

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

**April 28, 2015  
5:30 P.M.**

- |   |    |                       |
|---|----|-----------------------|
| <b>1. CALL TO ORDER</b>   |    | Mayor                 |
| <b>2. INVOCATION and PLEDGE OF ALLEGIANCE</b>   |    | Council Member Spears |
| <b>3. MOTION</b>  |    |                       |
| 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         |
| <b>4. PROCLAMATIONS</b>   |    |                       |
| a) Recognition of the following 2015 B.A.S.S. Master Elite Series on the Sabine River event volunteers:<br>Ida Schossow<br>Lacey Lemoine<br>John Gothia<br>Dean Granger<br>Steve Jones<br>Joe Love<br>David Jones   | 5  | Mayor/Council         |
| b) Sexual Assault Awareness Month   | 12 | Mayor/Council         |
| c) Therapeutic Family Life Recognition  | 13 | Mayor/Council         |
| <b>5. APPROVAL OF MINUTES</b>   |    |                       |
| a) December 2, 2014 Planning & Zoning Meeting   | 14 | Mayor/Council         |
| b) April 14, 2015 City Council Meeting  | 19 | Mayor/Council         |

**6. CITIZEN COMMENTS**

*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.*

**7. PUBLIC HEARING**

- a) Conduct a public hearing concerning a proposed plan for the construction of bicycle lanes, sidewalks and a parking lot. 23 Staff: Wolf/Knauf

**8. ORDINANCES**

- a) First Reading:  
Consider an ordinance of the City of Orange, Texas suspending the rates proposed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") Company's Gas Reliability Infrastructure Program ("GRIP") filing made with the City on March 31, 2015; finding that the meeting complies with the Open Meetings Act; making other findings and provisions related to the subject, and declaring an effective date. 26 Staff: Oubre

- b) First Reading:  
Consider an ordinance amending the official Future Land Use Map from residential uses to commercial uses on a 41' x 201' section of a 1.3 acre tract being part of the Ben Johnson Survey on the north side of Dawnwood Drive, approximately 400 linear feet east of Highway 87; directing the City Manager to amend the Future Land Use Map; making certain findings relative thereto; and establishing an effective date. 29 Staff: Knauf

- c) First Reading:  
Consider an ordinance amending the adopted budget for the fiscal year beginning October 1, 2014 and ending on September 30, 2015 in accordance with the Charter of the City of Orange, Texas. 32 Staff: English

**9. RESOLUTIONS**

- a) Consider a resolution reaffirming Ordinance 1996-6 providing for homestead exemptions on ad valorem (property) taxes for the taxable year 2015. 49 Staff: English

- b) Consider a resolution of the City Council of the City of Orange, Texas adopting a trail plan for the City of Orange; establishing a bicycle trail plan and authorizing the City Manager to apply for funding from the Transportation Alternatives Program administered by the Texas Department of Transportation. 59 Staff: Wolf/Knauf
- c) Consider a resolution of the City Council of the City of Orange, Texas adopting a plan for the construction of bicycle lanes, sidewalks and a parking lot; authorizing the City Manager to apply for funding from the Transportation Alternatives Program administered by the Texas Department of Transportation; and providing an effective date. 63 Staff: Wolf/Knauf
- d) Consider a resolution authorizing the City Manager to execute Change Order No. 4 with Allco for the Wastewater Treatment Plant Rehabilitation Phase 1A & 1B. 68 Staff: Wolf
- e) Consider a resolution authorizing the City Manager to execute Amendment No. 1 with Schaumburg & Polk, Inc. in the amount of \$11,000.00 for the Wastewater Treatment Plant Improvements Phase 2. 76 Staff: Wolf
- f) Consider a resolution extending the agreement for emergency and non-emergency ambulance service between Acadian Ambulance Service, Inc. and the City of Orange. 90 Staff: Frenzel
- g) First Reading:  
Consider a resolution of the City Council of the City of Orange, Texas authorizing the Orange Economic Development Corporation to undertake a project involving Outdoor Hospitality, LLC as more particularly described herein and authorizing the Orange Economic Development Corporation to expend funds on the project. 110 Staff: Trahan
- h) Consider a resolution of the City Council of the City of Orange, Texas approving an Economic Development Program pursuant to Chapter 380 of the Texas Local Government Code to stimulate business and commercial activity in Orange, Texas. 114 Staff: Trahan

**10. DISCUSSION/ACTION**

- a) Consider a motion acknowledging receipt of the Orange Economic Development Corporation Investment Report for the quarter ending March 31, 2015. 117 Staff: English
- b) Consider a motion acknowledging receipt of the Orange Economic Development Corporation Financial Report for the period ending March 31, 2015. 119 Staff: English

**11. REPORTS**

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

**12. ADJOURNMENT**

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# roclamation

OFFICE OF THE MAYOR  
City of Orange

- WHEREAS B.A.S.S. was founded by Ray Scott in 1968 and has flourished as the authority on bass fishing for more than 45 years; and
- WHEREAS the organization advances the sport through advocacy, outreach and an expansive tournament structure while connecting directly with the passionate community of bass anglers through its media vehicles; and
- WHEREAS this was the second time the B.A.S.S. Master Elite Series has been held in Orange, Texas, first in 2013 and in 2015; and
- WHEREAS in its ninth year, the Bassmaster Elite Series continues to evolve as the premier professional fishing league in the world; and
- WHEREAS attendance for the 2013 event was estimated at 33,738; and
- WHEREAS a past Economic Impact Study estimated the 2013 B.A.S.S. Master Elite Series held in Orange, Texas brought \$2.5 million to the local economy benefitting local businesses and hotels; and
- WHEREAS the event would not have been possible without the vision of a prior Orange Economic Development Corporation to build the Orange Boat Ramp and its amenities; and
- WHEREAS the Stark Cultural Venues was the title sponsor for the 2014 B.A.S.S. Master Elite Series; and
- WHEREAS the Greater Orange Area Chamber of Commerce coordinated many volunteers who worked extremely hard to make this event successful and are greatly appreciated;
- NOW THEREFORE On behalf of the City of Orange, I, Jimmy Sims, Mayor, would like to recognize

## IDA SCHOSSOW

for her hard work, dedication, and her service to the community to make the 2015 B.A.S.S. Elite Series on the Sabine River such a success.

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 28<sup>th</sup> day of April, 2015.

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Jimmy Sims, Mayor

# P

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- WHEREAS the Stark Cultural Venues was the title sponsor for the 2014 B.A.S.S. Master Elite Series; and
- WHEREAS the Greater Orange Area Chamber of Commerce coordinated many volunteers who worked extremely hard to make this event successful and are greatly appreciated;
- NOW THEREFORE On behalf of the City of Orange, I, Jimmy Sims, Mayor, would like to recognize

## LACEY LEMOINE

for her hard work, dedication, and her service to the community to make the 2015 B.A.S.S. Elite Series on the Sabine River such a success.

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Jimmy Sims, Mayor

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- WHEREAS the Stark Cultural Venues was the title sponsor for the 2014 B.A.S.S. Master Elite Series; and
- WHEREAS the Greater Orange Area Chamber of Commerce coordinated many volunteers who worked extremely hard to make this event successful and are greatly appreciated;
- NOW THEREFORE On behalf of the City of Orange, I, Jimmy Sims, Mayor, would like to recognize

**JOHN GOTHIA**

for his hard work, dedication, and his service to the community to make the 2015 B.A.S.S. Elite Series on the Sabine River such a success.

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- WHEREAS the Stark Cultural Venues was the title sponsor for the 2014 B.A.S.S. Master Elite Series; and
- WHEREAS the Greater Orange Area Chamber of Commerce coordinated many volunteers who worked extremely hard to make this event successful and are greatly appreciated;
- NOW THEREFORE On behalf of the City of Orange, I, Jimmy Sims, Mayor, would like to recognize

## DEAN GRANGER

for his hard work, dedication, and his service to the community to make the 2015 B.A.S.S. Elite Series on the Sabine River such a success.

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- WHEREAS the Greater Orange Area Chamber of Commerce coordinated many volunteers who worked extremely hard to make this event successful and are greatly appreciated;
- NOW THEREFORE On behalf of the City of Orange, I, Jimmy Sims, Mayor, would like to recognize

## STEVE JONES

for his hard work, dedication, and his service to the community to make the 2015 B.A.S.S. Elite Series on the Sabine River such a success.

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Jimmy Sims, Mayor

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- WHEREAS** the Stark Cultural Venues was the title sponsor for the 2014 B.A.S.S. Master Elite Series; and
- WHEREAS** the Greater Orange Area Chamber of Commerce coordinated many volunteers who worked extremely hard to make this event successful and are greatly appreciated;
- NOW THEREFORE** On behalf of the City of Orange, I, Jimmy Sims, Mayor, would like to recognize

## JOE LOVE

for his hard work, dedication, and his service to the community to make the 2015 B.A.S.S. Elite Series on the Sabine River such a success.

**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 28<sup>th</sup> day of April, 2015.

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Jimmy Sims, Mayor

# Proclamation

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- NOW THEREFORE On behalf of the City of Orange, I, Jimmy Sims, Mayor, would like to recognize

**DAVID JONES**

for his hard work, dedication, and his service to the community to make the 2015 B.A.S.S. Elite Series on the Sabine River such a success.

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 28<sup>th</sup> day of April, 2015.

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Jimmy Sims, Mayor

# P roclamation

## OFFICE OF THE MAYOR

### City of Orange

**WHEREAS** sexual violence is a devastating and intolerable crime, affecting men, women, and children of all races, ages, cultures, economic situations, and abilities; and

**WHEREAS** sexual violence is a major social problem in homes, schools, and communities across Orange, Texas, resulting in countless physical, mental, and other health consequences; and

**WHEREAS** sexual violence seriously affects our youth, with 44% of victims being under age 18, both males and females with 93% of those victims having known their assailant ; and

**WHEREAS** Human Sex Trafficking is increasing domestically with the average age of trafficking victims being 12 years of age; and

**WHEREAS** sexual crime remains the most under reported crime in the United States; and

**WHEREAS** Orange, Texas; in conjunction with other organizations and entities nationwide, designates the month of April as an additional opportunity to promote awareness and prevention of sexual violence; and

**WHEREAS** the Rape and Suicide Crisis Center of Southeast Texas is committed to eliminating sexual violence through education and community action across Orange, Texas and promoting equality, safety, and respect among all individuals, and helping victims become survivors;

**NOW THEREFORE** I, Jimmy Sims, Mayor of the City of Orange, Texas, do hereby proclaim the month April 2015, as

## SEXUAL ASSAULT AWARENESS MONTH

in the City of Orange, Texas.

**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 28<sup>th</sup> day of April, 2015.

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Jimmy Sims, Mayor

# P roclamation

OFFICE OF THE MAYOR

City of Orange

**WHEREAS** Therapeutic Family Life (TFL) has been in existence in Texas since July of 1993, providing service to the Texas Department of Family and Protective Services Child Protective Services Division, as well as County Juvenile Probation Departments; and

**WHEREAS** TFL is a Christian-based, private non-profit foster care agency that places abused, neglected and hurting children in therapeutic foster homes, which ensures that the physical, emotional, and spiritual needs of the foster children are met; and

**WHEREAS** in 1994 Marlinda Children's Ranch located on Bob Hall Road, Orange, Texas was opened by Therapeutic Family Life in honor of Orange attorney, Marlin Thompson, and his wife, Linda, who built the home; and

**WHEREAS** the Foster Group Home services high risk, adolescent males providing them peer reinforcement guidance, around the clock care and supervision; and

**WHEREAS** since the opening of the Ranch, over 200 young males have been provided a safe, family like environment to grow and thrive while receiving needed treatment; and

**WHEREAS** Tony and Denice Cox are the primary care givers who are committed to teaching, nurturing, and protecting the young males as well as taking an active role in the therapy and healing process for each individual;

**NOW THEREFORE** I, Jimmy Sims, Mayor of the City of Orange, Texas, do hereby proclaim that this proclamation shall serve as a notice for today and a reminder for tomorrow that the citizens of Orange, Texas, in the year 2015 have acknowledged the importance of Therapeutic Family Life to this community.

**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 28<sup>th</sup> day of April, 2015.

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Jimmy Sims, Mayor

**MEMORANDUM**

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**To:** Dr. Shawn Oubre Ph.D., City Manager  
**From:** Kelvin Knauf, Director of Planning and Community Development  
**Subject:** Consider and take any necessary action on approval of the minutes for the Planning and Zoning Commission meeting held on December 2, 2014  
**Date:** April 8, 2015

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**Background**

Attached are the minutes of the December 2, 2014 Planning and Zoning Commission meeting. The Planning and Zoning Commission approved these minutes at their meeting held on April 7, 2015.

**Recommendation**

I recommend that the City Council approve the minutes of the Planning and Zoning Commission meeting held on December 2, 2014.

**PLANNING AND ZONING MEETING MINUTES**

**Tuesday, December 02, 2014**

The Orange Planning and Zoning Commission and the City Council met for a joint session on **Tuesday, December 02, 2014**, in the meeting room of the Orange Public Library with the following members present to-wit:

**Commissioners Present:**

Cullin Smith . . . . . Chairman  
Joe Love . . . . . Vice Chairman  
Jim Pledger . . . . . Commissioner  
Van Barnett . . . . . Commissioner

**Commissioners Absent:**

Jack Moore, Sr.

**City Council Members Present:**

Mary McKenna

**City Council Members Absent:**

Jimmy Sims, Mayor  
Theresa Beauchamp  
Tommy Ferguson  
Essie Bellfield  
Bill Mello  
Larry Spears, Jr.

**Staff Present:**

Shawn Oubre, City Manager  
Kelvin Knauf, Director of Planning & Community Development  
Jennifer Krummel, Planning Secretary

Chairman Smith called the meeting to order at 5:30 p.m. and opened the meeting by presenting the the cases to be heard as well as explaining the meeting process to the audience.

**PUBLIC HEARING**

**Case No. 14:23:** A request by the City of Orange to rezone from "R-1" low density residential zoning district to "C-2" commercial zoning district; A 41' x 201' section of a 1.3 acre tract being part of the Ben Johnson Survey on the North side of Dawnwood, approximately 400' East of Highway 87.

Mr. Oubre began by stating the applicant is only requesting a 41' x 201' section to be rezoned from "R-1" to "C-2" so that it may provide additional parking or access to his existing business. The remaining property will be subdivided into three single-family residential lots. This is the applicant's third request to have this property rezoned in order to fit the needs of the surrounding community. Mr. Oubre invited the applicant, Mr. Kevin DiLeo to the podium for his comments.

Mr. DiLeo stated his name. He is the property owner of the above said property, as well as the batting cages that abut the property. He is requesting to rezone the 41' x 201' section, in order to create a buffer zone between his existing business and the first lot for the housing sites. This will allow him access to the East side of the batting cages building. (See attached drawing)

Commissioner Pledger questioned the rezoning of the property as a "C-2" which allows a person to build up to residential (0' lot line) versus a "C-1" (10' lot line). Commissioner Pledger asked Mr. DiLeo if his request could be changed to "C-1" and Mr. DiLeo agreed. Mr. Oubre also noted that "C-1" has more restrictions than a "C-2", but should not affect Mr. DiLeo's intent of future use for this property.

Chairman Smith opened the floor for audience comments, limited to 3 minutes.

**Public comments: Gwendolyn Bland 1511 Dawnwood #12**  
(Speaking for 7 other condominium residents.)

Ms. Bland asked where the entrance to the parking lot would be located, as the traffic is quite heavy on Dawnwood. Mr. DiLeo stated it would be located off of Dawnwood and should help relieve some of the parking/congestion of vehicles which park on the side of the street from the surrounding businesses. Ms. Bland stated she and the other residents felt comfortable with this request.

**Michael Ryan 1509 Dawnwood**

Mr. Ryan questioned why a parking lot cannot be built on the property currently zoned as "R-1"? Chairman Smith stated a parking lot can be built on an "R-1", but Mr. DiLeo is planning for the future to allow a buffer for his existing business and alleviate some of the parking problems which currently exist. Mr. Ryan asked if Mr. DiLeo wanted to build houses on the three remaining lots. Mr. DiLeo stated he plans to sell the lots. Mr. Ryan stated he is concerned that if the property is rezoned to commercial, could anything be built or can it only be parking/access drive? Mr. Oubre stated the setbacks specified in the "C-1", would bring the available footage down to 20' and limit as to what could be built. Mr. Ryan feels there is plenty of parking and another parking area is not necessary. Mr. DiLeo stated the rezoning request is mainly to allow space for him to access the back side of his business and he has no immediate plans for the requested rezoned area. Commissioner Love stated he lives in the neighborhood and the parking problems which are being experienced are not from the batting cages but from the dance studio.

**George Zurlock 1508 Dawnwood**

Feels the batting cages do not need anymore parking area; would Mr. DiLeo allow the dance studio customers to park in that area? Commissioner Love stated Mr. DiLeo would not have to allow anyone to park there, but maybe he would consider renting the space to the dance studio.

**Gracie Turner 1511 Dawnwood #5**

Will there be a red light at the end of Dawnwood for the intersection of Hwy 87? Chairman Smith noted that was beyond the scope of this meeting. Mr. Oubre noted that intersection is TXDOT jurisdiction and it would be decided by them as to if a stop light would be placed there based upon their studies.

Chairman Smith asked if there were any other comments and closed the floor to the public.

Chairman Smith asked the board if they had any further questions for Mr. DiLeo or Mr. Oubre. Commissioner Pledger stated he wanted to make sure the motion is to rezone the property to "C-1" and not "C-2". Mr. Oubre asked Mr. DiLeo if the request can be changed to a "C-1" instead of the original request of "C-2". Mr. DiLeo agreed to the change of "C-1" for his request. Mr. Oubre asked if the request is to be with a fence or without; Chairman Smith stated "no fence".

**Case No. 14:24: Surplus property disposal, as per Section 8.04 of the City of Orange City Charter.**

Mr. Oubre stated the City received a request to dispose of excess property, obtained when the City bought out the water plant known as Aqua Utilities or Aqua Texas. Mr. Oubre requested approval from the Board so that it may be presented to the City Council and put up for bid. Mr. Oubre noted several benefits to disposing the property: 1.) Relieve the City from regular upkeep and maintenance and 2.) Would be added to the tax roll for additional income. The property will be requested to be zoned "R-1", if not currently. Chairman Smith questioned whether the 5' and 20' utility easements will be abandoned. Mr. Oubre stated the Public Works Director, Jim Wolf, wants to retain a utility easement on the West side of 20' and 15' on each side. Commissioner Pledger wanted to ensure the mineral rights stay with the City, if currently owned. Mr. Oubre stated he verify and ensure the City retains the rights if the property is sold.

Chairman Smith opened the floor for audience comments, limited to 3 minutes.

**Public comments:**

There were no comments; Chairman Smith moved forward to the Workshop Session.

**WORK SESSION**

Mr. Oubre introduced Mr. Kelvin Knauf as the City's new Director of Planning and Community Development.

It was noted, the City Council will take action to reappoint Mr. Joe Love to the Commission; however, there was no action necessary required by the committee.

**Case No. 14:23:** A request by the City of Orange to rezone from "R-1" low density residential zoning district to "C-2" commercial zoning district; A 41' x 201' section of a 1.3 acre tract being part of the Ben Johnson Survey on the North side of Dawnwood, approximately 400' East of Highway 87.

Chairman Smith asked if there was any discussion for Case No. 14:23. None needed.

Commissioner Pledger motioned it be accepted, *but as a "C-1" and not a "C-2"*.  
Commissioner Love 2<sup>nd</sup>

**Vote: 4 - 0**

**Motion carried**

**Case No. 14:24:** Surplus property disposal, as per Section 8.04 of the City of Orange City Charter.

Chairman Smith asked if there was any discussion for Case No. 14:24. None needed.

Commissioner Barnett motioned to accept with the City retaining the mineral rights.  
Commissioner Love 2<sup>nd</sup>

**Vote: 4 - 0**

**Motion carried**

Chairman Smith made a request for motion to accept the minutes for October 07, 2014 meeting.

Commissioner Barnett made a motion to accept the minutes.  
Commissioner Pledger 2<sup>nd</sup>

**Vote: 4 - 0**

**Motion Carried**

**Meeting adjourned at 6:04 p.m.**

STATE OF TEXAS }

COUNTY OF ORANGE }

April 14, 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, April 14, 2015.

<b>COUNCIL MEMBERS PRESENT:</b>	Theresa Beauchamp Tommy Ferguson Essie Bellfield Mary McKenna Bill Mello	Mayor Pro Tem Council Member Council Member Council Member Council Member
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<b>COUNCIL MEMBERS ABSENT:</b>	Jimmy Sims Larry Spears Jr.	Mayor Council Member
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<b>STAFF MEMBERS PRESENT:</b>	Jay Trahan  Rhonda Haskins Patricia Anderson Sparky Robinson David Frenzel Jim Wolf Kelvin Knauf  Gail English Sandy Wilson Ashley Mahana  Mike Zeto Kelly Griffin  John Cash Smith Andrew Culpepper	Assistant City Manager, Director of Economic Development City Secretary Deputy City Secretary Police Major Fire Chief Director of Public Works Director of Planning and C o m m u n i t y Development Director of Finance Grants Planner Convention and Visitor's Bureau Coordinator CIS Manager Police Evidence & ID Tech City Attorney City Attorney
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<b>STAFF MEMBERS ABSENT:</b>	Dr. Shawn Oubre Lane Martin Brenna Manasco	City Manager Chief of Police Library Director
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Mayor Pro Tem Beauchamp called the meeting to order at 9:10 A.M.

