE, TEXAS



Orange TX
4-17-14



Orange Texas H2O Fun Water Spray Pad - Additional Details

Design Operation

The following spray park is located in Orange, TX. It is designed as a potable system and will operate by touching a dedicated activator. When touched, an 8 minute sequence will run with water sprays changing every 2 minutes. The program will begin again when the bollard is touched.

The entire system has 7 features with a total of 109 gpm. There are 7 discharge lines with some like features being tied together. The equipment skid will be housed in an Aluminum equipment box within 50' of the spray pad and shall be at the same elevation as the pad.

Materials:

- 1 290-19663 Avalanche
- 3 290-30080 Double Puddle Jumper
- 1 290-30088 Inward Spray Circle
- 2 290-30082 Weeping Willow
- 1 170-17308 Watts 009QT 2" Backflow Preventer
- 1 170-17256 Watts 2" Pressure Regulator
- 1 680-69790 Aluminum Hot Box Enclosure (47"L x 47"W x 49"H)
- 1 Custom Stainless Steel Discharge Manifold
- 1 Above ground activation bollard & Drain Box with stainless steel grate

UTILITY REQUIREMENTS

- 2" Incoming water line
- Minimum 6" sanitary drain/storm sewer line
- TBD Power supply tied into control panel by certified electrician

H2O Fun will send the manifold and the control panel as a complete assembly so that you will just need to place the assembly on a pre-poured concrete pad that has been stubbed with the piping for the splash features. Then once you have connected the features to the manifold and control panel, you will place the stainless steel box over the pad and bolt it down.

The flush mounted water spray jets are removable and will be either blue or clear in color.



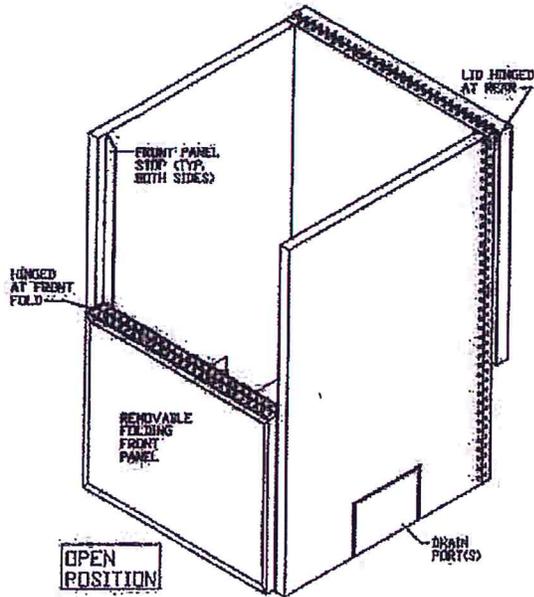
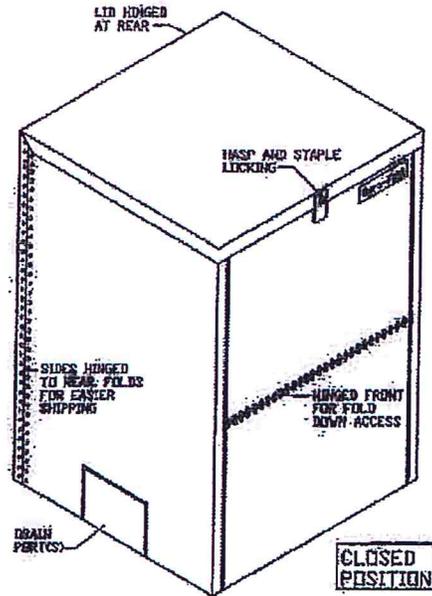
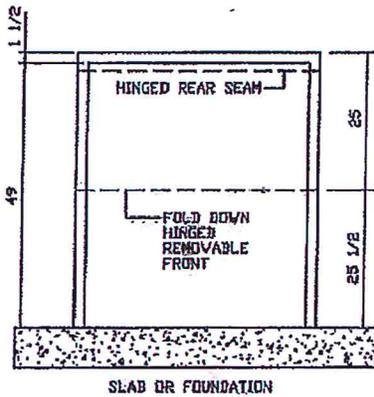
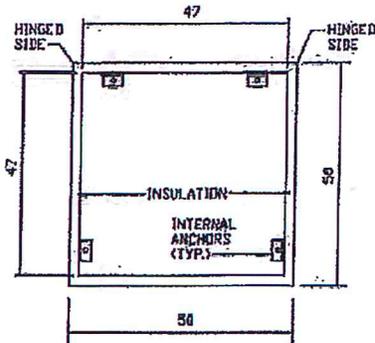
For sales and support visit:
hubbellpowersystems.com/contact/