Council Member Mello 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.**

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

**APPROVAL OF MINUTES**

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

**CITIZEN COMMENTS**

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Sandy Wilson, Grants Planner, invited everyone to the 2015 Fair Housing Conference, Thursday, April 23, 2015 from 8:00 A.M. until 3:30 P.M. at the Robert A. (Bob) Bowers Civic Center in Port Arthur, Texas.

Ashley Mahana, Convention and Visitor's Bureau Coordinator, invited everyone to "Family Film Night" on Saturday, April 18, 2015 from 5:00 P.M. until 10:00 P.M. at the Orange Pavilion. The theme is baseball. She advised "Art in the Park" has been re-scheduled for Saturday, May 2, 2015 from 9:00 A.M. until 3:00 P.M. It will still be held at Stark Park.

Robert Patterson, 3802 Cochran Street, is concerned about the crime in the Ridgemont/Roselawn subdivisions. He would like for Council to receive a monthly report on crimes committed in the City of Orange. He is also concerned about investment property owners.

Elvin Blanchard, 3763 Ridgemont, advised his home was broken into several weeks ago. He is concerned about the crime in his neighborhood.

**RESOLUTIONS**

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RESOLUTION AUTHORIZING THE EXTENSION OF THE CITY'S AGREEMENT WITH WELLS FARGO BANK TO PROVIDE BANKING SERVICES THROUGH MAY 31, 2018.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-27.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS WAIVING INTEREST

ON MOWING AND DEMOLITION LIENS PLACED ON PROPERTY LOCATED AT 811 BURTON.

Mr. Knauf advised Conrad Orange Shipyard is requesting that the City release \$7,099.33 in mowing and demolition liens for the property located at 811 Border Street. The principal is \$5,133.06 and the interest on the lien is \$1,966.27. Staff is recommending only waiving the interest on the mowing and demolition liens placed on the property, \$1,966.27.

After discussion, an amended motion to waive one-half of the mowing and demolition liens and interest placed on property located at 811 Border Street was made by Council Member Mello. Second to the motion was made by Council Member Ferguson which carried unanimously.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS WAIVING ONE-HALF OF THE MOWING AND DEMOLITION LIENS AND INTEREST PLACED ON PROPERTY LOCATED AT 811 BORDER STREET.

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-28.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS AWARDED THE BID AND CONTRACT FOR MOWING OF VACANT PROPERTIES THAT VIOLATE CITY CODES AND ORDINANCES TO SOUTHEAST TEXAS LAWN AND MAINTENANCE.

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 2015-29.

**CITY COUNCIL REPORT**

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Council Member Ferguson encouraged citizens to attend "Family Film Night", Saturday, April 18, 2015.

Council Member Bellfield thanked Mr. Trahan for the letter he wrote to the Greyhound Company regarding a bus stop in Orange. Mr. Trahan advised the City has not heard anything back from the Company. She would like City staff to look into forming a junior police group and a junior fire group. She asked what the population of the City. Mr. Trahan advised it is 18,545. She wanted to know why seven Council Members are needed if the population is dropping.

Council Member McKenna encouraged citizens to attend "Family Film Night" and "Art in the Park". She invited everyone to attend the Mystery Dinner Theater sponsored by Southeast Texas Hospice. The event will be held April 20 & 21, 2015 at the St. Mary's Parish Hall located at 912 W. Cherry Avenue.

Council Member Mello advised the Easter Egg Hunt held on Good Friday was a good event for the children. He advised Mayor Pro Tem Beauchamp did a good job conducting the meeting,

Council Member Bellfield advised that Council Member McKenna's mother founded Southeast Texas Hospice. She advised it does a wonderful job and encouraged everyone to attend its

Mystery Dinner Theater.

Mayor Pro Tem Beauchamp advised she attended an event in Beaumont last weekend and several individuals commented on how much the City of Orange has going on. She is proud of Orange and the events that are happening here.

**ADJOURNMENT**

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

The meeting adjourned at 9:48 A.M.

\_\_\_\_\_  
Theresa Beauchamp, Mayor Pro Tem

**ATTEST:**

\_\_\_\_\_  
Rhonda Haskins, City Secretary

## MEMORANDUM

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

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

**Subject:** Conduct a public hearing concerning a proposed plan for the construction of bicycle lanes, sidewalks and a parking lot

**Date:** April 21, 2015

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### Background

The Texas Department of Transportation (TxDOT) is soliciting projects for funding under the Transportation Alternatives Program. This program encourages cities in non-metropolitan areas and other organizations to develop alternative means of transportation to vehicles.

We have developed a plan to create bicycle lanes, remove 2,000 square yards of old sidewalks and construct 4,000 square yards of new sidewalks to link venues between the historic districts and the cultural district. Attached is a map showing the location of the proposed bicycle lanes, sidewalks and a parking lot. Sidewalks are proposed for the following:

Burton Street from 16<sup>th</sup> Street to Park Avenue

Park Avenue from Burton Avenue to 16<sup>th</sup> Street

15<sup>th</sup> Street from Park Avenue to Orange Avenue

Orange Avenue from 15<sup>th</sup> Street to 13<sup>th</sup> Street

13<sup>th</sup> Street from Orange Avenue to Pine Avenue

1200 linear feet on Destroyer Street

400 linear feet on Elm Street

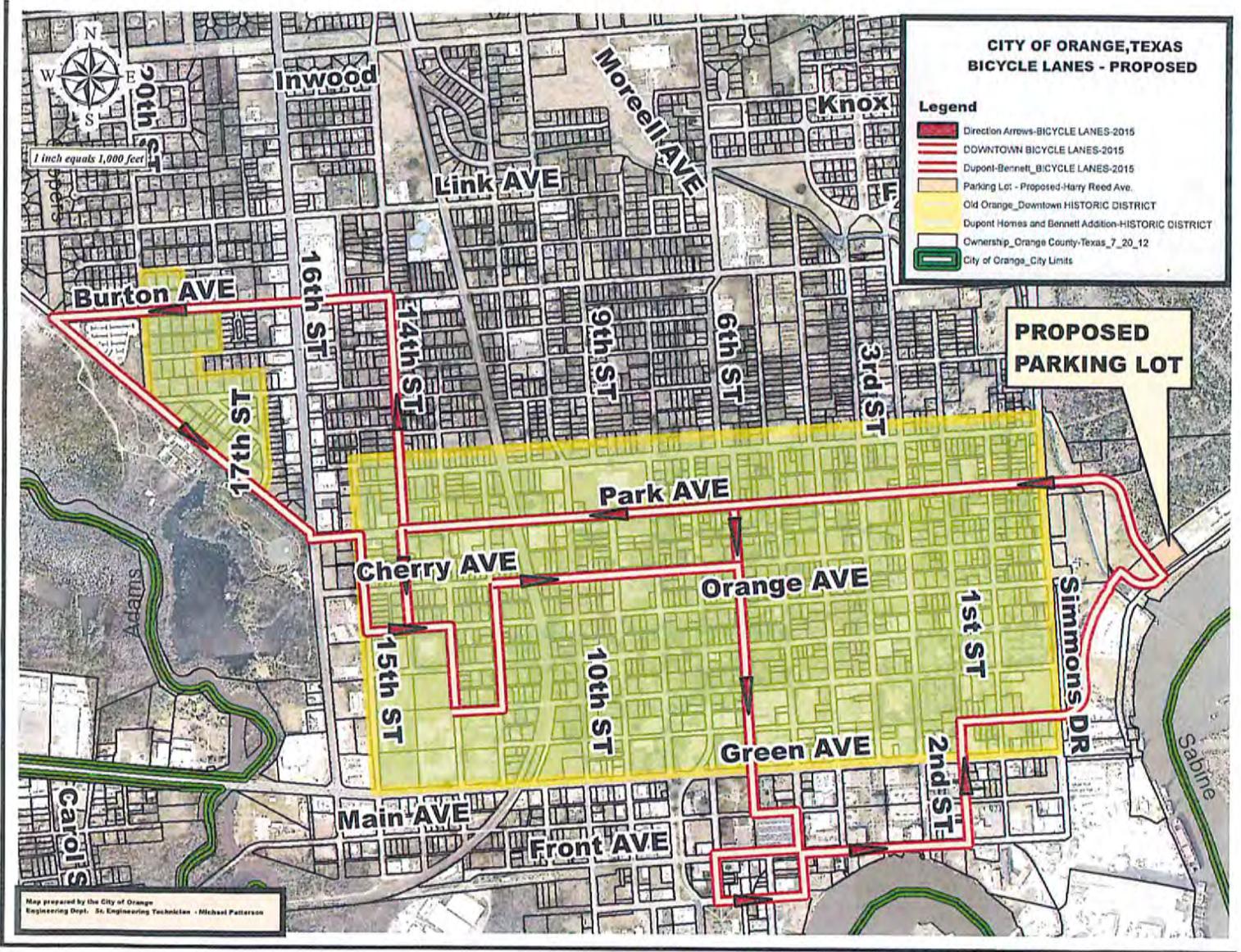
Miscellaneous minor sidewalk replacement within the Old Orange Historic District

The benefits of the bicycle lanes and sidewalks are that they provide a designated route for alternative transportation, increase health awareness in the community, improve quality of life and can help relieve parking congestion at community venues. Also, the Comprehensive Master Plan provides an implementation strategy of building pedestrian and bicycling paths in the community and the proposed project would help fulfill that implementation strategy.

The estimated cost is \$855,169. The City's local match portion is \$98,159 (\$75,850 for construction and \$22,309 for administrative costs) with TxDOT's share being \$757,010 (\$667,775 for construction and \$89,235 for administrative costs).

**Recommendation**

We recommend that the City Council conduct a public hearing concerning the attached plan for the construction of bicycle lanes, sidewalks and a parking lot.



# Memorandum

**To:** Mayor and Council  
**From:** Dr. Shawn Oubre, City Manager  
**Date:** April 22, 2015  
**Subject:** CenterPoint Energy 2015 Annual GRIP Adjustment for the Beaumont/East Texas Division

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On March 31, 2015, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or “Company”) filed a Gas Reliability Infrastructure Program (“GRIP”) adjustment factor in the Beaumont/East Texas Division of the Company. The Company is authorized to make annual GRIP rate change requests pursuant to Texas law passed in 2003, Gas Utility Regulatory Act. The GRIP Statute authorizes gas utility companies to request annual cost increases associated with year-to-year changes in incremental investment. The changes in investment are not subject to reasonableness review in the GRIP filing. Instead all amounts collected under a GRIP filing are considered interim rates subject to complete review and refund in the Company’s next base proceeding.

In this case the Company has determined that CenterPoint’s capital investment in the Beaumont/East Texas Service Area has increased by \$42,325,044 during calendar year 2014.

The GRIP Statute provides that the proposed GRIP rate surcharge will become effective 60 days from the date of the Company’s filing or May 30, 2015, unless suspended by the Cities. Cities may suspend the GRIP rate increase for an additional 45 days beyond the Company’s proposed effective date of May 30, 2015 while reviewing the GRIP application.

During the suspension period any issues related to whether the GRIP filing comports with the GRIP filing rules can be reviewed so that Cities may make a final decision on this GRIP proposal.

ORDINANCE OF THE CITY OF ORANGE, TEXAS SUSPENDING THE RATES PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS (“CENTERPOINT” OR “COMPANY”) COMPANY’S GAS RELIABILITY INFRASTRUCTURE PROGRAM (“GRIP”) FILING MADE WITH THE CITY ON MARCH 31, 2015; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND DECLARING AN EFFECTIVE DATE

WHEREAS, on or about March 31, 2015, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or “Company”) filed an Annual GRIP adjustment for the Beaumont/East Texas Service Area with the City of Orange (“City”) to increase gas rates in the Beaumont/East Texas Service Area pursuant to *Gas Utility Regulatory Act*, TEX. UTIL. CODE (“Gas Utility Regulatory Act”) §104.301; and

WHEREAS, the Company proposed an effective date of May 30, 2015, for the rate increase; and

WHEREAS, City has exclusive original jurisdiction over the rates, operations and services of a gas utility in areas in the municipality pursuant to Gas Utility Regulatory Act §103.001; and

WHEREAS, Gas Utility Regulatory Act §104.301 requires a streamlined process for the recovery of the costs of incremental investment by a gas utility; and

WHEREAS, the City’s review of CenterPoint’s GRIP filing is limited to a ministerial review of the filing for compliance with the statute; and

WHEREAS, the City finds the need to suspend the effective date of CenterPoint’s proposed rate increase for 45 days beyond the Company’s proposed effective date until July 15, 2015 in order to review the Company’s filing for compliance with Gas Utility Regulatory Act §104.301; and

WHEREAS, the reasonableness of the Company’s investment will be reviewed in CenterPoint’s subsequent base rate case where all costs included in CenterPoint’s GRIP filing will be subject to refund.

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

Section 1. The statement and findings set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2. The effective date of the Company's proposed GRIP rate increase, and the proposed tariffs related thereto, are hereby suspended until July 15, 2015.

Section 3. To the extent the City finds that the rates proposed by CenterPoint's filing comply with Gas Utility Regulatory Act §104.301, then the rates will become effective by operation of law on July 15, 2015.

Section 4. The meeting at which the ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED on first reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED, APPROVED and ADOPTED on final reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Jimmy Sims, Mayor

ATTEST:

\_\_\_\_\_  
Rhonda Haskins, City Secretary

APPROVED:

\_\_\_\_\_  
City Attorney

**MEMORANDUM**

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**To:** Dr. Shawn Oubre, Ph.D., City Manager  
**From:** Kelvin Knauf, Director of Planning and Community Development  
**Subject:** Consider and take any necessary action concerning an ordinance amending the Future Land Use Map from Residential to Commercial on a 41' x 201' section of a 1.3 acre tract being part of the Ben Johnson Survey on the north side of Dawnwood Drive, approximately 400 linear feet east of Highway 87  
**Date:** April 16, 2015

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**Background**

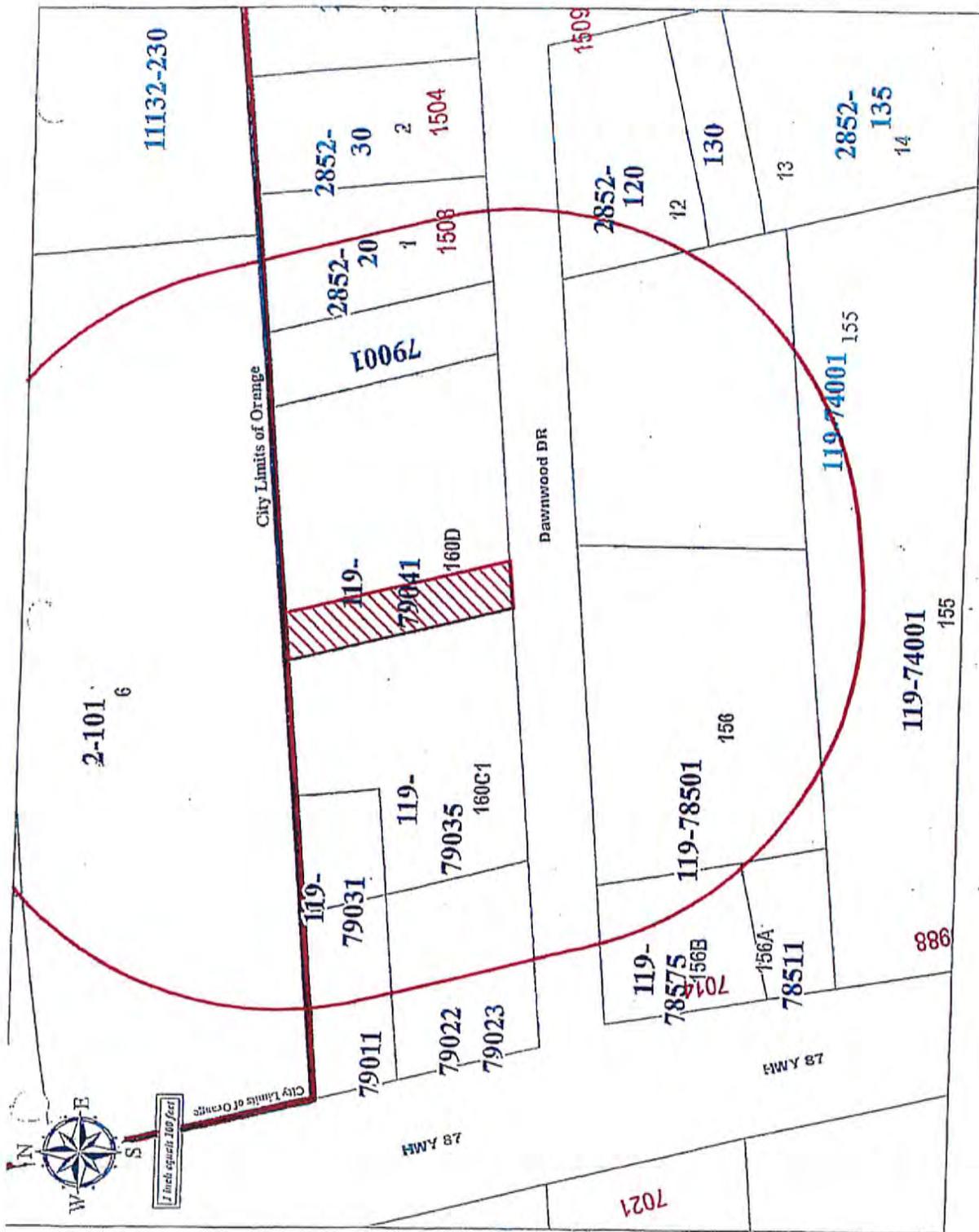
On January 27, 2015 the City Council approved on second and final reading, the rezoning of a 41' x 201' section of a 1.3 acre tract being part of the Ben Johnson Survey on the north side of Dawnwood Drive, approximately 400 linear feet east of Highway 87 from "R-1" Low Density Residential Zoning District to "C-1" Light Commercial Zoning District. The property is owned by Dr. Kevin DiLeo.

The Future Land Use Map shows the property to be residential rather than commercial. On April 7, 2015 the Planning and Zoning voted unanimously to recommend changing the property from Residential to Commercial. Attached is a proposed ordinance, including a map showing the location of the property, which would amend the Future Land Use Map as recommended by the Planning and Zoning Commission.

**Recommendation**

I recommend that the City Council adopt an ordinance amending the Future Land Use Map from Residential to Commercial on a 41' x 201' section of a 1.3 acre tract being part of the Ben Johnson Survey on the north side of Dawnwood Drive, approximately 400 linear feet east of Highway 87.

# Exhibit A



**AN ORDINANCE AMENDING THE OFFICIAL FUTURE LAND USE MAP FROM RESIDENTIAL USES TO COMMERCIAL USES ON A 41' X 201' SECTION OF A 1.3 ACRE TRACT BEING PART OF THE BEN JOHNSON SURVEY ON THE NORTH SIDE OF DAWNWOOD DRIVE, APPROXIMATELY 400 LINEAR FEET EAST OF HIGHWAY 87; DIRECTING THE CITY MANAGER TO AMEND THE FUTURE LAND USE MAP; MAKING CERTAIN FINDINGS RELATIVE THERETO; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the Planning and Zoning Commission met in regular session on April 7, 2015 to consider amending the Future Land Use Map from Residential to Commercial on a 41' x 201' section of a 1.3 acre tract being part of the Ben Johnson Survey on the north side of Dawnwood Drive, approximately 400 linear feet east of Highway 87; and,

**WHEREAS**, the Commission voted unanimously 4-0 to recommend that the City Council approve the above referenced map amendment; now, therefore,

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

**Section 1.** The official Future Land Use Map is amended to designate as Commercial uses a 41' x 201' section of a 1.3 acre tract being part of the Ben Johnson Survey on the north side of Dawnwood Drive, approximately 400 linear feet east of Highway 87 as shown on Exhibit "A" to this ordinance.

**Section 2.** The city manager is hereby directed to amend the official Future Land Use Map in accordance with Section 1.

**Section 3.** The City Council of the City of Orange, Texas hereby legislatively finds and determines that this ordinance and the Future Land Use Map amendment established herein will be in harmony with the general purpose and intent of the Comprehensive Zoning Ordinance and Master Plan of the City of Orange; will be as a substantial relationship to the public welfare; and that all procedural requirements have been satisfied as to this matter.

**Section 4.** This ordinance shall be effective after the second and final approval and publication as required by the Orange City Charter and state law.

**PASSED and APPROVED** on the first reading this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED, APPROVED, and ADOPTED** on the final reading on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Jimmy Sims, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhonda Haskins, City Secretary

\_\_\_\_\_  
City Attorney

**AN ORDINANCE AMENDING THE ADOPTED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING ON SEPTEMBER 30, 2015 IN ACCORDANCE WITH THE CHARTER OF THE CITY OF ORANGE, TEXAS.**

**WHEREAS**, the City Manager of the City of Orange, Texas, submitted a budget proposal to the City Council more than forty-five (45) days prior to the beginning of the fiscal year and in said budget proposal set out the estimated revenues, expenditures, detailed classifications and other information as required by the City Charter of the City of Orange, Texas; and

**WHEREAS**, the City Council finds that all provisions pertaining to the adoption of a budget contained in the City Charter have been in all things complied with; and

**WHEREAS**, the Council held a public hearing on said budget on August 26, 2014; and

**WHEREAS**, after a full and final consideration, the City Council did approve the budget and adopted a budget on September 9, 2014; and

**WHEREAS**, during the course of a fiscal year unanticipated expenses are encountered; and

**WHEREAS**, such conditions are recognized by the City Charter of the City of Orange, Texas and provisions made for their relief upon the request of the City Manager, and

**WHEREAS**, the details of such an amendment are provided as attachments which are attached hereto and made a part thereof; now therefore

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS;**

That the following section of Ordinance 2014-30 which outlines the appropriations for the FY' 2014 Budget is hereby amended to read as follows:

**Section 2**

That the sum of EIGHTEEN MILLION, ONE HUNDRED EIGHTY FIVE THOUSAND, THREE HUNDRED SIXTEEN AND NO/100 (\$18,185,316) DOLLARS is hereby appropriated out of the General Fund for the payment of operating expenses, capital outlay and inter-fund transfers out of the City government as set forth in detail in the budget.

**Section 3a**

That the sum of TWO THOUSAND, NINE HUNDRED TWENTY FOUR AND NO/100 (\$2,924) DOLLARS is hereby appropriated out of the General Capital Improvement Fund for the payment of

capital outlay expenses as set forth in detail in the budget.

**Section 4**

That the sum of SEVEN MILLION, SEVEN HUNDRED THIRTY SEVEN THOUSAND, TWO HUNDRED EIGHTY FIVE AND NO/100 (\$7,737,285) DOLLARS is hereby appropriated out of the Water and Sewer Enterprise Fund for the payment of operating expenses, capital outlay and inter-fund transfers of the municipally owned Water and Sewer Utility and for the purpose of paying the accruing interest, principal and service charges on the water and sewer supported debt service bonds, as listed in detail in the budget.

**Section 4a**

That the sum of ONE HUNDRED EIGHTY NINE THOUSAND, FIVE HUNDRED AND NO/100 (\$189,500) DOLLARS is hereby appropriated out of the Series 2015 Bond Construction Fund for the payment of bond construction costs as set forth in detail in the budget.

**Section 6**

That the sum of FIVE MILLION, FIVE HUNDRED THOUSAND, SIX HUNDRED THIRTY FIVE AND NO/100 (\$5,500,635) DOLLARS is hereby appropriated out of the Special Revenue Fund for the payment of operating expenses and capital outlay of the City government as set forth in detail in the budget.

**PASSED** and **APPROVED** on first reading this the \_\_\_\_ day of April 2015.

**PASSED, APPROVED** and **ADOPTED** on final reading this the \_\_\_\_ day of May 2015.

\_\_\_\_\_  
Jimmy Sims, Mayor

**Attest:**

\_\_\_\_\_  
Rhonda Haskins, City Secretary

**Approved:**

\_\_\_\_\_  
John Cash Smith, City Attorney

Budget Amendments - Fiscal Year 2015

	2	3	3a	4	4a	5	5a	6	Total
	General	Debt Service	General CIP	Water & Sewer	Construction	Sanitation	Utility CIP	Special Revenue	
Original - Revenue	18,187,126	905,575	150	7,633,586	0	1,888,193	150	1,200,785	29,815,565
Amend #1			257,500					4,060,355	4,317,855
Amended Revenues	18,187,126	905,575	257,650	7,633,586		1,888,193	150	5,261,140	34,133,420
Original - Expense	17,962,196	994,525	0	7,603,747	0	1,731,464	0	1,459,547	29,751,479
Amend #1	223,120		2,924	133,538	189,500			4,046,748	4,595,830
Amended Expenses	18,185,316	994,525	2,924	7,737,285	189,500	1,731,464	0	5,506,295	34,347,309
Total Increase(Decrease) in Budget	223,120	0	(254,576)	133,538	189,500	0	0	(13,607)	277,975

**Budget Amendment Summary  
FY 2015 – 1st Amendment April 2015**

<b>General Fund</b>			
001-501-4125	Natatorium	2,801	To amend budget for pool pump repairs at Natatorium. Carry forward of purchase order from FY 2014.
001-540-4125	Fire	42,597	To amend budget for equipment purchase for Alternate Response First Responder Plan. Carry forward of project approved but not completed in FY 2014.
001-550-4125	Engineering	1,500	To amend budget for cost of replacement computer.
001-561-4233	Building Services	6,875	To amend budget for new door at Natatorium. Carry forward of purchase order from FY 2014.
001-561-4309	Building Services	61,337	To amend budget for cost of architectural and HVAC repairs for Central Fire Station sleeping quarter project. Carry forward of project from FY 2014. Approved 2015-20 2/24/2015.
001-563-4328	Street & Drainage	78,010	To amend budget for additional funds needed for Quiet Zone Project purchase of wayside horn. Carry forward of project from FY 2014.
001-569-4310	Parks	<u>30,000</u>	To amend budget for approved repairs and upgrades to Solomon Johnson Park. Approved 3/10/2015.
		<u>223,120</u>	Total Change (Expense)
<b>General CIP Fund</b>			
010-000-3244	General CIP	<u>(257,500)</u>	To amend revenue for inter-fund transfer of funds from General Fund for future year capital purchases as established in FY 2015 General Fund Budget. Police Department \$90,000 and Fire Department \$167,500.
010-700-4328	General CIP	<u>2,924</u>	To amend budget for additional funds needed for Quiet Zone Project Purchase of wayside horn. Carry forward of project from FY 2014.
		<u>(254,576)</u>	Total Change (Revenue and Expense)
<b>Water and Sewer Fund</b>			
020-652-4321	Sewer Disposal	80,210	To amend budget for carry forward of projects that were started in FY 2014. SEP Project \$78,243, Scada JWWTP \$15,480 less \$13,513 AC JWWTP completed in prior year.
020-660-4105	Customer Service	5,328	To amend budget for the purchase of Folder/Sealer Machine for utility bills/mailers.
020-652-4326	Meter Readers	35,000	To amend the budget for radio read meter installation contract change order #2. Approved 1/13/2015.
020-652-4326	Meter Readers	<u>13,000</u>	To amend budget for additional funds needed for meter costs during FY 2015.
		<u>133,538</u>	Total Change (Expense)
<b>2015 Bond Construction</b>			
021-710-4328	2015 Bond Construction	189,500	To amend budget for engineering cost on upcoming proposed WS bond issue. Approved 01/13/2015.

		189,500	Total Change (Expense)		
<b>Special Revenue Funds</b>					
<b>Orange Development - H/M Tax Fund</b>					
040-620-4222	CVB	36,000	To amend budget for HM Tax allocation approved by City Council.		
040-620-4251		(5,350)			
040-625-4224		<u>(26,163)</u>			
		4,487	Total Change (Expense)		
<b>CDBG Fund</b>					
042-661-4251	CDBG Admin	13,000	To amend budget for consultant expense to prepare Analysis of Impediments to Fair Housing approved 10/28/2014, \$13,000, and additional training cost, \$5,000.		
042-661-4260		<u>5,000</u>			
		18,000	Total Change (Expense)		
<b>Texas GLO Grant Fund</b>					
046-000-3293	Texas GLO Grant Revenue	(975,933)	To amend budget for balance of Grant Funds GLO DRS Grant Round 2.1 Revenue.		
046-676-4010	Texas GLO Grant	2,750	To amend budget for balance of Grant Funds GLO DRS Grant Round 2.1.		
046-676-4020		(31,186)			
046-676-4060		565			
046-676-4062		(2,138)			
046-676-4063		(70)			
046-676-4064		(230)			
046-676-4311		970,133			
		(36,109)	Total Change (Revenue and Expense)		
<b>Texas GLO Grant Fund</b>					
046-000-3298	Texas GLO Grant Revenue	(3,078,762)	To amend budget for balance of Grant Funds GLO DRS Grant Round 2.2 Revenue.		
046-677-4010	Texas GLO Grant	15,000	To amend budget for balance of Grant Funds GLO DRS Grant Round 2.2.		
046-677-4020		10,000			
046-677-4060		3,000			
046-677-4062		1,915			
046-677-4063		125			
046-677-4064		125			
046-677-4117		449			
046-677-4222		4,500			
046-677-4224		1,232			
046-677-4251		49,416			
046-677-4311		<u>2,993,000</u>			
				0	Total Change (Revenue and Expense)
<b>State Criminal Forfeiture Fund</b>					

049-650-4222	State Criminal Forfeiture Fund	<u>15</u>	To amend budget for the remaining balance of State Forfeiture Funds.
		<u>15</u>	Total Change (Expense)
<b>Texas Forest Service Grant</b>			
060-000-3249	Texas Forest Service Grant	(5,660)	To amend budget for grant funds received under Texas Forest Service TIFMAS Grant.
060-689-4260	Texas Forest Service Grant	5,660	To amend budget for grant funds to be used for training under the Texas Forest Service Grant.
		<u>0</u>	Total Change (Revenue and Expense)
	Total All Funds	<u>277,975</u>	Total Change (Revenue and Expense) All Funds
	Funding Sources:	223,120	General Fund reserves
		(254,576)	General CIP reserves
		133,538	Water and Sewer reserves
		189,500	2015 Bond Construction
		<u>(13,607)</u>	Special Revenue additional expenses offset by additional revenues except for minor adjustment.
		<u>277,975</u>	

# Budget Amendment #1 FY 2015 - Revenue

From Date: 10/1/2014 - To Date: 4/7/2015

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 010 Capital Projects						
Department: 000 Revenue						
3244 - Inter-Fund Transfer Capital Projects						
	11/04/2014	2015-00000361	General CIP Fund	\$257,500.00	\$0.00	\$257,500.00
				\$257,500.00	\$0.00	\$257,500.00
Department: 000 Revenue Totals:				\$257,500.00	\$0.00	\$257,500.00
<b>Fund Totals: Capital Projects</b>				\$257,500.00	\$0.00	\$257,500.00
Fund: 046 TX GLO Grant Fund						
Department: 000 Revenue						
3293 - Tx General Land Office Disaster Recovery Grant Round 2.1						
	04/07/2015	2015-00002165	Texs GLO Grant Revenue	\$0.00	\$975,933.00	(\$975,933.00)
	04/07/2015	2015-00002167	Texs GLO Grant Revenue	\$1,951,866.00	\$0.00	\$975,933.00
				\$1,951,866.00	\$975,933.00	\$975,933.00
Department: 000 Revenue Totals:				\$1,951,866.00	\$975,933.00	\$975,933.00
3298 - TX General Land Office Disaster Recovery Grant Round 2.2						
	04/07/2015	2015-00002165	Texs GLO Grant Revenue	\$0.00	\$3,078,762.00	(\$3,078,762.00)
	04/07/2015	2015-00002167	Texs GLO Grant Revenue	\$6,157,524.00	\$0.00	\$3,078,762.00
				\$6,157,524.00	\$3,078,762.00	\$3,078,762.00
Department: 000 Revenue Totals:				\$6,157,524.00	\$3,078,762.00	\$3,078,762.00
<b>Fund Totals: TX GLO Grant Fund</b>				\$6,157,524.00	\$3,078,762.00	\$3,078,762.00
Fund: 060 TX Forest Service Grant Fund						
Department: 000 Revenue						
3249 - TX Forest Service Grant Proceeds						
	04/07/2015	2015-00002164	Texas Forest Service Grant - Revenue	\$0.00	\$5,660.00	(\$5,660.00)
	04/07/2015	2015-00002166	Texas Forest Service Grant - Revenue	\$11,320.00	\$0.00	\$5,660.00
				\$11,320.00	\$5,660.00	\$5,660.00
Department: 000 Revenue Totals:				\$11,320.00	\$5,660.00	\$5,660.00
<b>Fund Totals: TX Forest Service Grant Fund</b>				\$11,320.00	\$5,660.00	\$5,660.00
<b>Grand Totals:</b>				\$8,378,210.00	\$4,060,355.00	\$4,317,855.00

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*Increase in Revenue 4,317,855*

# Busget Amendment #1 FY 2015 - Expense

From Date: 10/1/2014 - To Date: 4/7/2015

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 001 General Fund						
Department: 441 Human Resources						
4116 - Printing	11/10/2014	2015-00000457	Human Resources	\$0.00	\$1,300.00	\$1,500.00
				\$0.00	\$1,300.00	\$200.00
4251 - Consultant Expense	11/10/2014	2015-00000457	Human Resources	\$1,300.00	\$0.00	\$25,000.00
				\$1,300.00	\$0.00	\$26,300.00
				\$1,300.00	\$1,300.00	\$26,300.00
Department: 441 Human Resources Totals:						\$3,200.00
Department: 501 Natatorium						
4125 - Equipment	10/10/2014	2015-00000079	Natatorium - Pool pump repairs	\$2,801.00	\$0.00	\$6,001.00
				\$2,801.00	\$0.00	\$6,001.00
				\$2,801.00	\$0.00	\$6,001.00
Department: 501 Natatorium Totals:						\$90,000.00
Department: 520 Police						
4323 - Vehicles	11/04/2014	2015-00000362	To set up CIP Transfers FY2015	\$0.00	\$90,000.00	\$0.00
				\$0.00	\$90,000.00	\$0.00
Department: 520 Police Totals:						\$40,000.00
Department: 540 Fire						
4125 - Equipment	11/19/2014	2015-00000556	Equipment for Alternate Response First Responder Plan	\$42,597.00	\$0.00	\$82,597.00
				\$42,597.00	\$0.00	\$82,597.00
Department: 4309 - Building Maint.- Capital						
4323 - Vehicles	11/04/2014	2015-00000362	To set up CIP Transfers FY2015	\$0.00	\$42,500.00	\$7,500.00
				\$0.00	\$42,500.00	\$7,500.00
Department: 4309 - Building Maint.- Capital Totals:						\$125,000.00
Department: 4309 - Building Maint.- Capital Totals:						\$100,000.00

# Busget Amendment #1 FY 2015 - Expense

From Date: 10/1/2014 - To Date: 4/7/2015

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 001 General Fund						
Department: 540 Fire						
4323 - Vehicles						
	11/04/2014	2015-00000362	To set up CIP Transfers FY2015	\$0.00	\$100,000.00	\$125,000.00
				\$0.00	\$125,000.00	\$0.00
Department: 540 Fire Totals:				\$42,597.00	\$167,500.00	\$600.00
Department: 550 Engineering						
4125 - Equipment						
	12/16/2014	2015-00000863	Engineering - New computer	\$1,500.00	\$0.00	\$2,100.00
				\$1,500.00	\$0.00	\$2,100.00
Department: 550 Engineering Totals:				\$1,500.00	\$0.00	\$600.00
Department: 552 Planning						
4101 - Office Supplies						
	12/04/2014	2015-00000721	New computer for Kelvin Knauf	\$0.00	\$32.00	\$1,068.00
				\$0.00	\$32.00	\$1,068.00
Department: 552 Planning Totals:				\$0.00	\$32.00	\$400.00
Department: 560 Code Enforcement						
4101 - Office Supplies						
	12/04/2014	2015-00000721	New computer for Kelvin Knauf	\$32.00	\$0.00	\$432.00
				\$32.00	\$0.00	\$432.00
Department: 560 Code Enforcement Totals:				\$32.00	\$32.00	\$1,300.00
4105 - Tools						
	12/04/2014	2015-00000721	New computer for Kelvin Knauf	\$0.00	\$32.00	\$1,268.00
				\$0.00	\$32.00	\$1,268.00
Department: 560 Code Enforcement Totals:				\$32.00	\$0.00	\$400.00
				\$32.00	\$0.00	\$432.00
				\$32.00	\$32.00	\$432.00

# Busget Amendment #1 FY 2015 - Expense

From Date: 10/1/2014 - To Date: 4/7/2015

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 001 General Fund						
Department: 561 Building Services						
4233 - Other Maint And Services	10/10/2014	2015-000000079	Natatorium - New door	\$6,875.00	\$0.00	\$75,000.00
				\$6,875.00	\$0.00	\$81,875.00
						\$81,875.00
Amended Balance as of: 4/7/2015						\$75,000.00
4309 - Building Maint.- Capital						
	03/13/2015	2015-00001832	Architectural & HVAC Repairs of Central Fire Station	\$61,337.00	\$0.00	\$65,666.00
				\$61,337.00	\$0.00	\$127,003.00
				\$68,212.00	\$0.00	\$127,003.00
Amended Balance as of: 4/7/2015						\$65,666.00
Department: 561 Building Services Totals:						
Department: 563 Street & Drainage						
4127 - Safety Supplies	12/23/2014	2015-00000929	Funds to install safety lights on F750 Dump Truck	\$0.00	\$36.00	\$1,500.00
				\$0.00	\$36.00	\$1,464.00
						\$1,464.00
Amended Balance as of: 4/7/2015						\$1,500.00
4323 - Vehicles	12/23/2014	2015-00000929	Funds to install safety lights on F750 Dump Truck	\$36.00	\$0.00	\$71,567.00
				\$36.00	\$0.00	\$71,603.00
						\$71,603.00
Amended Balance as of: 4/7/2015						\$71,567.00
4328 - Other Capital Outlay						
	11/03/2014	2015-00000337	Street/Drainage, Capital Projects carry forward	\$78,010.00	\$0.00	\$0.00
				\$78,010.00	\$0.00	\$78,010.00
				\$78,046.00	\$36.00	\$78,010.00
Amended Balance as of: 4/7/2015						\$0.00
Department: 563 Street & Drainage Totals:						
Department: 566 Public Works Administration						
4117 - Postage	03/23/2015	2015-00001947	Public Works Admin	\$150.00	\$0.00	\$250.00
				\$150.00	\$0.00	\$400.00
						\$400.00
Amended Balance as of: 4/7/2015						\$250.00
4119 - Computer Software Exp.	03/23/2015	2015-00001947	Public Works Admin	\$0.00	\$150.00	\$500.00
				\$0.00	\$150.00	\$350.00
						\$350.00
Amended Balance as of: 4/7/2015						\$500.00

# Busget Amendment #1 FY 2015 - Expense

From Date: 10/1/2014 - To Date: 4/7/2015

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 001 General Fund						
Department: 566 Public Works Administration						
4251 - Consultant Expense	03/23/2015	2015-00001947	Public Works Admin	\$0.00	\$500.00	\$2,500.00
				\$0.00	\$500.00	\$2,000.00
				Amended Balance as of: 4/7/2015		\$2,500.00
4260 - Conference & Training	03/23/2015	2015-00001947	Public Works Admin	\$500.00	\$0.00	\$1,000.00
				\$500.00	\$0.00	\$1,000.00
				Amended Balance as of: 4/7/2015		\$500.00
Department: 566 Public Works Administration Totals:						
Department: 569 Parks Maintenance						
4310 - Buildings	03/11/2015	2015-00001815	Parks-Solomon Johnson Park repairs/upgrades	\$30,000.00	\$0.00	\$30,000.00
				\$30,000.00	\$0.00	\$30,000.00
				Amended Balance as of: 4/7/2015		\$0.00
Department: 569 Parks Maintenance Totals:						
Department: 720 Inter Fund Transfers						
4804 - Capital Projects	11/04/2014	2015-00000362	To set up CIP Transfers FY2015	\$257,500.00	\$0.00	\$257,500.00
				\$257,500.00	\$0.00	\$257,500.00
				Amended Balance as of: 4/7/2015		\$0.00
Department: 720 Inter Fund Transfers Totals:						
<b>Fund Totals: General Fund</b>				\$482,670.00	\$259,550.00	
Fund: 010 Capital Projects						
Department: 700 Capital Projects General Fund						
4328 - Other Capital Outlay	11/03/2014	2015-00000337	Street/Drainage, Capital Projects carry forward	\$2,924.00	\$0.00	\$2,924.00
				\$2,924.00	\$0.00	\$2,924.00
				Amended Balance as of: 4/7/2015		\$0.00
Department: 700 Capital Projects General Fund Totals:						
<b>Fund Totals: Capital Projects</b>				\$2,924.00	\$0.00	

# Budget Amendment #1 FY 2015 - Expense

From Date: 10/1/2014 - To Date: 4/7/2015

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 020 Water and Sewer Enterprise						
Department: 652 Sewer Disposal						
4207 - Machinery Maintenance	10/15/2014	2015-00000121	Change order #2 of Phase 1A&B of JWWTP Improvement project	\$0.00	\$2,000.00	\$250,000.00
				\$0.00	\$2,000.00	\$248,000.00
				Amended Balance as of: 4/7/2015		\$248,000.00
4321 - Machinery	10/15/2014	2015-00000121	Change order #2 of Phase 1A&B of JWWTP Improvement project	\$2,000.00	\$0.00	\$63,513.00
	01/28/2015	2015-00001297	Budget Amendment for Machinery	\$80,210.00	\$0.00	\$65,513.00
	01/30/2015	2015-00001336	Sewer Disposal / Meter Readers	\$250,000.00	\$0.00	\$145,723.00
	04/07/2015	2015-00002158	To reverse BA 2015-1336-duplicate entry	\$0.00	\$250,000.00	\$395,723.00
				\$332,210.00	\$250,000.00	\$145,723.00
				\$332,210.00	\$252,000.00	\$145,723.00
Department: 652 Sewer Disposal Totals:						
Department: 660 Customer Service						
4105 - Tools	01/21/2015	2015-00001199	Purchase of PSM Folder/Sealer Machine	\$5,328.00	\$0.00	\$1,500.00
				\$5,328.00	\$0.00	\$6,828.00
				Amended Balance as of: 4/7/2015		\$6,828.00
4117 - Postage	10/13/2014	2015-00000086	Vital Statistics training	\$0.00	\$1,750.00	\$62,000.00
				\$0.00	\$1,750.00	\$60,250.00
				Amended Balance as of: 4/7/2015		\$60,250.00
4260 - Conference & Training	10/13/2014	2015-00000086	Vital Statistics training	\$1,750.00	\$0.00	\$350.00
				\$1,750.00	\$0.00	\$2,100.00
				\$7,078.00	\$1,750.00	\$2,100.00
Department: 660 Customer Service Totals:						
Department: 665 Meter Readers						
4326 - Meters & Settings	12/16/2014	2015-00000837	Radio-read Meter project FY15	\$13,000.00	\$0.00	\$150,000.00
	01/30/2015	2015-00001336	Sewer Disposal / Meter Readers	\$35,000.00	\$0.00	\$163,000.00
				\$48,000.00	\$0.00	\$198,000.00
				\$48,000.00	\$0.00	\$198,000.00
				\$387,288.00	\$253,750.00	\$198,000.00
Department: 665 Meter Readers Totals:						
<b>Fund Totals: Water and Sewer Enterprise</b>						