Home > Products > Enclosures > Above Ground > Aluminum > Dura Fold® Enclosures > Unheated > DF6FEL Enclosures

Lok Box® DF6FEL Enclosures

Specifications

- The internal dimensions of this model are 47" L x 47" W x 49" H.
- Recommended slab size is 57" L x 57" W x 4" minimum thickness.
- This enclosure is designed with a flip-up lid, foldable/removable front and hinged sides for ease of maintenance and testing.
- The shipping weight of this unit is 237 lbs.
- This unit becomes the DF6FEH when ordered with optional heat.



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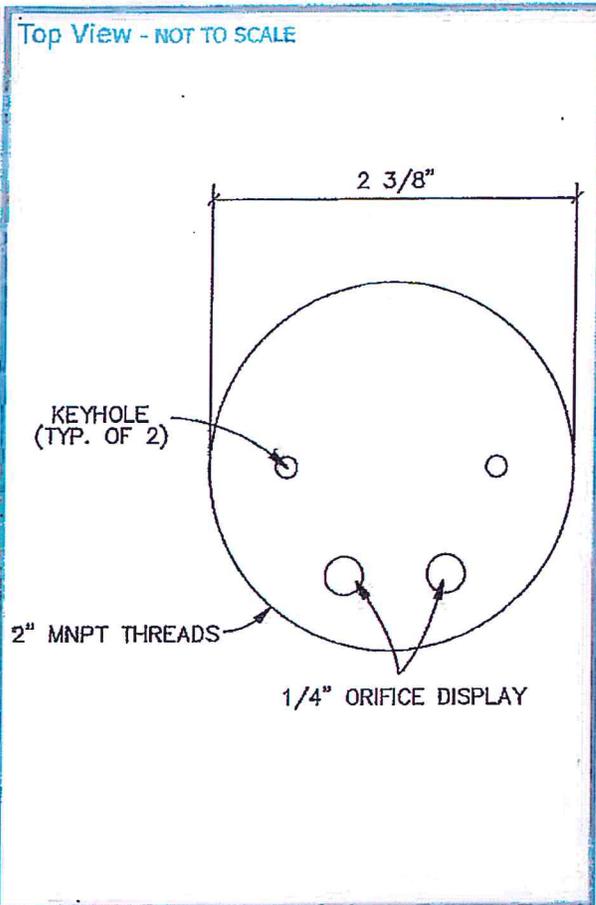
Double Puddle Jumper