Department: 652 Sewer Disposal Totals:

Department: 660 Customer Service

4105 - Tools

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4117 - Postage

4260 - Conference & Training

Department: 660 Customer Service Totals:

Department: 665 Meter Readers

4326 - Meters & Settings

Department: 665 Meter Readers Totals:

Fund Totals: Water and Sewer Enterprise

# Busget Amendment #1 FY 2015 - Expense

From Date: 10/1/2014 - To Date: 4/7/2015

Account	GL Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 021 Water & Sewer Bond Construction						
Department: 710 2015 Tax & Rev Bond Construction						
4328 - Other Capital Outlay						
	03/16/2015	2015-00001868	2015 Bond Construction	\$70,000.00	\$0.00	\$70,000.00
	03/16/2015	2015-00001868	2015 Bond Construction	\$119,500.00	\$0.00	\$189,500.00
				\$189,500.00	\$0.00	\$189,500.00
Department: 710 2015 Tax & Rev Bond Construction Totals:						
<b>Fund Totals: Water &amp; Sewer Bond Construction</b>						
Fund: 040 Orange Development Fund						
Department: 620 Tourism & Cultural Affairs						
4222 - Special Services						
	10/17/2014	2015-00000166	To Adjust HM Occupancy Tax allocation	\$36,000.00	\$0.00	\$182,000.00
				\$36,000.00	\$0.00	\$218,000.00
						\$218,000.00
Amended Balance as of: 4/7/2015						
4251 - Consultant Expense						
	10/17/2014	2015-00000166	To Adjust HM Occupancy Tax allocation	\$0.00	\$5,350.00	\$5,350.00
				\$0.00	\$5,350.00	\$0.00
				\$36,000.00	\$5,350.00	\$5,350.00
Department: 620 Tourism & Cultural Affairs Totals:						
Department: 625 Convention and Visitors Bureau						
4224 - Advertising						
	10/17/2014	2015-00000166	To Adjust HM Occupancy Tax allocation	\$0.00	\$26,163.00	\$140,000.00
	02/18/2015	2015-00001553	CVB Consultant Expense	\$0.00	\$7,350.00	\$113,837.00
				\$0.00	\$33,513.00	\$106,487.00
						\$106,487.00
Amended Balance as of: 4/7/2015						
4251 - Consultant Expense						
	02/18/2015	2015-00001553	CVB Consultant Expense	\$7,350.00	\$0.00	\$7,350.00
				\$7,350.00	\$0.00	\$7,350.00
Department: 625 Convention and Visitors Bureau Totals:						
<b>Fund Totals: Orange Development Fund</b>						

# Budget Amendment #1 FY 2015 - Expense

From Date: 10/1/2014 - To Date: 4/7/2015

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
<b>Fund: 042 CDBG Fund</b>						
Department: 661 CDBG Administration						
4251 - Consultant Expense						
	11/04/2014	2015-00000359	To Amend Budget for Consultant Expense			Amended Balance as of: 4/7/2015 \$0.00
				\$13,000.00	\$0.00	\$13,000.00
				\$13,000.00	\$0.00	\$13,000.00
4260 - Conference & Training						
	03/23/2015	2015-00001946	CDBG approved training			Amended Balance as of: 4/7/2015 \$1,163.00
				\$5,000.00	\$0.00	\$6,163.00
				\$5,000.00	\$0.00	\$6,163.00
Department: 661 CDBG Administration Totals:						
Department: 662 CDBG Operations						
4104 - Uniforms						
	02/18/2015	2015-00001559	Uniform Cleaning Allowance for Code Enforcement			Amended Balance as of: 4/7/2015 \$0.00
				\$296.00	\$0.00	\$296.00
				\$296.00	\$0.00	\$296.00
4222 - Special Services						
	02/18/2015	2015-00001555	To create training & travel line item			Amended Balance as of: 4/7/2015 \$250,775.00
				\$0.00	\$475.00	\$250,300.00
	02/18/2015	2015-00001559	Uniform Cleaning Allowance for Code Enforcement			Amended Balance as of: 4/7/2015 \$250,004.00
				\$0.00	\$296.00	\$250,004.00
				\$0.00	\$771.00	\$250,004.00
4260 - Conference & Training						
	02/18/2015	2015-00001555	To create training & travel line item			Amended Balance as of: 4/7/2015 \$0.00
				\$475.00	\$0.00	\$475.00
				\$475.00	\$0.00	\$475.00
Department: 662 CDBG Operations Totals:						
<b>Fund Totals: CDBG Fund</b>						
Fund: 046 TX GLO Grant Fund						
Department: 676 TX GLO 2008 Supp Disaster Recov						
4010 - Salaries & Wages						
	02/18/2015	2015-00001557	GLO 2008 DRS Grant Round 2.1			Amended Balance as of: 4/7/2015 \$0.00
				\$2,750.00	\$0.00	\$2,750.00
				\$2,750.00	\$0.00	\$2,750.00

# Budget Amendment #1 FY 2015 - Expense

From Date: 10/1/2014 - To Date: 4/7/2015

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 046 TX GLO Grant Fund						
Department: 676 TX GLO 2008 Supp Disaster Recov						
4020 - Salaries-Temporary Help						
	02/18/2015	2015-00001557	GLO 2008 DRS Grant Round 2.1	\$0.00	\$31,186.00	\$33,231.00
				\$0.00	\$31,186.00	\$2,045.00
				\$0.00		\$2,045.00
4060 - Retirement Contributions						
	02/18/2015	2015-00001557	GLO 2008 DRS Grant Round 2.1	\$565.00	\$0.00	\$0.00
				\$565.00	\$0.00	\$565.00
				\$565.00		\$565.00
4062 - Social Security Contr.						
	02/18/2015	2015-00001557	GLO 2008 DRS Grant Round 2.1	\$0.00	\$2,138.00	\$2,543.00
				\$0.00	\$2,138.00	\$405.00
				\$0.00		\$405.00
4063 - Workers' Compensation						
	02/18/2015	2015-00001557	GLO 2008 DRS Grant Round 2.1	\$0.00	\$70.00	\$74.00
				\$0.00	\$70.00	\$4.00
				\$0.00		\$4.00
4064 - Unemploy'm't Compensation						
	02/18/2015	2015-00001557	GLO 2008 DRS Grant Round 2.1	\$0.00	\$230.00	\$261.00
				\$0.00	\$230.00	\$31.00
				\$0.00		\$31.00
4311 - Sewer - Storm Sewer Construction						
	02/18/2015	2015-00001557	GLO 2008 DRS Grant Round 2.1	\$970,133.00	\$0.00	\$0.00
				\$970,133.00	\$0.00	\$970,133.00
				\$973,448.00	\$33,624.00	\$970,133.00
Department: 676 TX GLO 2008 Supp Disaster Recov Totals:						
Department: 677 TX GLO 2008 DRS Grant Round 2.2						
4010 - Salaries & Wages						
	02/18/2015	2015-00001556	GLO 2008 DRS Grant Round 2.2	\$15,000.00	\$0.00	\$0.00
				\$15,000.00	\$0.00	\$15,000.00
				\$15,000.00		\$15,000.00

# Budget Amendment #1 FY 2015 - Expense

From Date: 10/1/2014 - To Date: 4/7/2015

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 046 TX GLO Grant Fund						
Department: 677 TX GLO 2008 DRS Grant Round 2.2						
4020 - Salaries-Temporary Help						
	02/18/2015	2015-00001556	GLO 2008 DRS Grant Round 2.2			
				\$10,000.00	\$0.00	\$10,000.00
				\$10,000.00	\$0.00	\$10,000.00
Amended Balance as of: 4/7/2015						
				\$0.00	\$0.00	\$0.00
4060 - Retirement Contributions						
	02/18/2015	2015-00001556	GLO 2008 DRS Grant Round 2.2			
				\$3,000.00	\$0.00	\$3,000.00
				\$3,000.00	\$0.00	\$3,000.00
Amended Balance as of: 4/7/2015						
				\$0.00	\$0.00	\$0.00
4062 - Social Security Contr.						
	02/18/2015	2015-00001556	GLO 2008 DRS Grant Round 2.2			
				\$1,915.00	\$0.00	\$1,915.00
				\$1,915.00	\$0.00	\$1,915.00
Amended Balance as of: 4/7/2015						
				\$0.00	\$0.00	\$0.00
4063 - Workers' Compensation						
	02/18/2015	2015-00001556	GLO 2008 DRS Grant Round 2.2			
				\$125.00	\$0.00	\$125.00
				\$125.00	\$0.00	\$125.00
Amended Balance as of: 4/7/2015						
				\$0.00	\$0.00	\$0.00
4064 - Unemploy'm't Compensation						
	02/18/2015	2015-00001556	GLO 2008 DRS Grant Round 2.2			
				\$125.00	\$0.00	\$125.00
				\$125.00	\$0.00	\$125.00
Amended Balance as of: 4/7/2015						
				\$0.00	\$0.00	\$0.00
4117 - Postage						
	02/18/2015	2015-00001556	GLO 2008 DRS Grant Round 2.2			
				\$449.00	\$0.00	\$449.00
				\$449.00	\$0.00	\$449.00
Amended Balance as of: 4/7/2015						
				\$0.00	\$0.00	\$0.00
4222 - Special Services						
	02/18/2015	2015-00001556	GLO 2008 DRS Grant Round 2.2			
				\$4,500.00	\$0.00	\$4,500.00
				\$4,500.00	\$0.00	\$4,500.00
Amended Balance as of: 4/7/2015						
				\$0.00	\$0.00	\$0.00
4224 - Advertising						
	02/18/2015	2015-00001556	GLO 2008 DRS Grant Round 2.2			
				\$1,232.00	\$0.00	\$1,232.00
				\$1,232.00	\$0.00	\$1,232.00
Amended Balance as of: 4/7/2015						
				\$0.00	\$0.00	\$0.00

# Budget Amendment #1 FY 2015 - Expense

From Date: 10/1/2014 - To Date: 4/7/2015

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 046 TX GLO Grant Fund						
Department: 677 TX GLO 2008 DRS Grant Round 2.2						
4251 - Consultant Expense	02/18/2015	2015-00001556	GLO 2008 DRS Grant Round 2.2	\$49,416.00	\$0.00	\$49,416.00
				\$49,416.00	\$0.00	\$49,416.00
Amended Balance as of: 4/7/2015						\$0.00
4311 - Sewer - Storm Sewer Construction	02/18/2015	2015-00001556	GLO 2008 DRS Grant Round 2.2	\$2,993,000.00	\$0.00	\$2,993,000.00
				\$2,993,000.00	\$0.00	\$2,993,000.00
Amended Balance as of: 4/7/2015						\$0.00
Department: 677 TX GLO 2008 DRS Grant Round 2.2 Totals:				\$3,078,762.00	\$0.00	\$3,078,762.00
<b>Fund Totals: TX GLO Grant Fund</b>				\$4,052,210.00	\$33,624.00	\$3,993,000.00
Fund: 049 State OPD						
Department: 650 Criminal Forfeiture State OPD						
4222 - Special Services	02/18/2015	2015-00001558	State Criminal Forfeiture Fund	\$15.00	\$0.00	\$15.00
				\$15.00	\$0.00	\$15.00
Amended Balance as of: 4/7/2015						\$0.00
Department: 650 Criminal Forfeiture State OPD Totals:				\$15.00	\$0.00	\$15.00
<b>Fund Totals: State OPD</b>				\$15.00	\$0.00	\$15.00
Fund: 060 TX Forest Service Grant Fund						
Department: 689 Texas Forest Service TFMIS Grant						
4260 - Conference & Training	11/04/2014	2015-00000360	To Amend Budget for Approved Texas Forest Service Grants	\$5,660.00	\$0.00	\$5,660.00
				\$5,660.00	\$0.00	\$5,660.00
Amended Balance as of: 4/7/2015						\$0.00
Department: 689 Texas Forest Service TFMIS Grant Totals:				\$5,660.00	\$0.00	\$5,660.00
<b>Fund Totals: TX Forest Service Grant Fund</b>				\$5,660.00	\$0.00	\$5,660.00
<b>Grand Totals:</b>				\$5,182,388.00	\$586,558.00	\$4,595,830.00

*Increase in Expense 4,595,830*



**LYNDA GUNSTREAM, PCC  
ORANGE COUNTY  
TAX ASSESSOR-COLLECTOR  
P. O. BOX 1568  
ORANGE, TEXAS 77631-1568  
Email: lgunstream@co.orange.tx.us**

(409) 882-7971  
(409) 769-0064

Fax  
(409) 882-7912

**TO: TAXING JURISDICTION**

**FROM: LYNDA GUNSTREAM**

**RE: EXEMPTION APPROVAL REQUEST**

The time is upon us again to start preparing for the new tax year. Our first step is for the governing body to adopt the residence homestead exemptions for the coming tax year. Listed below are the local option exemptions:

	TYPE OF EXEMPTION	PROPERTY TAX CODE	DEADLINE
1.	Local Option Percentage Homestead	Sec. 11.13 (n)	July 1
2.	65 or Older Exemption	Sec. 11.13 (d)(e)	N/A
3.	Disabled Exemption	Sec. 11.13 (d)(e)	N/A

In your email you should have also received:

- (1) a copy of the tax code in reference to each type exemption
- (2) a prior year exemption comparison chart
- (3) an exemption form to complete and return

Once approved, please return the signed approval form reflecting the action of the governing body. You can return the completed form by email, fax, or mail.

If I can be of any assistance, please do not hesitate to contact me.

Respectfully,  
Lynda Gunstream  
Orange County Tax Assessor-Collector

## TEXAS PROPERTY TAX CODE

### Sec. 11.13 Residence Homestead

(a) A family or single adult is entitled to an exemption from taxation for the county purposes authorized in Article VIII, Section 1-a, of the Texas Constitution of \$3,000 of the assessed value of his residence homestead.

(b) An adult is entitled to exemption from taxation by a school district of \$15,000 of the appraised value of the adult's residence homestead, except that \$10,000 of the exemption does not apply to an entity operating under former Chapter 17, 18, 25, 26, 27, or 28, Education Code, as those chapters existed on May 1, 1995, as permitted by Section 11.301, Education Code.

(c) In addition to the exemption provided by Subsection (b) of this section, an adult who is disabled or is 65 or older is entitled to an exemption from taxation by a school district of \$10,000 of the appraised value of his residence homestead.

→ (d) In addition to the exemptions provided by Subsections (b) and (c) of this section, an individual who is disabled or is 65 or older is entitled to an exemption from taxation by a taxing unit of a portion (the amount of which is fixed as provided by Subsection (e) of this section) of the appraised value of his residence homestead if the exemption is adopted either:

- (1) by the governing body of the taxing unit; or
- (2) by a favorable vote of a majority of the qualified votes of the taxing unit at an election called by the governing body of the taxing unit, and the governing body shall call the election on the petition of at least 20 percent of the number of qualified voters who voted in the preceding election of the taxing unit.

→ (e) The amount of an exemption adopted as provided by Subsection (d) of this section is \$3,000 of the appraised value of the residence homestead unless a larger amount is specified by:

- (1) the governing body authorizing the exemption if the exemption is authorized as provided by Subdivision (1) of Subsection (d) of this section; or
- (2) the petition for the election if the exemption is authorized as provided by Subdivision (2) of Subsection (d) of this section.

(f) Once authorized, an exemption adopted as provided by Subsection (d) of this section may be repealed or decreased or increased in amount by the governing body of the taxing unit or by the procedure authorized by Subdivision (2) of Subsection (d) of this section. In the case of a decrease, the amount of the exemption may not be reduced to less than \$3,000 of the market value.

(g) If the residence homestead exemption provided by Subsection (d) of this section is adopted by a county that levies a tax for the county purposes authorized by Article VIII, Section 1-a, of the Texas Constitution, the residence homestead exemptions provided by Subsections (a) and (d) of this section may not be aggregated for the county tax purposes. An individual who is eligible for both exemptions is entitled to take only the exemption authorized as provided by Subsection (d) of this section for purposes of that county tax.

(h) Joint, community or successive owners may not each receive the same exemption

provided by or pursuant to this section for the same residence homestead in the same year. An eligible disabled person who is 65 or older may not receive both a disabled and an elderly residence homestead exemption but may choose either. A person may not receive an exemption under this section for more than one residence homestead in the same year.

(i) The assessor and collector for a taxing unit may disregard the exemptions authorized by Subsection (b), (c), (d), or (n) of this section and assess and collect a tax pledged for payment of debt without deducting the amount of the exemption if:

- (1) prior to adoption of the exemption, the unit pledged the taxes for the payment of a debt; and
- (2) granting the exemption would impair the obligation of the contract creating the debt.

(j) For purposes of this section:

(1) "Residence homestead" means a structure (including a mobile home) or a separately secured and occupied portion of a structure (together with the land, not to exceed 20 acres, and improvements used in the residential occupancy of the structure, if the structure and the land and improvements have identical ownership) that:

(A) is owned by one or more individuals, either directly or through a beneficial interest in a qualifying trust;

(B) is designed or adapted for human residence;

(C) is used as a residence; and

(D) is occupied as his principal residence by an owner or, for property owned through a beneficial interest in a qualifying trust, by a trustor of the trust who qualifies for the exemption.

(2) "Trustor" means a person who transfers an interest in residential property to a qualifying trust, whether by deed or by will, or the person's spouse.

(3) "Qualifying trust" means a trust:

(A) in which the agreement or will creating the trust provides that the trustor of the trust has the right to use and occupy as the trustor's principle residence residential property rent free and without charge except for taxes and other costs and expenses specified in the instrument:

(i) for life;

(ii) for the lesser of life or a term of years; or

(iii) until the date the trust is revoked or terminated by an instrument that describes the property with sufficient certainty to identify it and is recorded in the real property records of the county in which the property is located; and

(B) that acquires the property in an instrument of title that:

(i) describes the property with sufficient certainty to identify it and the interest acquired;

(ii) is recorded in the real property records of the county in which the property is located; and

(iii) is executed by the trustor or the personal representative of the trustor.

(k) A qualified residential structure does not lose its character as a residence homestead if a portion of the structure is rented to another or is used primarily for other purposes that are incompatible with the owner's residential use of the structure. However, the amount of any residence homestead exemption does not apply to the value of that portion of the structure that is used primarily for purposes that are incompatible with the owner's residential use.

(l) A qualified residential structure does not lose its character as a residence homestead when the owner who qualifies for the exemption temporarily stops occupying it as a principal residence if that owner does not establish a different principal residence and intends to return and occupy the structure as his principal residence.

(m) In this section:

- (1) "Disabled" means under a disability for purposes of payment of disability insurance benefits under Federal Old-Age, Survivors, and Disability Insurance.
- (2) "School district" means a political subdivision organized to provide general elementary and secondary public education. "School district" does not include a junior college district or a political subdivision organized to provide special education services.

→ (n) In addition to any other exemptions provided by this section, an individual is entitled to an exemption from taxation by a taxing unit of a percentage of the appraised value of his residence homestead if the exemption is adopted by the governing body of the taxing unit before July 1 in the manner provided by law for official action by the body. If the percentage set by the taxing unit produces an exemption in a tax year of less than \$5,000 when applied to a particular residence homestead, the individual is entitled to an exemption of \$5,000 of the appraised value. The percentage adopted by the taxing unit may not exceed 20 percent. If the percentage set by the voters produces an exemption in a tax year of less than \$5,000 when applied to a particular residence homestead, the individual is entitled to an exemption of \$5,000 of the appraised value. The percentage adopted by the voters may not exceed 20 percent.

(o) For purposes of this section, a residence homestead also may consist of an interest in real property created through ownership of stock in a corporation incorporated under the Cooperative Association Act (Article 1396-50.01, Vernon's Texas Civil Statutes) to provide dwelling places to its stockholders if:

- (1) the interests of the stockholders of the corporation are appraised separately as provided by Section 23.19 of this code in the tax year to which the exemption applies
- (2) ownership of the stock entitles the owner to occupy a dwelling place owned by the corporation;
- (3) the dwelling place is a structure or a separately secured and occupied portion of a structure; and

**ORANGE COUNTY  
2014  
TAX RATE AND EXEMPTION CHART**

TAXING ENTITY		TAX RATE per \$100	HOMESTEAD		OVER 65		DISABILITY	
			Local Option	STATE MANDATED	Local Option	STATE MANDATED	Local Option	STATE MANDATED
COUNTY WIDE	COUNTY	.54116	20%	0	25,000	0	25,000	0
	F/M	.00284	20%	3,000	25,000	0	25,000	0
	TOTAL COUNTY RATE	0.54400						
	DRAIN	.10726	20%	0	22,000	0	22,000	0
	PORT	.00779	20%	0	25,000	0	25,000	0
CITY	BRIDGE CITY	.47807	20%	0	22,000	0	22,000	0
	ORANGE	.68131	20%	0	15,000	0	15,000	0
	PINE FOREST	.12838	20%	0	20,000	0	20,000	0
	PINEHURST	.69799	20%	0	10,000	0	10,000	0
	PORT ARTHUR	.79200	20%	0	25,000	0	25,000	0
	ROSE CITY	.40815	20%	0	5,000	0	5,000	0
	VIDOR	.73200	20%	0	15,000	0	15,000	0
	WEST ORANGE	.42500	20%	0	17,000	0	17,000	0
SPECIAL DIST.	EMERGENCY SERV. DIST. #1 (ESD#1)	.10000	NONE	0	10,000	0	10,000	0
	EMERGENCY SERV. DIST. #2 (ESD#2)	.09859	NONE	0	15,000	0	15,000	0
	EMERGENCY SERV. DIST. #3 (ESD#3)	.05660	NONE	0	10,000	0	10,000	0
	EMERGENCY SERV. DIST. #4 (ESD#4)	.03000	NONE	0	5,000	0	5,000	0
	WATER CONTROL & IMP. DIST #1 (WCID#1)	.42371	NONE	0	10,000	0	5,000	0
SCHOOL	BRIDGE CITY I.S.D.	1.19000	10%	15,000	10,000	10,000	NONE	10,000
	LITTLE CYPRESS-MAURICEVILLE C.I.S.D.	1.41000	15%	15,000	NONE	10,000	NONE	10,000
	ORANGFIELD I.S.D.	1.17000	20%	15,000	NONE	10,000	NONE	10,000
	VIDOR I.S.D.	1.21273	15%	15,000	NONE	10,000	NONE	10,000
	WEST ORANGE-COVE C.I.S.D.	1.42774	20%	15,000	NONE	10,000	NONE	10,000

**CITY OF ORANGE**

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*Approval of Local Option Residence Homestead Exemptions for the  
Tax Year 2015*

**1. Percentage Exemption**

*Reference: State Property Tax Code Section 11.13(n).*

*Requires adoption before July 1*

The percentage adopted by the taxing unit may not exceed 20% and not less than \$5,000 of the appraised value.