Interchangeable Flush Mount Feature

#290-30080



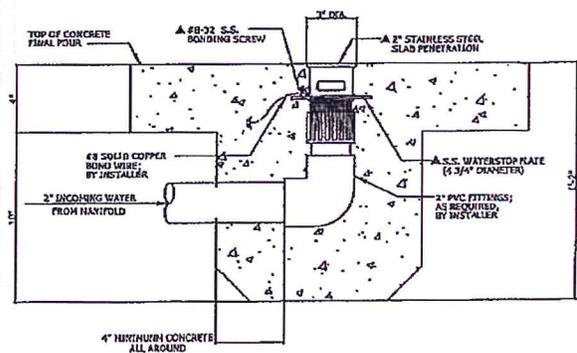
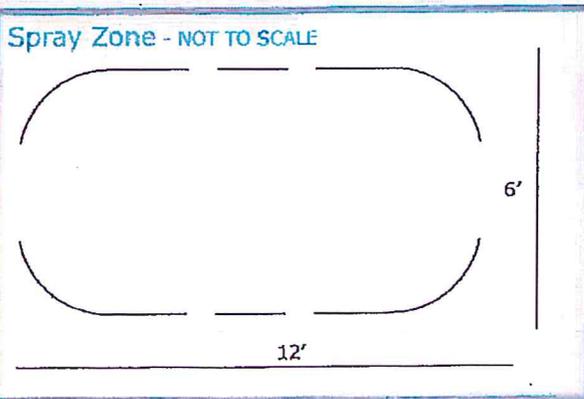
Top View - NOT TO SCALE



An interchangeable flush mount feature that emits dual streams of arching water.

- Jet constructed of UV resistant high impact clear acrylic.
- Includes 2" 304/304L Stainless Steel slab penetration.
- 2" water supply coupling required.
- Jet removable with a special vandal proof tool.
- 10 GPM @ 20 psi
- Shipping Weight = 5 lbs.

Spray Zone - NOT TO SCALE



Installation Detail

B-9



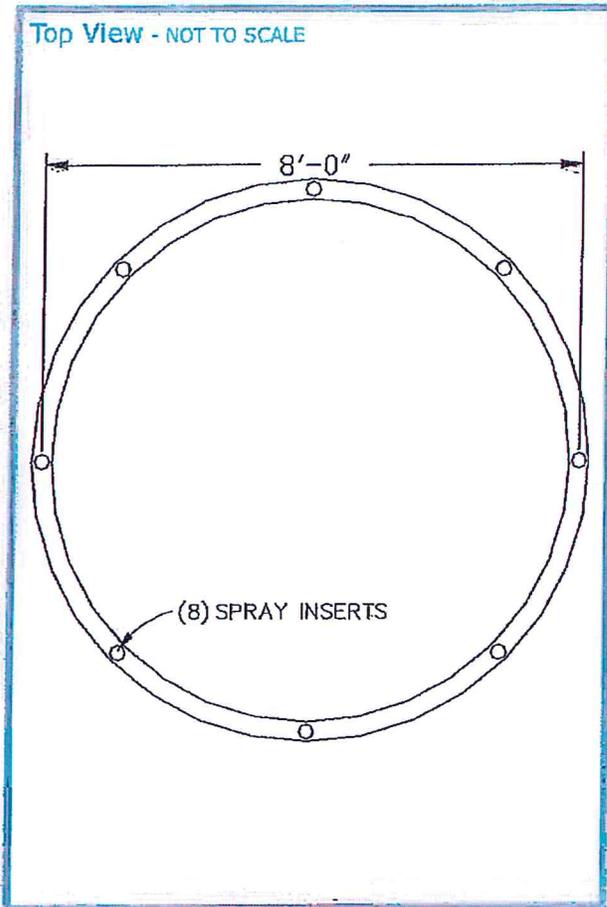
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Inward Spray Circle

Flush Mount Feature
290-30088



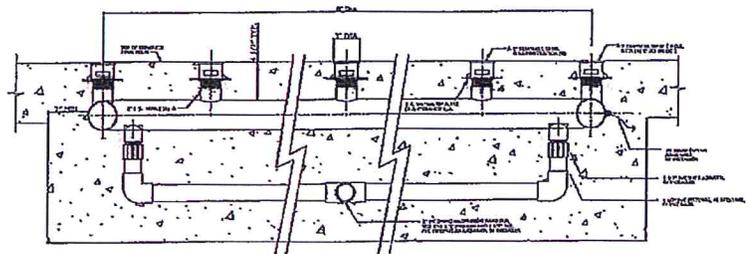
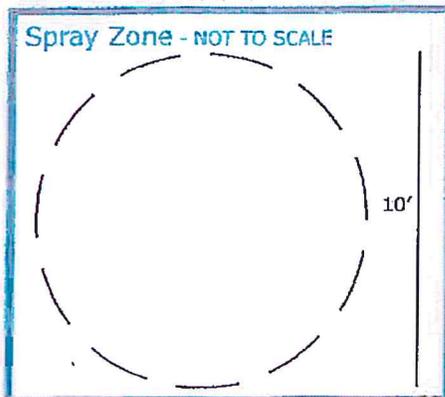
Top View - NOT TO SCALE



A flush mount feature that emits eight arching streams of water converging in the center.

- Jets constructed of UV resistant high impact clear acrylic.
- Circle constructed of 3" 304/304L Stainless Steel pipe.
- (2) 2" water supply coupling required.
- Jets removable with a special vandal proof tool.
- 24 GPM @ 20 psi
- Shipping Weight = 70 lbs.

Spray Zone - NOT TO SCALE



Installation Detail

B-11



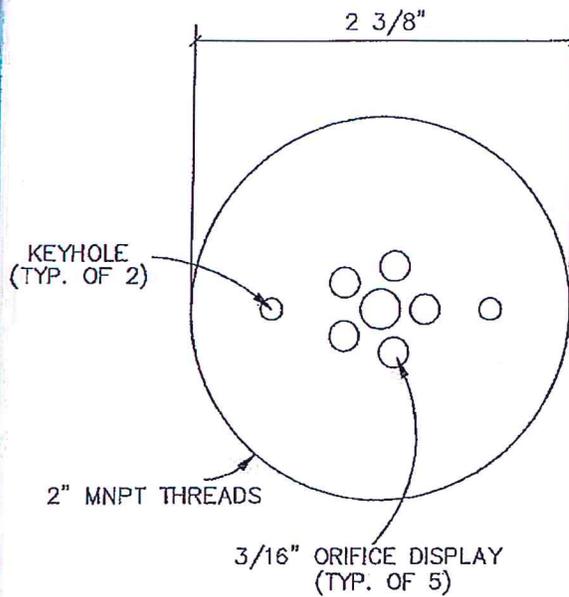
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Weeping Willow

Interchangeable Flush Mount Feature
290-30082



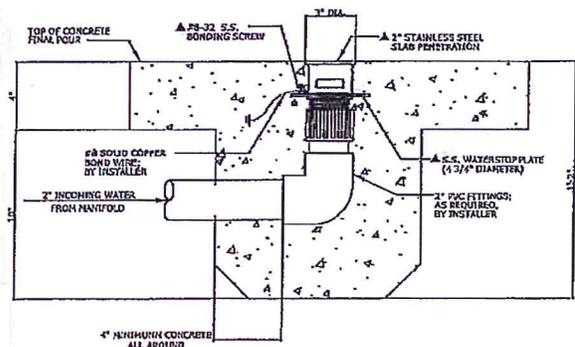
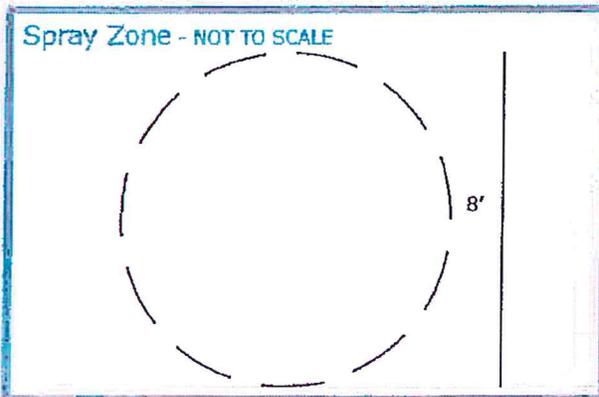
Top View - NOT TO SCALE



An interchangeable flush mount feature that shoots 20 streams of water up and out.

- Jet constructed of UV resistant high impact clear acrylic.
- Includes 2" 304/304L Stainless Steel slab penetration.
- 2" water supply coupling required.
- Jet removable with a special vandal proof tool.
- 5 GPM @ 20 psi
- Shipping Weight = 5 lbs.