\_\_\_\_ Yes, Percentage Amount Approved in the amount of \_\_\_\_ % .

\_\_\_\_ No Percentage Exemption Approved

*Reference: State Property Tax Code Section 11.13 (d) (e)*

An individual who is disabled or is 65 or older is entitled to an exemption of a portion of residence homestead **if adopted by the governing body of the taxing unit.**

( An eligible disabled person who is 65 or older may not receive both exemptions)

2. \$ \_\_\_\_\_ - **Portion of Value Approved for 65 or Older Exemption**

3. \$ \_\_\_\_\_ - **Portion of Value Approved for Disabled Exemption**

City Council Approval Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Secretary

**RESOLUTION REAFFIRMING ORDINANCE 1996-6 PROVIDING FOR  
HOMESTEAD EXEMPTIONS ON AD VALOREM (PROPERTY) TAXES  
FOR THE TAXABLE YEAR 2015.**

**WHEREAS**, on April 23, 1996, the City Council of the City of Orange, Texas did adopt Ordinance 1996-6 providing for homestead exemptions on ad valorem taxes as provided for in Section 11.13(n)(d) of the State Property Tax Code; now therefore

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

That the City Council of the City of Orange, Texas hereby reaffirms the homestead exemptions on ad valorem (property) taxes as provided in Ordinance 1996-6 adopted on April 23, 1996 and attached hereto as "Attachment A", for the taxable year 2015.

**PASSED** and **APPROVED** on this the 28<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Jimmy Sims, Mayor

**ATTEST:**

\_\_\_\_\_  
Rhonda Haskins, City Secretary

**APPROVED:**

\_\_\_\_\_  
City Attorney

## ATTACHMENT "A"

AN ORDINANCE AMENDING SECTION 11G OF CHAPTER 1 OF THE CODE OF ORDINANCES OF THE CITY OF ORANGE, TEXAS TO PROVIDE FOR HOMESTEAD TAX EXEMPTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

## I.

That Section 11G of Chapter 1 of the Code of Ordinances of the City of Orange, Texas, be and is hereby amended in its entirety to read as follows:

## CHAPTER ONE — GENERAL PROVISIONS

## SECTION 11: AD VALOREM TAXES (PROPERTY TAXES)

G. RESIDENCE HOMESTEAD EXEMPTION(1) Special Exemption

In addition to other exemptions provided for in the State Property Tax Code, the City of Orange does hereby exempt twenty (20%) percent market value to all owners of residential homesteads with a minimum exemption of Five Thousand and No/100 (\$5,000.00) Dollars.

(2) Elderly Exemption

In addition to other exemptions provided for in the State Property Tax Code, the City of Orange does hereby exempt Fifteen Thousand and No/100 (\$15,000.00) Dollars of the appraised value of the residence homestead of any individual who is sixty-five (65) years of age or older as provided for in Section 11.13 of the State Property Tax Code. Applications for exemption shall be filed in accordance with Section 11.43 and 11.431 of the State Property Tax Code.

exemption shall be filed in accordance with Section 11.43 and 11.431 of the State Property Tax Code.

(4) Eligibility for Exemptions

Unless otherwise provided for in the State Property Tax Code, eligibility for exemptions from ad valorem taxation shall be determined as of January 1st of such tax year.

II.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances inconsistent or in conflict herewith are hereby expressly repealed.

III.

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable.

IV.

BE IT FURTHER ORDAINED that this ordinance shall be and become effective for the tax year 1996.

PASSED and APPROVED on first reading this the 9<sup>th</sup> day of April, 1996.

PASSED, APPROVED and ADOPTED on final reading this the 23<sup>rd</sup> day of April, 1996.

  
Dan Cochran, Mayor

Taxing Entity: CITY OF ORANGE

FOR THE TAXABLE YEAR 1996

Reference: State Property Tax Code Section 11.13(n)

1. LOCAL OPTION HOMESTEAD EXEMPTION

The percentage adopted by the taxing unit may not exceed 20% and not less than \$5,000 of the appraised value.

Yes x Percentage 20% No       

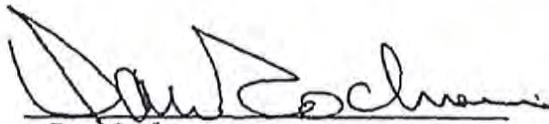
Reference: State Property Tax Code Section 11.13 (d)

2. 65 YEARS EXEMPTION AMOUNT \$15,000.00

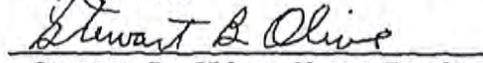
3. DISABILITY EXEMPTION AMOUNT \$15,000.00

GOVERNING BODY:

MAYOR

  
Dan Cochran

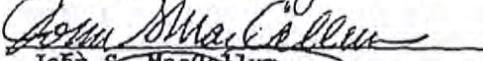
COUNCILPERSON

  
Stewart B. Olive, Mayor Pro Tem

COUNCILPERSON

  
Essie L. Bellfield

COUNCILPERSON

  
John S. MacCallum

COUNCILPERSON

  
Dan Anderson

Date: April 23, 1996

## MEMORANDUM

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

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

**Subject:** Consider and take any necessary action on a resolution adopting a trail plan for the City of Orange, designating the trail plan as a biking trail for the City of Orange and authorizing the city manager to apply for a grant from the Texas Department of Transportation for construction of the trail

**Date:** April 7, 2015

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### Background

The Texas Department of Transportation (TxDOT) is soliciting projects for funding under the Transportation Alternatives Program. This program encourages cities in non-metropolitan areas and other organizations to develop alternative means of transportation to vehicles.

We have developed a proposed trail that would link venues in the historic districts and the cultural district and would include the West Orange-Stark Middle School. Attached is a map of the proposed trail. The trails painted on the streets would be approximately four feet wide and have bicycle symbols painted inside the path. The proposed trail also includes the construction of sidewalks where sidewalks currently do not exist.

The benefits of the proposed trail is that it provides a designated route for alternative transportation, it increases health awareness in the community, improves quality of life through alternative transportation and better health, increases tourism opportunities through an additional facility and possible events, and can help relieve parking congestion at community venues. Also, the Comprehensive Master Plan provides an implementation strategy of building pedestrian and bicycling paths in the community and the proposed trail would help fulfill that implementation strategy.

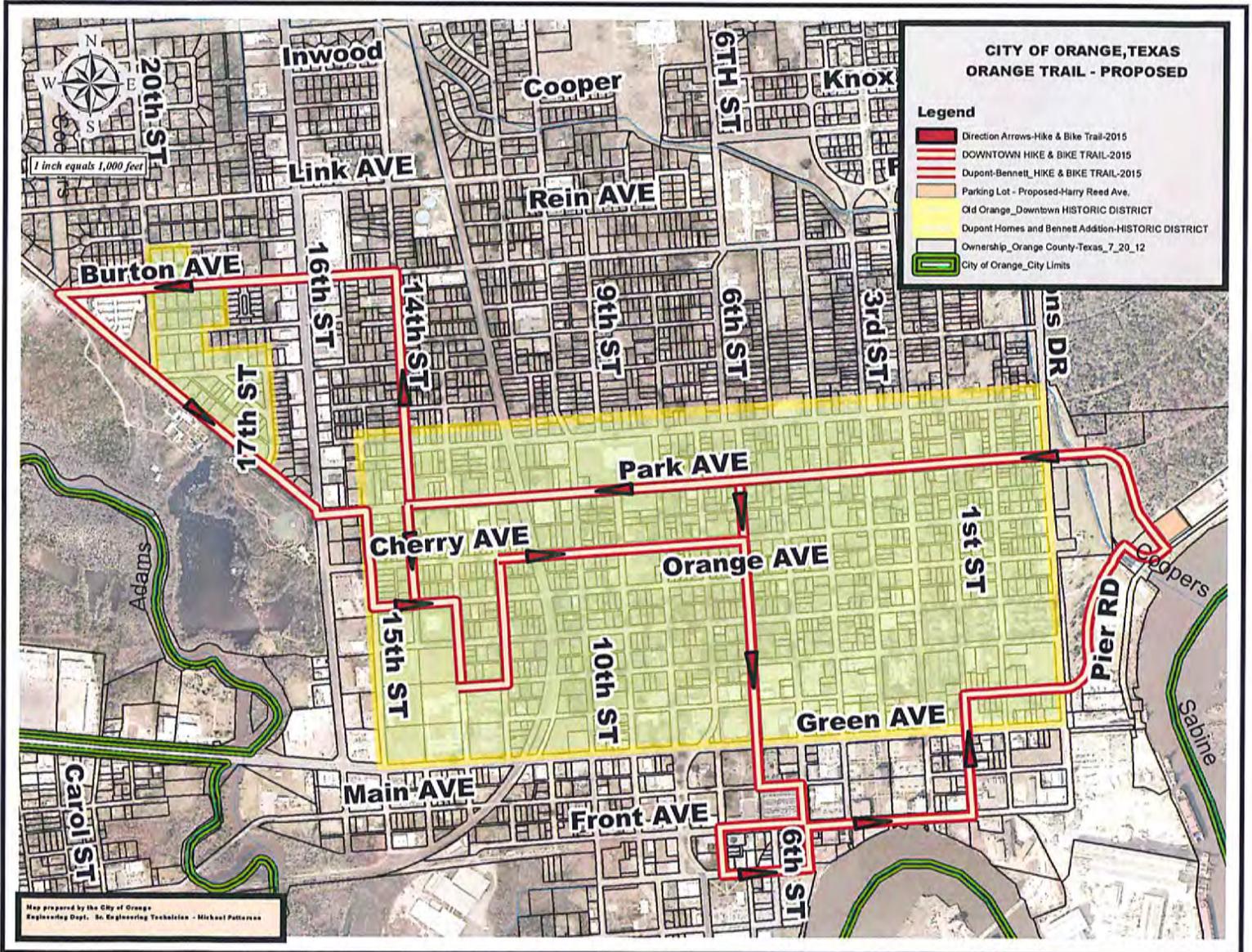
The estimated cost of the trail is \$855,169. The City's local match portion is estimated to be \$98,159 (\$75,850 for construction and \$22,309 for administrative costs). TxDOT would grant \$757,010 toward construction of the trail and administrative costs.

### Recommendation

I recommend that the City Council adopt a resolution adopting the attached map as a trail plan, designating the proposed trail as an official biking trail in Orange (a requirement of the TxDOT grant program) and authorizing the city manager to apply for funding from the Transportation Alternatives Program administered by the Texas Department of Transportation.

# **Exhibit A**

## **(Attached)**



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS  
ADOPTING A TRAIL PLAN FOR THE CITY OF ORANGE; ESTABLISHING A  
BICYCLE TRAIL PLAN AND AUTHORIZING THE CITY MANAGER TO APPLY  
FOR FUNDING FROM THE TRANSPORTATION ALTERNATIVES PROGRAM  
ADMINISTERED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the City Council believes that it is in the best interests of the future of the community to explore alternative transportation systems within the City of Orange; and

**WHEREAS**, trails provide an alternative transportation method such as hiking, biking, walking or jogging for residents and tourists; and

**WHEREAS**, the City staff has developed a trail plan, to be known as the Orange Trail, which provides linkages between venues in the historic districts and the cultural district; and

**WHEREAS**, construction of the proposed trail meets an implementation strategy of the Comprehensive Master Plan to acquire and develop linked pedestrian and bike trails; and

**WHEREAS**, trails can reduce traffic on streets and highways as well as decrease parking congestion at venues;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS THAT:**

**Section 1.** The trail plan shown on the attached Exhibit A is hereby designated as the Orange Trail for the City of Orange.

**Section 2.** The trail plan shown on the attached Exhibit A is hereby adopted as an official biking trail plan for the City of Orange, Texas.

**Section 3.** The City Manager is hereby authorized to apply for grant funds from the Transportation Alternatives Program administered by the Texas Department of Transportation for construction of the trail as shown on the attached Exhibit A.

**PASSED, APPROVED and ADOPTED** on this the 28<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Jimmy Sims, Mayor

ATTEST:  
  
\_\_\_\_\_  
Rhonda Haskins, City Secretary

APPROVED:  
  
\_\_\_\_\_  
City Attorney

## MEMORANDUM

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

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

**Subject:** Consider and take any necessary action on a resolution adopting a plan for the construction of bicycle lanes, sidewalks and parking lot and authorizing the city manager to apply for funding from the Transportation Alternatives Program administered by the Texas Department of Transportation

**Date:** April 21, 2015

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### Background

The Texas Department of Transportation (TxDOT) is soliciting projects for funding under the Transportation Alternatives Program. This program encourages cities in non-metropolitan areas and other organizations to develop alternative means of transportation to vehicles.

We have developed a plan to create bicycle lanes, remove 2,000 square yards of old sidewalks and construct 4,000 square yards of new sidewalks to link venues between the historic districts and the cultural district. Attached is a map showing the location of the proposed bicycle lanes, sidewalks and a parking lot. Sidewalks are proposed for the following:

- Burton Street from 16<sup>th</sup> Street to Park Avenue

- Park Avenue from Burton Avenue to 16<sup>th</sup> Street

- 15<sup>th</sup> Street from Park Avenue to Orange Avenue

- Orange Avenue from 15<sup>th</sup> Street to 13<sup>th</sup> Street

- 13<sup>th</sup> Street from Orange Avenue to Pine Avenue

- 1200 linear feet on Destroyer Street

- 400 linear feet on Elm Street

- Miscellaneous minor sidewalk replacement within the Old Orange Historic District

The benefits of the bicycle lanes and sidewalks are that they provide a designated route for alternative transportation, increase health awareness in the community, improve quality of life and can help relieve parking congestion at community venues. Also, the Comprehensive Master Plan provides an implementation strategy of building pedestrian and bicycling paths in the community and the proposed project would help fulfill that implementation strategy.

The estimated cost is \$855,169. The City's local match portion is \$98,159 (\$75,850 for construction and \$22,309 for administrative costs) with TxDOT's share being \$757,010 (\$667,775 for construction and \$89,235 for administrative costs).

**Recommendation**

We recommend that the City Council adopt a resolution approving the attached plan for the construction of bicycle lanes, sidewalks and parking lot; declare the attached plan as an official bicycle plan (to meet the grant requirement); and, authorizing the city manager to apply for funding from the Transportation Alternatives Program administered by the Texas Department of Transportation.

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS ADOPTING A PLAN FOR THE CONSTRUCTION OF BICYCLE LANES, SIDEWALKS AND A PARKING LOT; AUTHORIZING THE CITY MANAGER TO APPLY FOR FUNDING FROM THE TRANSPORTATION ALTERNATIVES PROGRAM ADMINISTERED BY THE TEXAS DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council believes that it is in the best interests of the future of the community to explore alternative transportation systems within the City of Orange; and

**WHEREAS**, bicycle lanes and sidewalks provide an alternative transportation method; and

**WHEREAS**, the City staff has developed a plan for constructing bicycle lanes, sidewalks and a parking lot to provide linkages between venues in the historic districts and the cultural district; and

**WHEREAS**, construction of bicycle lanes meets an implementation strategy of the Comprehensive Master Plan to acquire and develop linked pedestrian and bike trails; and

**WHEREAS**, bicycle lanes and sidewalks can reduce traffic on streets and highways as well as decrease parking congestion at venues;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS THAT:**

**Section 1.** The plan for bicycle lanes, sidewalks and a parking lot shown on the attached Exhibit A is hereby approved by the City Council.

**Section 2.** The plan attached as Exhibit A is hereby designated as an official bicycle plan for the City of Orange.

**Section 3.** The city manager is hereby authorized to apply for grant funding from the Transportation Alternatives Program administered by the Texas Department of Transportation for construction of the bicycle lanes, sidewalks and parking lot as shown on the attached Exhibit A.

**Section 4.** This resolution shall become effective upon adoption by the City Council.

**PASSED, APPROVED and ADOPTED** on this, the 28<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Jimmy Sims, Mayor

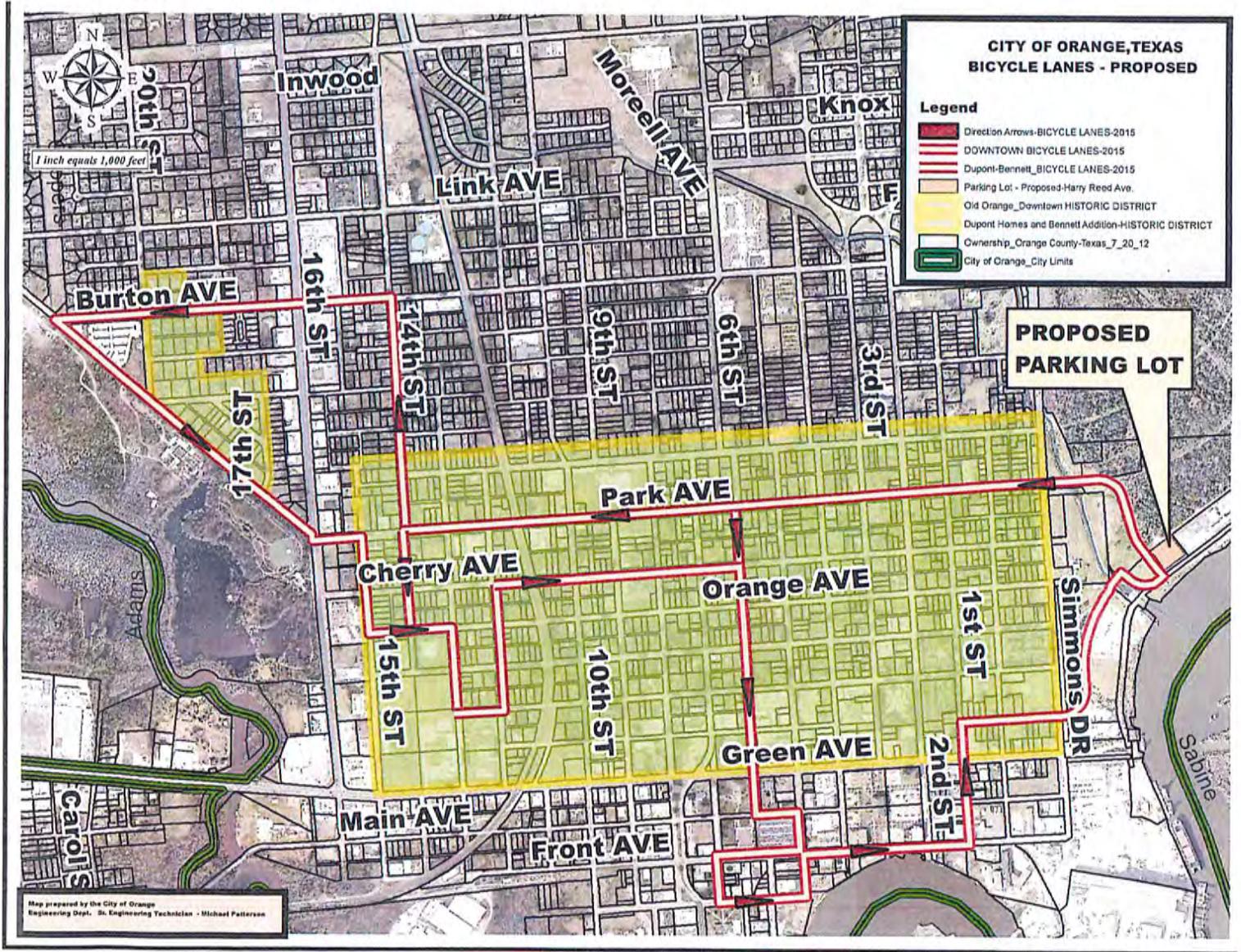
ATTEST:

APPROVED:

\_\_\_\_\_  
Rhonda Haskins, City Secretary

\_\_\_\_\_  
City Attorney

# **Exhibit A (Attached)**



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

April 20, 2015

To: Shawn Oubre, City Manager  
From: Jim Wolf, Public Works Director  
Re: Wastewater Treatment Plant Improvements  
Phase 1A & B  
Allco - Change Order No. 4



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Please find attached Schaumburg & Polk's letter of recommendation and the partially executed copy of Change Order No. 4 for the referenced project.

This change order is for the following:

DELETE – Item 11: ALLOWANCE – Air Piping Materials for Aeration Basin, including all section, pipe, diffusers, retainer rings, base plates, and appurtenances	(\$ 15,000.00)
ADD – Aeration Basin – Furnish all labor, materials, tools, equipment, to remove and replace the diffused aeration system in the existing East Aeration Basin	<u>\$101,857.00</u>
TOTAL AMOUNT OF CHANGE ORDER NO. 4	\$ 86,857.00

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

April 20, 2015

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

Re: City of Orange  
Orange County, Texas  
Wastewater Treatment Plant Improvements  
Phase 1A & B  
Change Order No. 4

Dear Mr. Wolf,

Please find enclosed a copy of Change Order No. 4, and Allico's costs for the above project. This change order is to remove and replace the diffused aeration system in the East Aeration Basin and adjust contract time for this work. The existing diffusers and piping are broken with several diffusers heads missing through the unit. The extent of damage to the existing system was not known until the 10 ft of accumulated grit and solids was removed and the basin emptied.

Please review the change order and execute on behalf of the City. Should you have any questions or comments please do not hesitate to call.

Sincerely,  
SCHAUMBURG & POLK, INC.



Mark Mann, P.E.  
Project Manager

cc: SPI File: Orange 45010, Change Order

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

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

CONTRACTOR: Allico  
6720 College Street  
Beaumont, Texas 77707

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

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

**CONTRACT PRICE**

ORIGINAL CONTRACT AMOUNT:	\$887,450.00
CHANGE ORDER No. 1	-\$137,000.00
CHANGE ORDER No. 2	\$49,948.00
CHANGE ORDER No. 3	\$197,675.00

THIS CHANGE ORDER:

<u>Item</u>		
1)	ALLOWANCE - Air Piping Materials for Aeration Basin, including all sections, pipe, diffusers, retainer rings, base plates, and appurtenances, DELETE 1 Lump Sum at \$15,000	-\$15,000.00

New Item

13	Aeration Basin - Furnish all Labor, materials, tools, equipment, to remove and replace the diffused aeration system in the existing East Aeration Basin, ADD 1 Lump Sum of \$101,857.00	\$101,857.00
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AMOUNT OF THIS CHANGE ORDER: \$86,857.00

TOTAL REVISED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER: \$1,084,930.00

**CONTRACT TIME**

ORIGINAL CONTRACT TIME	240 Consecutive Calendar Days
Previous Change Orders	4 Consecutive Calendar Days
Request Rain Days from May thru October 2014	23 Consecutive Calendar Days
Clarifier Weight and Sweep Arm Modifications	2 Consecutive Calendar Days
Aeration Basin Diffusers Replacement	45 Consecutive Calendar Days
<b>TOTAL REVISED CONTRACT TIME INCLUDING THIS CHANGE ORDER:</b>	<b>314 Consecutive Calendar Days</b>

CONDITION OF CHANGE:

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

SUBMITTED BY



Allico  
Contractor  
Date: 4-20-15

REVIEWED BY



Schaumburg & Polk, Inc.  
Engineer  
Date: 4/20/15

APPROVED BY



City of Orange  
Owner  
Date: \_\_\_\_\_

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



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

April 13, 2014

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

Attn: Mr. Mark Mann

Re: City of Orange  
WWTP Rehabilitation Project  
Phase I A & I B  
East Side Aeration Basins  
Our Job No. TX- 738

Dear Mr. Mann:

We propose to furnish labor, equipment, and material to remove the existing Aeration System in the East Side of the Aeration Basins and replace it with a new Aeration system.

The system will be removed and replaced from the Stainless Steel air down comers with all new equipment.

For the sum of		\$101,857.00
Break Down	Material	\$ 44,609.00
	Labor	\$ 49,773.00
	Equipment	<u>\$ 7,475.00</u>
Total amount of extra work		\$101,857.00

We hope this meets with your approval as we are looking forward to completing this work for you.

Very truly yours,

ALLCO

Billy Patterson





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

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

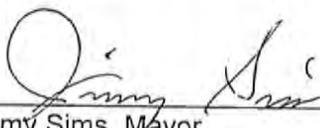
**WHEREAS**, it has become necessary to make adjustments to the project; now therefore

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

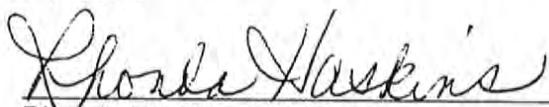
That the contract between Allco and the City of Orange, Texas is hereby amended as per the attached Change Order No. 3, in the amount of \$197,675.00; now therefore

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

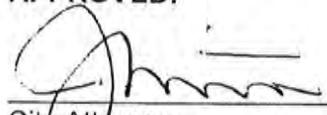
**PASSED, APPROVED and ADOPTED** on this the 13<sup>th</sup> day of January, 2015.

  
Jimmy Sims, Mayor

**ATTEST:**

  
Rhonda Haskins, City Secretary

**APPROVED:**

  
City Attorney

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
CHANGE ORDER NO. 4 WITH ALLCO FOR THE WASTEWATER  
TREATMENT PLANT REHABILITATION PHASE 1A & 1B.**

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

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

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

That the contract between Allco and the City of Orange, Texas is hereby amended as per the attached Change Order No. 4, in the amount of \$86,857.00; now therefore

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to sign said Change Order No. 4.

**PASSED, APPROVED and ADOPTED** on this the 28<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Jimmy Sims, Mayor

**ATTEST:**

\_\_\_\_\_  
Rhonda Haskins, City Secretary

**APPROVED:**

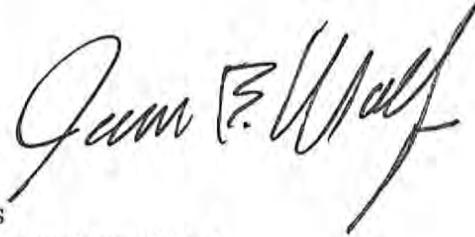
\_\_\_\_\_  
City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

April 20, 2015

To: Shawn Oubre, City Manager  
From: Jim Wolf, Public Works Director  
Re: Professional Engineering Services  
WWTP Improvements Phase 2 –Amendment No. 1  
Schaumburg & Polk, Inc.

A handwritten signature in black ink, appearing to read "Jim Wolf", is written over the "From:" line of the memorandum. The signature is cursive and stylized.

---

Please find attached Schaumburg & Polk's letter of recommendation and the partially executed copy of Amendment No. 1 for the referenced project. This amendment is to REMOVE - work to rehabilitate the existing fixed top digester, ADD - a new UV disinfection system, and ADD – an intermediate pump station. These changes resulted in an increase of \$11,000. If you agree please place on the next Council's agenda.

April 2, 2015

Mr. James B. Wolf, P.E.  
Director of Public Works  
**City of Orange**  
P.O. Box 520  
Orange, Texas 77631

Re: City of Orange  
WWTP Improvements Phase II (Design Phase)  
AMENDMENT No. 1

Dear Mr. Wolf:

This letter serves as an Amendment to the Agreement between Owner and Engineer for Professional Engineering Services, dated February 25, 2015 for the WWTP Improvements Phase II. Please review and, if you are in agreement, execute on behalf of the City and return one (1) signed copy of this Amendment for our file.

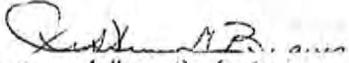
This Amendment is to revise the scope of work as described in the Exhibit A as follows:

1. Rehabilitation of Existing Fixed Top Digester – REMOVE this work item from the Phase II project.
2. UV Disinfection System – ADD this work item to the Phase II project. This will include removal of the existing UV equipment and installation of a new Trojan UV 3000 Plus system, structure modifications, and electrical improvements.
3. Intermediate Pump Station – ADD this work item to the Phase II project. This will include removal and replacement of the existing pumps, replacement of slide rails, piping modifications, and electrical improvements.

We are requesting that the lump sum amount to be paid be increased by \$11,000.00 to provide for the additional electrical engineering services effort required for the UV Equipment and Pump Equipment.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this Amendment remain in effect.

Sincerely,  
SCHAUMBURG & POLK, INC.

  
Jeffrey G. Beaver, P.E.  
President

**City of Orange**

\_\_\_\_\_  
James B. Wolf, P.E.  
Director of Public Works

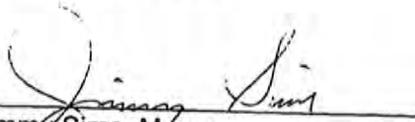
Date: \_\_\_\_\_

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

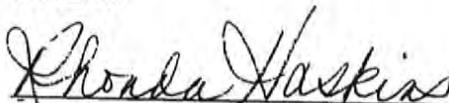
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS:**

That the City Manager is hereby authorized to enter into an agreement with Schaumburg & Polk, Inc. in the amount of ONE HUNDRED NINETEEN THOUSAND, FIVE HUNDRED (\$119,500.00) AND NO/100 for professional engineering services for the Wastewater Treatment Plant Improvements Phase 2 - Preliminary and Design Phase. Services include design, field survey and geotechnical services.

**PASSED, APPROVED and ADOPTED** on this the 24<sup>th</sup> day of February 2015.

  
Jimmy Sims, Mayor

**ATTEST:**

  
Rhonda Haskins, City Secretary

**APPROVED:**

  
City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

February 6, 2015

To: Dr. Shawn Oubre, City Manager

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

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

---

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



December 24, 2014

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

Re: City of Orange  
WWTP Improvements Phase 2 & Water Improvements Link Street and Mecks Road  
Agreements

Dear Mr. Wolf:

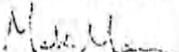
Please find attached partially executed agreements for the following:

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

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

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

Sincerely,  
**Schaumburg & Polk, Inc.**

  
Mark Mann, P.E.  
Project Manager

Attachments

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

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

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

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

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

Preparation of plans and specifications for construction of the proposed Wastewater Treatment Plant Improvements – Phase II.

(Refer to attached Exhibit A for Detail Scope of Services)

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

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

2.01 *Payment Procedures*

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

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

### 3.01 Termination

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

1. For cause,

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

b. By Engineer:

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

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

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

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

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

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

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

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

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

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

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

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

6.01 *Total Agreement*

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

7.01 *Basis of Payment*

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

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

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**Basic Design Services - \$119,500.00**

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

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

Attachments: Appendix I, Engineer's Standard Hourly Rates

Exhibit A, Schedule of Engineer's Services

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

OWNER:  
By:   
Title: City Manager  
Date Signed: 2/25/15

ENGINEER:  
By:   
Title: President  
Date Signed: 12-29-14

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

State of: Texas

Address for giving notices:  
City of Orange  
PO Box 520  
Orange, Texas 77631

Address for giving notices:  
Schaumburg & Polk, Inc.  
8865 College Street  
Beaumont Texas, 77707

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

### Schedule of Engineer's Services

---

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

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

#### Engineer's Services

##### 1. Preliminary Phase:

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

##### 2. Design Phase:

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

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

## Appendix I



### 2014 SCHEDULE OF HOURLY RATES and EXPENSES

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

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

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

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

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

Rates Effective: January 1, 2014 (adjusted annually)

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 WITH SCHAUMBURG & POLK, INC. IN THE AMOUNT OF \$11,000.00 FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENTS PHASE 2.**

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

That the City Manager is hereby authorized to execute Amendment No. 1 with Schaumburg & Polk, Inc. in the amount of ELEVEN THOUSAND (\$11,000.00) AND NO/100 to REMOVE - work to rehabilitate the existing fixed top digester, ADD - a new UV disinfection system, and ADD - an intermediate pump station for the Wastewater Treatment Plant Improvements Phase 2.

**PASSED, APPROVED and ADOPTED** on this the 28<sup>th</sup> day of April 2015.

\_\_\_\_\_  
Jimmy Sims, Mayor

**ATTEST:**

\_\_\_\_\_  
Rhonda Haskins, City Secretary

**APPROVED:**

\_\_\_\_\_  
City Attorney

# ORANGE FIRE DEPARTMENT

## MEMORANDUM

April 13, 2015

**TO:** Dr. Shawn Oubre, City Manager

**FROM:** David Frenzel, Fire Chief 

**RE:** Renewal of Ambulance Contract

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The City of Orange has been under contract with Acadian Ambulance Service, Inc. as the sole provider of emergency and non-emergency transport ambulance service for the past nine years. We feel that Acadian has provided our community with excellent service during this time and would like to continue the relationship with the City of Orange as the sole provider of transport ambulance service to our city. With our current contract expiring on June 15, 2015, we have been working to establish a new contract with Acadian. Attached is a new contract that has developed by the city staff and approved by the legal departments of both the City and Acadian Ambulance.

In an effort to be timely, if this proposed contract meets with your approval, please place it on the next agenda for Council approval. If you have any questions, please call me at extension 1039 for discussion.

Attachments: 1

## CONTRACT FOR EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICES

This Agreement ("Agreement") is entered into by and between ACADIAN AMBULANCE SERVICE OF TEXAS, LLC., a \_\_\_\_\_ corporation whose principal place of business is located in \_\_\_\_\_ ("Provider"), and the City of Orange, Texas, a home-rule municipality and political subdivision of the State of Texas ("City"), on its behalf and on behalf of the County of Orange or any municipality or Emergency Services Districts located within the County of Orange, Texas (collectively, the "political subdivisions") that wish to participate through an interlocal agreement, on this \_\_\_\_ day of \_\_\_\_\_, 2015, for the provision by Provider of emergency and non-emergency ambulance service in the geographical area that is comprised of the combined corporate limits or legal boundaries of all political subdivisions hereto (the "Service Area).

### I. DEFINITIONS

(a) Ambulance. Any motor vehicle constructed, reconstructed, arranged, equipped, used or otherwise intended to be used for transportation of the wounded, sick, injured or otherwise incapacitated persons from one place to another, but does not include funeral coaches used for the transportation of the dead. Ambulances may be classified as either (i) a BLS ambulance, (ii) an ALS ambulance, or (iii) a MICU ambulance, as those terms are further defined in the Ordinance. Regardless of classification, the term "ambulance" will be construed to mean either emergency ambulances or transfer ambulances.

(b) Driver. Any person who physically drives an ambulance.

(c) Emergency Medical Technician-Basic (EMT or EMT-B). Any person who has completed all of the training requirements established by the Department of Transportation Emergency Medical Technician Outline, who has met all of the requirements established by the State of Texas Emergency Medical Technician Registry and who is certified by the TDSHS as a person who is minimally proficient to perform emergency pre-hospital care that is necessary for basic life support.

(d) Emergency Medical Technician-Intermediate (EMT-I). An individual certified by the TDSHS as minimally proficient to provide emergency pre-hospital care by initiating certain procedures under medical supervision.

(e) Emergency Medical Technician-Paramedic (EMT-P). An individual certified by the state department of health as minimally proficient to provide advanced life support that includes initiating certain procedures under medical supervision.

(f) Emergency Medical Services (EMS) Personnel. Collective term that includes emergency medical technician (EMT), emergency medical technician-intermediate (EMT-I), emergency medical technician-paramedic (EMT-P), or licensed paramedic.

(g) Mobile Intensive Care Unit (MICU) Ambulance. An ambulance capable of transporting sick or injured persons in need of emergency care and capable of providing MICU level of care provided by an EMT-P using invasive medical acts.

(h) Emergency. Any combination of events or circumstances that results in life or body-threatening injury or illness requiring immediate emergency medical services and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of the person.

(i) Non-Emergency. Any situation not classified as an emergency.

(j) Patient. Any person who is sick, injured or incapacitated and who becomes subject to transportation or care by EMS personnel in an ambulance for emergency or non-emergency purposes.

(k) Person. Any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind. The term will not include any governmental agency.

(l) TDSHS. The Texas Department of State Health Services, or its successor agency.

(m) Urban Zone. The city limits of the Cities of Orange, West Orange, and Pinehurst, and the areas encompassed by Orange County Emergency Services Districts Nos. 2, 3 and 4 (ESDs).

(n) Suburban Zone. The approved radius surrounding the Urban Zone which, for purposes of this Agreement, consists of the extraterritorial jurisdiction of the City and the political subdivisions in the Urban Zone.

(o) Rural Zone. Any area in Orange County that is subject to and served by the Provider under this Agreement and that lies outside of the Urban and Suburban Zones.

(p) Service Area. The combined corporate limits or legal boundaries of all political subdivisions served by Provider under this Agreement which, further, consists of the geographical area that includes the Urban Zone, Suburban Zone, and Rural Zone.

(q) Ordinance. The City's ordinance governing emergency and non-emergency ambulance services located as Chapter 4, Section 12 (4.1200 et seq.) of the Code of Ordinances of the City of Orange, Texas, as effective June 13, 2006 and as may be further amended by the City.

All of the definitions set forth in Section 4.1204 of the Ordinance are specifically incorporated herein by reference for purposes of this Agreement if not otherwise set forth herein.

## II. TERM

Except as otherwise provided herein, the term of this Agreement will be for three (3) years (the "initial term") from date of execution by both the Provider and the City (collectively, the "parties"), subject to the continued validity and/or renewal of the Provider's permit under the Ordinance during the initial term.

Upon expiration of the original term, this Agreement may be renewable for two (2) additional terms of three (3) years each (the "renewal term"), at the discretion of the governing body of the City and subject to prior or simultaneous acceptance by Acadian. Any renewal term will be further subject to the continued validity and/or renewal of the Provider's permit under the Ordinance during all or any part of the renewal term. Any such renewal shall also be subject to any modifications or amendments that the parties may request before becoming effective, which amendments must be requested in writing to the other party no less than 30 days prior to the expiration of the initial term or a renewal term.

Notwithstanding the foregoing, either party may terminate this Agreement during the first year of the original term, without cause, by giving the other party a minimum ninety (90) days' written notice.

## III. OBLIGATIONS OF PROVIDER

(a) Ambulance Service. As long as Provider holds a valid permit issued by the City under the Ordinance, Provider shall provide emergency and non-emergency ambulance service to patients located in the Service Area for the term of this Agreement in accordance with the provisions of this Agreement and of the Ordinance pertaining to equipment, personnel, response times and other obligations as set forth herein below.

(b) Rotor Wing Service. In addition to the ambulance service described in subsection (a), Provider agrees that any patient located within the Service Area shall have access to Provider's Medical helicopter. Provider agrees that, during any initial or renewal term of this Agreement, it shall be obligated to maintain at least one medically-configured MICU helicopter (the "primary helicopter"), available on a full-time 24-hour basis and stationed within 40 air miles from the boundaries of Orange County, Texas. The helicopter shall be staffed at all times by an FAA licensed pilot and a Paramedic. Provider further agrees that, during any initial or renewal term of this Agreement, it shall be obligated to maintain a backup Advanced Life Support helicopter in the event the primary helicopter is not operational, also available on a full-time 24-hour basis and stationed not more than 100 air miles from the boundaries of Orange County, Texas.

Notwithstanding the foregoing, the City's emergency officials, including but not limited to the City Fire Chief and any Incident Commander as defined in the Ordinance, may call another rotor wing service if the Provider is not immediately available or not the closest resource to the incident, which action will not waive any further obligations of the Provider under this Agreement.

(c) Insurance. Prior to commencing operations under this Agreement, Provider shall file with the City Manager of the City policies of general liability insurance, automobile liability insurance, workers compensation insurance, medical malpractice/professional liability insurance, and property insurance issued by an insurance company qualified to do business in the State of Texas, which shall contain the following conditions and stipulations and shall be approved as to form by the Attorney(s) acting on behalf of the City.

1. The term of such insurance policies shall be for a period of not less than one (1) year. Proof of Provider's insurance must be provided to the City on a yearly basis, at the time when Provider files an application for renewal of its permit by the City pursuant to the Ordinance.

2. The general liability and automobile liability insurance policies shall provide limits of liability for each accident causing bodily injury (including death at any time resulting therefrom) of not less than FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each person for injury to or death of persons,, FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each occurrence and FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for property damage per occurrence.

3. The medical malpractice/professional insurance policy(ies) shall provide limits of liability of not less than FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS for each person for bodily injury (including death at any time resulting therefrom) and FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS for each occurrence.

4. The workers' compensation insurance policy(ies) shall provide coverage for statutory benefits up to an aggregate amount for any one claim in the amount of ONE MILLION and NO/100 (\$1,000,000.00) DOLLARS. In the event that Provider is self insured, it shall provide evidence of self-insurance along with proof of adequate excess insurance.

5. The City and any other political subdivision that may join this Agreement via an interlocal agreement as described above must be named as additional insureds under each of the Provider's insurance policies listed above. Each of the policies must provide for thirty (30) days' advance written notice of any cancellation or material change in coverage.

6. Provider shall furnish the City and any other municipality, ESD and/or the County of Orange with a waiver of subrogation against any and all claims for damages or liability arising from their operations within the geographical boundaries of the Service Areas.

The terms of Section 4.1221 of the Ordinance govern the insurance requirements of Provider herein and, to the extent of any inconsistency between this Agreement and the Ordinance, the Ordinance will control.

(d) Performance Security. Before any operations under this Agreement commence, Provider must establish performance security in the amount and in accordance with the terms set forth in Section 4.1225 of the Ordinance.

(e) Inspection of Ambulances. Before any operations under this Agreement commence, the ambulances listed in the permit application filed with the City must have current motor vehicle inspection documentation as required by the Texas Department of Motor Vehicles and each ambulance must be equipped in compliance with the standards for ambulance equipment as contained and inspected and approved yearly by the TDSHS. Any ambulance owned or operated by Provider that has a mechanical defect or that lacks ambulance equipment as required by this Agreement, must be corrected to conform to this Agreement and the Ordinance. In addition to the foregoing, the requirements of Section 4.1231 of the Ordinance regarding Inspections are further incorporated herein by reference as it set forth verbatim herein.

(f) EMS Personnel.

1. No ambulance shall transport an emergency patient with the transport originating in or from the geographical boundaries of the Service Area unless it is a MICU ambulance capable of providing Advanced Life Support Services as defined in the Ordinance and whose crew shall consist of at least one EMT-P and one EMT as driver.