Spray Zone - NOT TO SCALE



Installation Detail

B-3



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RESOLUTION AUTHORIZING THE PURCHASE OF AN H2OFUN SEVEN (7) FEATURE WATER SPRAY PARK EQUIPMENT PACKAGE FROM ALL PLAY, INC., FOR THE AMOUNT OF \$34,982.

WHEREAS, the City of Orange was awarded funds from the Community Development Block Grant; and

WHEREAS, the City of Orange has adopted an Annual Action Plan with Park Improvements to Navy Park and approved the upgrade and improvements to include a splash pad for the neighborhood park;

WHEREAS, All Play, Inc., has gone through the competitive bidding process and is on the State Buy Board; now therefore

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

THAT, City Council hereby agrees with the staff recommendation and accepts the quote from All Play, Inc., and authorizes the purchase of the H2OFun seven (7) feature water spray park equipment package for amount of \$34,982.

BE IT FURTHER RESOLVED that the City Manager, Shawn Oubre, is hereby authorized to execute and approve this purchase with All Play, Inc.

PASSED and **APPROVED** on this the 24th day of March, 2015.

Jimmy Sims, Mayor

ATTEST:

APPROVED AS TO FORM:

Rhonda Haskins, City Secretary

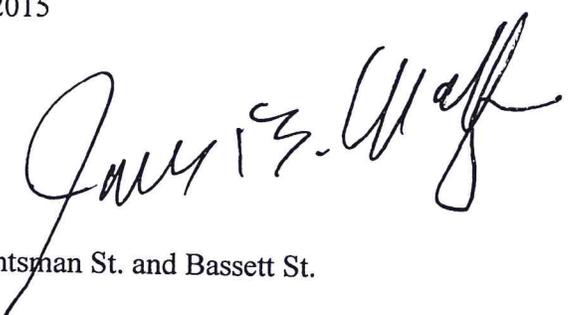
City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

February 25, 2015

To: Dr. Shawn Oubre, City Manager

From: James B. Wolf, Public Works Director 

Re: Recommendation Road Overlay of Huntsman St. and Bassett St.
APAC –Texas, Inc.

Please find attached a copy of the Bid Tab for the referenced project. After reviewing the bids I recommend award to APAC – Texas, Inc. of Beaumont, Texas in the amount of \$135,842. If you agree please place on the next Council's agenda.

**BID TABULATION - ROAD OVERLAY OF HUNTSMAN STREET AND BASSETT STREET
 BID OPENING: WEDNESDAY, FEBRUARY 18, 2015 @ 2:00 P.M.**

DESCRIPTION	APAC - TEXAS, INC. BEAUMONT, TEXAS	LD CONSTRUCTION BEAUMONT, TEXAS
	Total Bid	Total Bid
Hot/Mix/Hot Laid Asphaltic Concrete Huntsman Street and Bassett Street	\$135,842.00	\$137,720.00
Maximum number of days to complete project Terms	30 Days Net 30 Days	10 Days Net 30 Days

A RESOLUTION AWARDING A CONTRACT TO APAC - TEXAS, INC. IN THE AMOUNT OF \$135,842.00 FOR THE ROAD OVERLAY OF HUNTSMAN STREET AND BASSETT STREET.

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

That a contract for the road overlay of Huntsman Street and Bassett Street is hereby awarded to APAC - Texas, Inc. on the basis of their bid meeting specifications in the amount of ONE HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED FORTY-TWO (\$135,842.00) AND 00/100 DOLLARS.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute said contract with APAC - Texas, Inc.

PASSED, APPROVED and ADOPTED on this the 24th 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.

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 24, 2015

MEMORANDUM

To: Dr. Shawn Oubre Ph.D., City Manager
From: Kelvin Knauf, Director of Planning and Community Development *KEK*
Subject: Appointment to the Board of Adjustments
Date: March 11, 2015

Background

The Board of Adjustments currently has two vacancies. Attached for your consideration is an application from Ryan Crowell, who resides at 4201 A White Oak in Orange. Mr. Crowell meets all the requirements for serving on the Board of Adjustments.

Recommendation

I recommend that the City Council appoint Ryan Crowell to a two-year term on the Board of Adjustments.

**CITY OF ORANGE
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

PLEASE CHECK THE BOARD OR COMMISSION FOR WHICH YOU ARE APPLYING:

- | | |
|---|---|
| <input checked="" type="checkbox"/> BOARD OF ADJUSTMENT | <input type="checkbox"/> LIBRARY ADVISORY BOARD |
| <input type="checkbox"/> CIVIL SERVICE COMMISSION | <input type="checkbox"/> PLANNING AND ZONING COMMISSION |
| <input type="checkbox"/> CONSTRUCTION APPEALS BOARD | <input type="checkbox"/> CITIZENS ADVISORY COMMITTEE |
| <input type="checkbox"/> CREATIVE HOUSING BOARD | <input type="checkbox"/> OTHER(Please List) _____ |
| <input type="checkbox"/> HISTORIC PRESERVATION BOARD | <input type="checkbox"/> OTHER(Please List) _____ |
| <input type="checkbox"/> HOUSING AUTHORITY BOARD | <input type="checkbox"/> OTHER(Please List) _____ |

THE FOLLOWING INFORMATION WILL BECOME PUBLIC RECORD IF YOU ARE APPOINTED:

Name: Crowell Last Ryan First T Middle Initial

Home Address: 4201 A White Oak Orange, TX 77632

Home Telephone: 409-920-0009 Fax: _____

Profession: Project Manager / Sales

Business Name: Industrial Thermal Services, LLC

Business Address: 2711 S. Hwy 87 Orange, TX 77630

Business Telephone: 409-886-9700 Fax: 409-886-9995

PERSONAL REFERENCES:

1) Nancy Byers 2604 Champions Dr. Orange, TX 409-823-8126
Name and Address Telephone

2) Ann Seals 2613 Champions Dr. Orange, TX 409-886-⁷⁶⁷³~~7031~~
Name and Address Telephone

Voter Registration No: 1037269850

Resident of Orange for 30 Years

-over-

If you have previously served on a City of Orange Board or Commission, please specify Board or Commission and approximate dates of service: _____

Do you have experience that qualifies you for service on a particular Board or Commission (i.e., licenses, degrees, certificates)? Certain Boards require qualifications such as plumbers, architects, electricians: _____

If you have been involved in any community endeavors, please explain: Organized Alumni Soccer game between LCM + WOS with all proceeds donated to each school's athletic department. Helped + advised many organizations (Camp Fire, Project Graduation) with fundraising efforts. Active in OYBS.

Peter Crowell _____ 1-19-15 _____
Signature Date

QUALIFICATIONS FOR APPOINTMENT TO CITY OF ORANGE BOARDS

The City of Orange Policy establishes certain qualifications which must be met by all members of City Boards and Commissions. In addition to any special qualifications for service on a particular board, a board member must:

- 1) Not be delinquent on any City taxes or utilities. ✓
- 2) Be a qualified City of Orange voter at the time of appointment. ✓ per Donna / Elec. adm. office 2/16/15.
- 3) Have been a resident of Orange for at least six months before the date of appointment. ~~_____~~
- 4) Have not been finally convicted of a felony.
- 5) Have not been determined mentally incompetent by a final judgement of court.

Thank you for taking the time to complete this application. It will be helpful to the City Council in making appointments.

This application must be fully completed for consideration by the City Council.

You may also attach a resume if you so desire.

Please return this form to the address below:

RHONDA HASKINS
CITY SECRETARY
P. O. BOX 520
ORANGE, TEXAS 77631 (OR FAX TO 883-1096)

-over-

MOTION

Motion appointing Ryan Crowell to the Board of Adjustment for a term ending December 31, 2016.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

March 24, 2015