2. No ambulance shall transport a non-emergency patient with the transport originating in or from the geographical boundaries of the Service Area unless it is a MICU ambulance capable of providing Advanced Life Support Services as defined in the Ordinance and whose crew shall consist of at least two attendants who are each, at a minimum, an EMT.

3. No person shall provide services in any capacity on an ambulance, medical helicopter, or any other emergency medical response vehicle operated by the Provider unless he is the holder of a certification by the TDSHS or its agent as a first responder; a certification of an EMT issued by the State of Texas; a certificate of licensure as a registered nurse or licensed practical nurse; or is a physician or surgeon licensed to practice medicine by the Texas State Board of Medical Examiners. No person shall provide services in any capacity on an ambulance, medical helicopter, or any other emergency medical response vehicle operated by the Provider without holding a valid certification of cardiopulmonary resuscitation issued by the American National Red Cross or the American Heart Association.

4. Provider shall, at all times, under penalty of revocation, certify that all persons serving on any ambulance meet the following qualifications:

A. EMS personnel consist of persons of at least eighteen (18) years of age.

B. The EMS personnel consist of Emergency Medical Technicians who have achieved the level of certification required hereunder and under the Ordinance for response on an emergency ambulance or non-emergency ambulance, and that such EMTS meet all State Certification Requirements and are in good standing with the TDSHS.

C. All employees of Provider who operate an ambulance in the Service Area shall have been issued and be in possession of a valid driver's license for the operation of

said vehicle as required by the State of Texas. Additionally, Provider shall, at all times, certify, under the penalty of permit revocation, that all drivers of its ambulances meet the following criteria:

- i. The driver is a person of at least eighteen (18) years of age; and
- ii. The driver is an EMT, EMT-I or EMT-P.

In addition to the foregoing, the requirements of the Ordinance regarding Personnel are further incorporated herein by reference as it set forth verbatim herein.

(g) Standards for Ambulance Equipment. Provider warrants that each ambulance operated by it shall carry at all times when the ambulance is in use for an emergency response or non-emergency transport the minimum essential equipment as specified for a MICU ambulance under this Agreement and as further provided in the Ordinance.

(h) Ambulance Performance Standards. Provider warrants that it will not unreasonably refuse to respond to a request for emergency ambulance service and/or non-emergency ambulance service within the geographical boundaries of the Service Area.

Provider warrants that it will not refuse to respond to a request for emergency or non-emergency ambulance service on the grounds of the patient's inability to pay for such service.

Provider warrants that it will conform to all nationally accepted protocols with respect to ground ambulance response times within the Urban, Suburban and Rural Zones as further provided herein, and in accordance with the Ordinance.

(i) Review of Rates and Financial Information and Records. Provider shall submit a schedule of its rates for all services to the governing body of the City at least once per year at such time and in such format as may be designated by the City. Provider will not exceed the charges for base rate, mileage rate per run, supplies, oxygen and any other services included in Provider's Schedule of Rates except as approved by the City. A statement of said fees is attached hereto as Exhibit \_\_\_\_ and Exhibit \_\_\_\_).

Provider acknowledges that it is responsible for billing and collecting for services rendered in the provision by it of emergency and non-emergency ambulance service in the Service Area. All fees for services rendered shall remain the property of Provider. Provider will be allowed to add and/or modify items that represent new and/or changing technology, equipment, services and pharmaceuticals and to charge reasonable fees for said new items that are added. Provider shall be entitled to an automatic annual inflationary increase in rates not to exceed the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, Medical Care Services category, for the previous twelve month period, without the need for approval by the City. Additionally, Provider shall be allowed to request a change in rate structure and/ or amounts in such case as there has been a material change in the structure or amount of rates/reimbursements approved/made to ambulance providers by any federal or state agency or medical insurance provider. The City acknowledges

that any event as set forth in the preceding sentence shall be deemed good cause for such a request for rate change in amount and/or structure.

Provider shall permit the City or its auditors reasonable access to its financial records, books, documents, papers, files, or other records that are pertinent to the provision of ambulance services hereunder during normal business hours upon reasonable notice by the City at any time during the term of this Agreement or at any time following the termination of this Agreement for any period of services covered by this Agreement.

Provider shall present to the City an annual audit of Provider's financial statements and activities. A copy of every such annual audit shall be provided to the City, and the City shall have the right to demand that all audited financial statements and any other Proprietary Information, as deemed by Provider, be reviewed and discussed in Executive Session of the City Council of the City. The parties agree that the City has the right to demand an independent audit of the response time of Provider's performance under this Agreement. Such audit shall be performed at a mutually agreeable time by both parties but not later than thirty (30) days after receipt by the City of Response Time information for a particular period and shall be for the account of the City except as set forth hereafter. Should such audit produce results that materially differ from the results presented to the City by Provider, then, in such instance, Provider shall bear all costs associated with the independent audit that produced such differing results.

(j) Response Reliability Standards; Zones coverage; Response Times; Exclusions; Penalties.

1. *Response Time Standards Among Zones*

A. Urban Zone: Provider shall produce a maximum response time of eight minutes, fifty-nine seconds (8:59) on not less than 80% of all emergency responses originating within the Urban Zone.

B. Suburban Zone: Provider shall produce a maximum response time of twelve minutes, fifty-nine seconds (12:59) on not less than 80% of all emergency responses originating within the Suburban Zone.

C. Rural Zone: Provider shall produce a maximum response time of nineteen minutes, fifty-nine seconds (19:59) on not less than 80% of all emergency responses originating within the Rural Zone.

Throughout the term of this Agreement, Provider acknowledges that it shall be Provider's responsibility to meet the response times stated above for the applicable zones regardless of the number of ambulances required to meet said standards and regardless of the number of ambulances available to meet said standards. Additionally, Provider acknowledges that at all times it will operate its ambulance service aiming always to provide better and increased service and decreased response times. Provider further acknowledges that the response

times are minimum standards and not maximum standards and Provider further warrants that it will always strive to achieve decreased response times.

## *2. Report of Response Times; Monitoring.*

Each party to this Agreement, including the City, may monitor response times. Response times on emergency calls will be calculated from the time of receipt by Provider's Dispatch Center of "essential information" as defined below and end when an ALS ambulance arrives on scene with MICU transport capabilities (paramedic on scene). Response times will be calculated each calendar month by Provider. Provider will provide to the City and each applicable jurisdiction monthly reports of response times by the various zones within the Service Area, including an itemized summary of each call on the monthly report. The itemized summary of each call shall include all available information regarding the time, arrival times, etc. of each call. The monthly response time reports provided to the City and each applicable jurisdiction by Provider will also include all calls excluded from the response time calculation for that month. All information and back-up documentation regarding the propriety of exclusion of such calls from the monthly calculation of the Provider hereunder will be available to the City and each applicable jurisdiction upon request. Provider must deliver to the City and each applicable jurisdiction the monthly response time report for a month within 15 days following the end of the month for which the report is made.

## *3. Essential Information.*

"Essential information" for the purpose of Response Times shall include location, any requested directions to location, callback number, and chief complaint or nature of problem or if the initial location information is obtained from a 911-data base, confirmation that the patient's location is the same as that of the caller or confirmation of the patient's actual location.

## *4. Responses Excluded from Response Time Calculations.*

Provider shall have the responsibility to document the nature of the circumstances surrounding any response excluded from its monthly calculation of Response Times and the runs affected. It shall be Provider's responsibility to prove said response should be excluded or same shall be included. Excluded responses from this subsection (j) are as follows:

A. Faulty address-match data from the 911 computers or incorrect or insufficient essential information from the caller.

B. Responses that occur during periods of abnormally severe weather conditions that could reasonably be expected to substantially impair response time performance.

C. Unusual road conditions and blocked railroad and bridge crossings that could reasonably be expected to impair response times.

D. Prank Calls

E. Excess runs that occur during periods of unusual system overload. Unusual system overload is defined as a period of time during which more than two (2) emergency calls are simultaneously in progress within the geographical boundaries of the Service Area. Excess runs are those responses after the second emergency call during a thirty (30) minute period of time.

F. Responses during a declared disaster, whether locally or in a mutual aid jurisdiction that has requested assistance from Provider.

G. Any response after the first response in cases of multiple-response incidents (i.e., where more than one ambulance is sent to the same incident).

H. Delayed response due to potentially hazardous scenes or in which access is restricted by public safety personnel.

Provider agrees that it shall at all times have a responsibility to respond to a call for ambulance service as soon as possible even in the face of excluded response times. It is agreed that any such exceptions and/or exclusions from response times will extend the required response times by only the amount of time by which the otherwise applicable response time is interfered with or inhibited by the exception.

#### *5. Response Time Penalties.*

For any month that Provider fails to meet the Response Time Standards set forth in Section (1) above on emergency calls in each of the zones described in that section, Provider may be assessed the following penalties, which shall be paid to the City :

A. Response time of 76% to less than 80% of all emergency responses originating within any of the zones of the Service Area: \$500.00 per zone.

B. Response time of 71% to up to 75% of all emergency responses originating within any of the zones of the Service Area: \$1000.00 per zone.

C. Response time of less than 70% of all emergency responses originating within any of the zones of the Service Area: \$5000.00 per zone.

The response time will be measured for calculations and assessment of penalties by the City on a monthly basis. Should Provider fail to meet a monthly response time within any of the zones as defined in this subsection (j), prior to any penalty being assessed, Provider shall be afforded an opportunity to be heard before the City Fire Chief or designee to show good cause as to why said penalties should not be imposed. If, in the discretion of the City Fire Chief or designee, Provider demonstrates good cause, it shall be in the discretion of the City Fire Chief or designee to waive the penalties. It is the intent of both parties that it shall be solely in the discretion of the City Fire Chief or designee as to whether any penalty is waived and any waiver of penalties by the City Fire Chief or designee shall not constitute a waiver of any other rights

that may be granted to the City under this Agreement nor shall it waive any right to terminate this Agreement based upon successive failures by Provider to meet response times.

It is the intent of all parties hereto that, for penalty purposes, the response times must be met as stated above on a monthly basis. It is the intent of the parties that, should Provider repeatedly fail to adhere to the response time standards stated, it shall constitute grounds for termination of the Agreement by the City. It is the further intent of the parties that the provisions of the Ordinance pertaining to response times by Provider are incorporated herein as if set forth verbatim to the extent not otherwise expressed herein.

(k) Corporate Citizenship. Provider agrees, when available, to provide ambulance stand-by at no charge for high school football games that are held within the geographical boundaries of the Service Area. Provider agrees to provide such other stand-by service as is requested by a political subdivision within the Service Area for similar events at a reduced charge. Provider also agrees to offer consolidated EMS training to the Service Area Firefighters who serve as First Responders in order to assist Provider with medical care in emergency situations.

(l) Maintenance of Vehicles. All ambulances operated by Provider in the Service Area shall at all times be adequately maintained, serviced, and mechanically sound. Provider shall maintain maintenance records that may be inspected by the City as requested.

(m) Vehicle Locating System. Each ambulance operated by Provider in the Service Area shall be equipped with Global Positioning Satellite (GPS) or equivalent technology, and Provider shall maintain all necessary licenses, permits, etc. necessary pursuant to State, Federal, and local laws and regulations to enable Provider to operate said system.

(n) Local Stations. Provider shall maintain local Stations in Orange County, Texas during the term of this Agreement.

#### **IV. OBLIGATIONS OF THE CITY**

The City shall comply with the terms of this Agreement and the Ordinance upon which this Agreement is based. The City will take reasonable steps (including a notice to cease and desist operations, and therefore, if necessary, referral to the City Attorney for criminal prosecution of any violators of the Ordinance) to prevent any unpermitted operation of ambulance service (after being provided with reasonable notice by Provider) within the City Limits as defined in the Ordinance during the term of this Agreement (provided that such unpermitted operation is not otherwise authorized in accordance with the terms of the Ordinance and this Agreement).

The governing body of the City agrees that it will cooperate fully with the City Attorney, the City Manager, the City Fire Chief or any other authorized representative of the City in the enforcement of all laws and ordinances governing unpermitted ambulance operation, including but not limited to, referral to the City Attorney for enforcement measures, both civil and criminal. The Service Areas agree and acknowledge that any operation of ambulance service by another provider in the absence of (1) a permit issued by the City under the Ordinance, or (2)

authorization for unpermitted operation in accordance with the terms of the Ordinance and this Agreement, shall be a violation of this Agreement, which will cause financial harm to provider.

## V. TERMINATION

### (a) Termination by the City

#### 1. *Events of Default*

Each of the following acts, omissions or occurrences shall constitute an “Event of Default” under this Agreement:

A. Failure by Provider to observe and perform in any material way any covenant, warranty, term or provision of this Agreement or of the Ordinance, including those described herein and/or in the Ordinance as grounds for termination of the Agreement or suspension or revocation of Provider’s permit under the Ordinance, if such failure continues without cure for a period of thirty (30) days after notice thereof is given to Provider by the City specifying such failure and requesting that it be remedied;

B. Provider shall cease doing business as a going concern;

C. Provider’s financial reports to the City demonstrate financial instability or insolvency.

D. Provider shall commence a voluntary case or other proceeding in bankruptcy or seek liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or shall take any other action indicating its consent to, approval, or acquiescence in any such case or proceeding; Provider shall apply for, or consent to or acquiesce in, the appointment of a receiver, liquidator, custodian, sequestrator, or a trustee for all or a substantial part of its property; Provider shall make an assignment of a substantial portion of its assets for the benefit of its creditors; Provider shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due; or

There shall be filed against Provider an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestrator, or trustee of Provider for all or a substantial part of its property shall be appointed without the consent or approval of Provider or a warrant of attachment, execution or similar process against any substantial part of the property of Provider is issued; and the continuance of any such event or events for thirty (30) days un-dismissed or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

The Events of Default by Provider that may trigger termination by the City as outlined hereinabove are in addition to and do not replace or otherwise supersede any additional events of default or actions that may trigger suspension, revocation or termination of the Provider's permit for ambulance services in the City as detailed in Section 4.1226 of the Ordinance, which provisions are incorporated in this Agreement by referenced as it set forth herein verbatim.

(b) Termination by Provider

1. *Events of Default*

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" under this Agreement:

A. Failure of the City to have the requisite authority to enter into this Agreement or to enact the Ordinance for ambulance services;

B. Failure by the City, by its own fault, to observe or perform any covenant, warranty, term or provision of this Agreement or of the Ordinance, including those described herein and/or in the Ordinance as grounds for termination of the Agreement, if such failure continues without cure for a period of thirty (30) days after notice thereof is given to the City by Provider specifying such failure and requesting that it be remedied;

C. The issuance by the City of a permit under the Ordinance to any other person for the provision of ambulance service in the City Limits of the City during the initial term or any renewal term of this Agreement, subject to the provisions set forth in the following paragraph.

Without constituting an "Event of Default" or causing a waiver of any obligations of the Provider under this Agreement, the City shall be entitled to authorize one or more hospital(s), nursing home(s), and/or other person(s) located within the Service Area (hereinafter an "Evacuating Facility") to enter into a contract with one or more third party ambulance service provider(s) selected by the Evacuating Facility for the transport of patients from the Evacuating Facility during any period of mandatory evacuation effective in the Service Area (or a portion of the Service Area that is in such close proximity to an Evacuating Facility that such Evacuating Facility reasonably determines in its discretion that patients residing in the Evacuating Facility should be evacuated) due to the threat of a hurricane or other natural or man-made disaster. The City shall include the following stipulations in any authorization given to an Evacuating Facility and/or third party ambulance service provider to enter into a contract in accordance with this paragraph:

i. Any services provided under the contract may only be provided in the event that a mandatory evacuation effective in the Service Area (or a portion of the Service Area that is in such close proximity to an Evacuating Facility that such Evacuating Facility reasonably

determines in its discretion that patients from the Evacuating Facility should be evacuated) is ordered by the State or Federal government or by a political subdivision within the Service Area.

ii. Once a mandatory evacuation becomes effective, any services provided under the contract may only be provided up to the time that the mandatory evacuation is rescinded by the Federal or State government or by the political subdivision within the Service Area that ordered such mandatory evacuation.

iii. The scope of services provided under the contract shall be limited to the transport of patients from the Evaluating Facility to the destination selected by the patients.

iv. Each ambulance service provider participating in the transport of patients under the contract must maintain for the duration of the contract all necessary licenses, permits, etc. necessary pursuant to State, Federal, and local laws and regulations to enable the ambulance service provider to provide the services contemplated under the contract. All services furnished by an ambulance service provider under the contract shall be rendered in compliance with all applicable State, Federal, and local laws, rules and regulations, and contract requirements.

(c) Termination Without Cause. The Provider and the City mutually agree that this Agreement may only be voidable without cause by either party with 180 days' prior written notice to the other party. Notice shall be given by certified mail, return receipt requested to:

PROVIDER:  
Acadian Ambulance Service of Texas, LLC.  
P.O. Box 98000  
Lafayette, LA 70509

CITY:  
City of Orange, Texas  
P.O. Box 520  
Orange, Texas 77631

ATTN: Chief Financial Officer

ATTN: City Manager

The Provider and the City further agree that this Agreement may be terminated by mutual written agreement of the parties.

## VI. INDEMNITY

Provider agrees to indemnify, hold harmless and defend the City, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs arising out of or in any way concerning, connected to or incident to any work performed by and/or activities conducted by the Provider in the performance of this Agreement, including all causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of the Provider, its officers, agents, employees, subcontractors, licensees, invitees and other persons (including any individual acting contrary to this Agreement).

Without limiting the foregoing, the parties further agree that the indemnification clause provided in Section 4.1227 of the Ordinance is affirmed by the Provider and is incorporated herein by reference as if set forth verbatim herein.

## **VII. COVENANTS; AUTHORITY TO ENTER INTO AGREEMENT**

### **(a) Authority of Provider.**

1. Provider warrants that it is a \_\_\_\_\_ corporation duly organized, validly existing and in good standing in the State of \_\_\_\_\_, that it is duly-authorized to do business in the State of Texas, and that the execution of this Agreement has been duly authorized by the Provider's Board of Directors or other governing body, or by an office of the Provider empowered to execute such agreements and bind the Provider. Provider further warrants that it has the full corporate authority and power to enter into this Agreement, and that its Regional Vice President, Mike Burney, is authorized to execute this Agreement on its behalf of and that such action is not in contravention of the provisions of the Provider's Articles of Incorporation or Bylaws, or of any agreement or instrument to which the Provider is a party or by which it may be bound, the breach of which would have a material, adverse effect on the Provider and its operations.

2. The Provider warrants that it is not involved in any bankruptcy or insolvency as of the Effective Date of this Agreement.

The Provider's breach of any one of the foregoing provisions will constitute an Event of Default under Section V (a) of this Agreement.

The Provider makes the following covenants:

1. The Provider will continue the operation of an ambulance service in the City at all times during the period of this Agreement, except in connection with, and to the extent of, an Event of Force Majeure as defined herein.

2. The Provider will timely pay all impositions that may be assessed against and due from it or any business or property owned by it, as applicable. In addition, the Provider will timely pay all employment, income, franchise and all other taxes to all local, state and federal entities. Nothing herein will be deemed to preclude the Provider from contesting any such impositions as provided by applicable law.

3. The Provider will obtain and maintain all necessary rights, licenses and permits to carry on its business.

4. The Provider agrees that, as to the operation by it of an ambulance service under this Agreement, it will comply in all material respects with all civil rights acts and, specifically, will not discriminate against any person on the basis of race, color, national origin, religion, age, gender or by reason of being disabled.

(b) Authority of the Service Areas.

The City represents that the necessary action by the City Council has been taken to approve this Agreement, and the City Manager of the City is authorized to execute this Agreement on behalf of the City.

(c) General Covenant.

The Provider and the City acknowledge and accept the terms and obligations agreed upon in this Agreement and the provisions of the Ordinance, and the parties shall comply with all provisions herein and with all laws of the City and County of Orange, Texas, the State of Texas, and of the United States of America.

### **VIII. AGREEMENT, MODIFICATION, AND GOVERNING LAW**

(a) Force Majeure. Provider's performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented by the following: acts of God; acts of war, riot, accident, flood or sabotage; unavailability of adequate fuel, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; or national defense requirements.

(b) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto, including, but not limited to, the request for proposals issued by the City, and Provider's proposal for an advanced life support emergency ambulance service, provided, however, that the Ordinance under which the Provider's permit was issued by the City is not superseded by this Agreement but, rather, governs the validity of Provider's permit and serves to supplement the provisions of this Agreement with regard to the provision by the Provider of emergency and non-emergency ambulance service in the Service Area. The parties agree that the Ordinance remains in full force and effect, notwithstanding this Agreement and, further, the parties agree that the terms of the Ordinance are incorporated herein by reference as if set forth verbatim herein and will control the provision of ambulance service by Provider to the extent not inconsistent with this Agreement

(c) Modification. No provision of this Agreement may be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought and that expressly states the intention of both parties to amend the Agreement. No provision of the Ordinance may be modified, changed, amended, discharged or revoked except by action of the City Council of the City. Notwithstanding the above provisions, this agreement will be modified by the provider in the event that a subsequent contract is executed between the provider and another political subdivision in Orange County, if that contract has provisions in it that exceed or are superior to those in this contract with regard to run times, performance standards, staffing, equipment, or stations. The modification will be done in writing at the request of the City. This provision is intended to protect the City by being a "me too" agreement.

(d) Assignment. The terms and conditions of this Agreement inure to the benefit of and are binding upon the successors and any permitted assigns of the parties hereto. This Agreement may not be assigned by the Provider without the prior written consent of the City, except as otherwise waived by the City in writing. Any attempted assignment by the Provider in violation of the terms and provisions of this Agreement will be void and will constitute a material breach of this Agreement. If the City consents to the assignment of this Agreement by the Provider, then the assignee of the Provider shall have all of the rights and shall assume all of the obligations of the Provider hereunder.

(e) Legal Relationships; Independent Contractor. No term or provision of this Agreement or act of the Provider in the performance of this Agreement will be construed as making the Provider or its employees, the agent, servant, employee or contractor of the City. The approval of this Agreement by the City does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement.

The Provider will operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of the City. The Provider will have exclusive control of, and the exclusive right to control the details of the work to be performed by the Provider and all personnel performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event will any person participating in or performing any of the Provider's duties or responsibilities be considered an officer, agent, servant or employee of the City. The City and the Provider are not, and will not, be considered as, joint venturers, partners, or agents of each other, and nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between the City and the Provider. The City and the Provider agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another, and neither of the parties will have the power to bind or obligate the others, except as set forth in this Agreement and in the Ordinance.

It is understood and agreed between the parties that the Provider, in satisfying the conditions of this Agreement, has acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with the Provider's actions.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Provider agrees that it will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies, including but not limited to the TDSHS.

(g) Venue. The obligations of the parties to this Agreement are deemed to have been performed in Orange County, Texas and, if legal action is necessary to enforce any such obligation, the parties agree that exclusive venue shall be in Orange County, Texas.

(h) Partial Enforceability. If any provision of this Agreement, or the application of the Provision to any entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

EFFECTIVE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

ACADIAN AMBULANCE SERVICE OF TEXAS, LLC. CITY OF ORANGE, TEXAS

By: \_\_\_\_\_

Mike Burney  
Regional Vice President

Date: \_\_\_\_\_, 2015

By: \_\_\_\_\_

Shawn Oubre  
City Manager

Date: \_\_\_\_\_, 2015

**A RESOLUTION EXTENDING THE AGREEMENT FOR EMERGENCY AND  
NON-EMERGENCY AMBULANCE SERVICE BETWEEN ACADIAN  
AMBULANCE SERVICE OF TEXAS, LLC AND THE CITY OF ORANGE.**

**WHEREAS**, the City of Orange entered into an Agreement with Acadian Ambulance Service of Texas, LLC on June 15, 2006 for the provision of ambulance services within the territorial jurisdiction of the City; and

**WHEREAS**, the term of the original Agreement was renewable for two (2) additional terms of three (3) years each; and

**WHEREAS**, the City of Orange and Acadian Ambulance Service of Texas, LLC renewed the agreement in subsequent years (2009 and 2013); and

**WHEREAS**, Acadian Ambulance Service of Texas, LLC has requested renewal of the Agreement for an additional three (3) years and the City staff recommends renewal of the Agreement; now therefore

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

That the Agreement between Acadian Ambulance Service of Texas, LLC and the City of Orange, Texas is hereby renewed for a period of three (3) years.

**PASSED, APPROVED and ADOPTED** on this the 28<sup>th</sup> day of April 2015.

\_\_\_\_\_  
Jimmy Sims, Mayor

**ATTEST:**

\_\_\_\_\_  
Rhonda Haskins, City Secretary

**APPROVED:**

\_\_\_\_\_  
City Attorney

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

**DATE:** April 21, 2015

**TO:** Dr. Shawn Oubre, City Manager

**FROM:** Jay Trahan, EDC Director

**RE:** **OUTDOOR HOSPITALITY, LLC, RV RESORT**

---

Please see the attached Resolution involving the proposed RV Resort project by developer, Outdoor Hospitality, LLC, represented by Terri and Mark Frey. The estimated \$1,500,000 project includes a 50-space site layout with amenities such as a pool, laundry room, walking trail, and rally barn. The project includes the creation of four (4) new full-time employees.

The proposed economic development incentives include the following: \$75,000 for demolition costs, and \$175,000 for water and sanitary sewer infrastructure improvements for a total of \$250,000. The financial incentives will be performance based with established benchmarks to be inspected by city staff prior to reimbursement to Outdoor Hospitality. In addition, Outdoor Hospitality, LLC, will be responsible for a payback of \$50,000 to the City EDC after a two-year period, and within five years after the two-year delayed period.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS AUTHORIZING THE ORANGE ECONOMIC DEVELOPMENT CORPORATION TO UNDERTAKE A PROJECT INVOLVING OUTDOOR HOSPITALITY, LLC AS MORE PARTICULARLY DESCRIBED HEREIN AND AUTHORIZING THE ORANGE ECONOMIC DEVELOPMENT CORPORATION TO EXPEND FUNDS ON THE PROJECT.**

**WHEREAS**, the Orange Economic Development Corporation desires to undertake a project involving Outdoor Hospitality, LLC as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Project"); and

**WHEREAS**, in accordance with Texas Local Government Code Section 505.159, the Orange Economic Development Corporation has held at least one public hearing on the Project; and

**WHEREAS**, in accordance with Texas Local Government Code Section 505.160, the Orange Economic Development Corporation has published notice of the Project; and

**WHEREAS**, more than sixty (60) days have passed since the date that the Orange Economic Development Corporation first published notice of the Project, and the City of Orange, Texas has not received a petition from more than 10 percent of the registered voters of the City of Orange, Texas requesting that an election be held before the Project is undertaken; and

**WHEREAS**, in accordance with Texas Local Government Code Section 505.158, the Board of Directors of the Orange Economic Development Corporation has found that the Project promotes new or expanded business development; and

**WHEREAS**, in accordance with Texas Local Government Code Section 505.158, the Orange Economic Development Corporation may not undertake a project authorized by Section 505.158 that requires an expenditure of more than \$10,000.00 until the City Council of the City of Orange, Texas adopts a resolution authorizing such a project after giving the resolution at least two separate readings.

**NOW THEREFORE BE IT RESOLVED by the City Council of the City of Orange, Texas that:**

1. The foregoing recitals are found to be true and correct and are hereby adopted and incorporated herein by reference.

2. The Orange Economic Development Corporation is authorized to undertake the Project and to expend funds in an amount not to exceed \$250,000.00 to undertake the Project, and such expenditure shall be in accordance with Exhibit "A" attached hereto and in accordance with one or more agreements and/or instruments to be executed by and between the Orange Economic Development Corporation and Outdoor Hospitality, LLC in connection with the Project.

PASSED AND APPROVED ON FIRST READING on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by a vote of \_\_\_\_\_ (yeas) to \_\_\_\_\_ (nays) to \_\_\_\_\_ (abstentions) at a regular meeting of the City Council of the City of Orange, Texas.

PASSED, APPROVED AND ADOPTED ON SECOND READING on the \_\_\_\_\_ day \_\_\_\_\_, 2015, by a vote of \_\_\_\_\_ (yeas) to \_\_\_\_\_ (nays) to \_\_\_\_\_ (abstentions) at a regular meeting of the City Council of the City of Orange, Texas.

**CITY OF ORANGE, TEXAS**

By: \_\_\_\_\_  
Jimmy Sims, Mayor

**ATTEST:**

\_\_\_\_\_  
Rhonda Haskins, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John Cash Smith, City Attorney

**Description of Orange Economic Development Corporation Project  
Involving Outdoor Hospitality, LLC**

The Orange Economic Development Corporation project (the "Project") involving Outdoor Hospitality, LLC would generally include the following:

1. Outdoor Hospitality, LLC would demolish the buildings formerly known as the Knights Inn that are situated in Orange, Texas.
2. Outdoor Hospitality, LLC would also develop and construct a fifty space RV resort that would be located on the property on which the buildings formerly known as the Knights Inn are currently situated and on adjacent property. The fifty space RV resort would be consistent in design, size and operation with the specifications as would be approved by the Orange Economic Development Corporation.
3. The Orange Economic Development Corporation would contribute \$75,000.00 to Outdoor Hospitality, LLC in connection with the demolition of the buildings formerly known as the Knights Inn. The Orange Economic Development Corporation would only make this contribution at such time as Outdoor Hospitality, LLC attained certain benchmarks in connection with the demolition of the buildings formerly known as the Knights Inn, which benchmarks would be more clearly delineated in one or more agreements and/or instruments to be executed by and between the Orange Economic Development Corporation and Outdoor Hospitality, LLC in connection with the Project.
4. The Orange Economic Development Corporation would contribute \$175,000.00 to Outdoor Hospitality, LLC in connection with the construction of water and sanitary sewer infrastructure improvements related to the Project. The Orange Economic Development Corporation would only make this contribution at such time as Outdoor Hospitality, LLC attained certain benchmarks in connection with the construction of water and sanitary sewer infrastructure improvements related to the Project, which benchmarks would be more clearly delineated in one or more agreements and/or instruments to be executed by and between the Orange Economic Development Corporation and Outdoor Hospitality, LLC in connection with the Project.
5. Outdoor Hospitality, LLC would repay to the Orange Economic Development Corporation the amount of \$50,000.00 within a designated time period, which time period would be more clearly delineated in one or more agreements and/or instruments to be executed by and between the Orange Economic Development Corporation and Outdoor Hospitality, LLC in connection with the Project.
6. In consideration of the direct incentives and expenditures that the Orange Economic Development Corporation would make in connection with the Project, Outdoor Hospitality, LLC would agree to hire a minimum of four full-time employees for the staffing and operation of the Project and would make a minimum capital investment of \$1,500,000.00 for the construction of the Project.

**EXHIBIT "A"**

**ECONOMIC DEVELOPMENT DEPARTMENT**

**MEMORANDUM**

**DATE:** April 22, 2015

**TO:** Dr. Shawn Oubre, City Manager

**FROM:** Jay Trahan, EDC Director

**RE: OUTDOOR HOSPITALITY, LLC, RV RESORT – CHAPTER 380 AGREEMENT**

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Please see the attached Resolution involving the proposed RV Resort project by developer, Outdoor Hospitality, LLC, represented by Terri and Mark Frey. The estimated \$1,500,000 project includes a 50-space site layout with amenities, such as a pool, laundry room, walking trail, and rally barn. The project includes the creation of four (4) full-time employees.

The proposed Chapter 380 Agreement, which is an economic development program approved by the State of Texas under the Local Government Code in an effort to promote business and commercial development, authorizes the City to enter into an agreement with Outdoor Hospitality, LLC, for the purpose of promoting local economic development.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS  
APPROVING AN ECONOMIC DEVELOPMENT PROGRAM PURSUANT TO  
CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE TO STIMULATE  
BUSINESS AND COMMERCIAL ACTIVITY IN ORANGE, TEXAS**

**WHEREAS**, the City of Orange, Texas (the “City”) is a home-rule municipality in the State of Texas, having been duly created and organized under the constitution and laws of Texas; and

**WHEREAS**, Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (“Chapter 380”) authorize the City to provide for the administration of one or more programs, including programs for making loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Orange; and

**WHEREAS**, Outdoor Hospitality, LLC (the “Company”) desires to develop a fifty space RV resort in Orange, Texas (the “Project”); and

**WHEREAS**, the Company has requested that the City provide certain financial assistance to the Company in connection with the construction of the Project; and

**WHEREAS**, the City desires to provide, pursuant to Article III, Chapter 52-a of the Texas Constitution and Chapter 380, certain financial assistance to the Company in connection with the construction of the Project.

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

1. Pursuant to Chapter 380 of the Texas Local Government Code and other authority, an Economic Development Program (“Program”) is established and shall be administered pursuant to this resolution regarding the Project.

2. To stimulate business and commercial activity in the City, and pursuant to its Program and lawful authority under Chapter 380, the City Council shall consider economic development projects and agreements for improved development of business and commercial activity in connection with the Project, and further, said development activity may include, but shall not be limited to, the creation or retention of additional payroll or jobs, and capital investment by the Company in connection with the construction of the Project.

3. The Program is designed to accomplish, advance, and substantially achieve all public purposes described in this resolution by: (a) stimulating state and local economic development in the City; (b) stimulating, encouraging, and developing business location and commercial activity in the City; (c) promoting or advertising the City; (d) increasing employment and wages in the City; (e) reducing the number of families living in poverty in the City; (f) increasing local tax bases in the City and providing the City with increased funding

options for the provision of public services, facilities, and infrastructure; and (g) increasing sales in the City.

4. The City Council, through its lawful discretion and best business judgment, may use or apply any and all components of Chapter 380 or other applicable authority to develop and administer the Program regarding the Project, including: (a) using city employees or funds; (b) accepting contributions, gifts, or other resources; (c) making a loan or grant of public money, or providing the personnel and services of the City; and (d) entering into a Chapter 380 economic development agreement (or multiple agreements).

5. All prior acts of the City, including those of its elected officials, appointed officials, officers, employees, agents, attorneys, and representatives, are hereby ratified, confirmed, and approved regarding this economic development matter (including scheduling) and any related matter.

6. Subject to City Council review, the City Manager is hereby authorized on behalf of the City to enter into a 380 Agreement with the Company that satisfies the requirements of this Program.

**EFFECTIVE DATE.** This RESOLUTION shall be in full force and effect from and after its date of approval.

**APPROVED:** \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Jimmy Sims, Mayor

ATTEST:

\_\_\_\_\_  
Rhonda Haskins, City Secretary

**Orange Economic Development Corporation  
Investment Report - Quarter Ended March 31, 2015**

	<u>Original Purchase Cost</u>	<u>Accrued Book Value</u>	<u>Present Market Value</u>	<u>Maturity Value</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Yield %</u>	<u>Earnings</u>	<u>Annualized Earnings</u>	<u>Term Days</u>	<u>Days to Maturity</u>
313396GY3 FMDN	249,871.67	249,967.92	249,905.00	250,000.00	12-Aug-14	16-Jun-15	0.0609%	128.33	152.08	308	77
<b>Total</b>	<b>249,871.67</b>	<b>249,967.92</b>	<b>249,905.00</b>	<b>250,000.00</b>			<b>0.0609%</b>	<b>128.33</b>	<b>152.08</b>	<b>308</b>	

<u>Investment Activities 12/31/2014 - 03/31/2015</u>	
Prior Balance	\$249,871.67
Investment Purchases	0.00
Investment Maturities	0.00
Ending Balance	\$249,871.67

	<u>03/31/2015</u>	<u>12/31/2014</u>
<b>Quarter Ending Information</b>		
Investment Purchase Cost	\$249,871.67	\$249,871.67
Accrued Book Value	\$249,967.92	\$249,930.42
Present Market Value	\$249,905.00	\$249,725.00
Maturity Value	\$250,000.00	\$250,000.00
Earnings on Investments at Maturity	\$128.33	\$128.33
Annualized Earnings	\$152.08	\$152.08
Average Length to Maturity	308	308
Average Rate of Return	0.0609%	0.6090%
Quarterly Trust Fee (\$2,500 Annually)	(\$625.00)	(\$625.00) *
Annualized Rate of Return - Net	-0.199%	-0.199%
Cash Balance and CD's - EOQ	\$2,094,183.20	\$2,014,768.34
Collateral Pledged (Market) - EOQ	\$2,110,313.78	\$2,017,221.00
Quarterly Interest Earned on Checking	\$1,092.76	\$954.34
Average Monthly Cash Balance	\$2,044,422.42	\$1,893,188.93
Average Annualized Earnings on Checking	\$4,431.75	\$3,786.24
Average Annualized Rate on Checking	0.2168%	0.2000%
Annualized Rate of Return - Adj for Checking	0.0908%	0.0671% *
<b>Type Breakdown:</b>		
Treasury Bills	\$0.00	\$0.00
Government Agencies	\$249,905.00	\$249,725.00
Certificates of Deposit	\$0.00	\$0.00
<b>Issuer Breakdown:</b>		
US Treasury Bills	\$0.00	\$0.00
FHLDN	\$0.00	\$0.00
FMDN	\$249,905.00	\$249,725.00
Certificates of Deposit	\$0.00	\$0.00
<b>Maturity Breakdown:</b>		
Less Than 90 Days	\$0.00	\$0.00
90 to 180 Days	\$0.00	\$0.00
181 to 365 Days	\$249,905.00	\$249,725.00

The Orange Economic Development Corporation is currently in compliance with the Public Funds Investment Act. The EDC Board will continue to receive quarterly investment reports.

Submitted by:

  
Shawn Oubre, City Manager

  
Gail English, Director of Finance

  
Sherry Jackson, Accounting Manager

## MOTION

Motion acknowledging receipt of the Orange Economic Development Corporation Investment Report for the quarter ending March 31, 2015.

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Jimmy Sims, Mayor

**ATTEST:**

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Rhonda Haskins, City Secretary

April 28, 2015



# EDC Trial Balance

Through 03/31/15  
Detail Listing  
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 099 - Economic Development Corporation						
1108.001	Cash - Wells Fargo Debt Service Series 2007 EDC	49,975.98	119,189.77	35,887.50	133,278.25	129,342.08
1108.002	Cash - Wells Fargo Debt Service Series 2012 EDC	51,646.24	147,491.37	83,690.62	115,446.99	113,520.63
1108.003	Cash - Wells Fargo Reserve Fund Series 2012 EDC	297,734.13	306.15	.00	298,040.28	297,392.90
1112.001	Cash - Wells Fargo EDC	1,400,280.78	361,766.33	214,629.43	1,547,417.68	832,873.64
1112.005	Cash - Wells Fargo Bond Construction Series 2012 EDC	.00	.00	.00	.00	.00
1114.001	Cash - Payroll	.00	.00	.00	.00	.00
1117.002	Cash - Capital One EDC Investment Account	.00	.00	.00	.00	203,291.14
1126.001	Investments	249,871.67	.00	.00	249,871.67	249,717.50
1126.004	Investments - Unrealized Gain	.00	.00	.00	.00	.00
1127.015	Investments - Debt Service Series 2007 EDC	.00	.00	.00	.00	.00
1135.001	Accounts Receivable	.00	.00	.00	.00	.00
1150.001	Due from Others	.00	.00	.00	.00	.00
1150.150	Bond Issuance Costs - EDC Series 2007 Sales Tax Revenue Bonds	88,575.34	.00	88,575.34	.00	.00
1150.155	Bond Issuance Costs - EDC Series 2012 Sales Tax Revenue Bonds	.00	.00	.00	.00	.00
1150.160	Amortized Bond Issuance Costs - EDC Series 2007 Sales Tax Bonds	.00	.00	.00	.00	.00
1150.165	Amortized Bond Issuance Costs - EDC Series 2012 Sales Tax Bonds	.00	.00	.00	.00	.00
1166.001	Prepays	1,364.29	.00	1,364.29	.00	.00
1170.001	Accumulated Depreciation - Buildings	.00	.00	.00	.00	.00
1175.001	Land	.00	.00	.00	.00	.00
1175.002	Construction in Progress	.00	.00	.00	.00	.00
1175.003	Buildings	.00	.00	.00	.00	.00
2201.001	Accounts Payable	(16,993.04)	163,211.39	146,218.35	.00	(2,887.88)
2206.001	Retainage Payable	.00	.00	.00	.00	(34,604.78)
2208.001	Salaries Payable	(5,528.01)	50,117.13	44,589.12	.00	.00
2220.001	Interest Payable	.00	.00	.00	.00	.00
2260.001	Due to Others	.00	.00	.00	.00	.00
2266.050	Bonds Payable - EDC Series 2007 Sales Tax Revenue Bonds	.00	.00	.00	.00	.00
2266.051	Bonds Payable (Current Portion) - EDC Series 2007 Sales Tax Bond	.00	.00	.00	.00	.00
2266.055	Bonds Payable - EDC Series 2012 Sales Tax Revenue Bonds	.00	.00	.00	.00	.00
2266.056	Bonds Payable (Current Portion) - EDC Series 2012 Sales Tax Bond	.00	.00	.00	.00	.00
2269.001	Compensated Absences Payable	(9,707.10)	.00	.00	(9,707.10)	(5,982.34)
2290.001	Fund Balance	228,490.38	.00	.00	228,490.38	.00
2290.030	Fund Balance - Restricted for: Debt Service	(399,356.23)	.00	.00	(399,356.23)	(397,368.06)
2290.090	Fund Balance - Assigned to: Economic Development	(350,000.00)	.00	.00	(350,000.00)	(123,497.79)



# EDC Trial Balance

Through 03/31/15  
Detail Listing  
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 099 - Economic Development Corporation						
2290.110	Fund Balance - Unassigned	(1,586,354.43)	.00	.00	(1,586,354.43)	(1,220,305.64)
2294.002	Restricted for Debt Service	.00	.00	.00	.00	.00
2297.001	Invested in Capital Assets Net of Related Debt	.00	.00	.00	.00	.00
2297.002	Invested in Capital Assets - Accumulated Depreciation	.00	.00	.00	.00	.00
2298.001	Net Assets	.00	.00	.00	.00	.00
Department 000 - Revenue						
3102	Sales Tax	.00	.00	536,612.78	(536,612.78)	(469,716.31)
3141	Interest Earned	.00	1.00	1,538.81	(1,537.81)	(1,021.54)
3183	Miscellaneous	.00	.00	.00	.00	.00
3185	Donations	.00	.00	.00	.00	.00
3212	Interest Earnings EDC 2007 Sales Tax Bonds	.00	.00	135.65	(135.65)	(78.22)
3213	Interest Earnings EDC 2012 Sales Tax Bonds	.00	.00	373.64	(373.64)	(359.45)
3220	Interest Earnings EDC 2012 Sales Tax Bond Construction	.00	.00	.00	.00	.00
3255	Proceeds from Sale of Bonds	.00	.00	.00	.00	.00
3269	Stark Foundation Grant Proceeds	.00	.00	.00	.00	.00
	Department: 000 - Revenue Totals	\$0.00	\$1.00	\$538,660.88	(\$538,659.88)	(\$471,175.52)
Department 990 - Non Budgeted						
4590	Depreciation - Buildings EDC	.00	.00	.00	.00	.00
	Department: 990 - Non Budgeted Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Department 998 - Debt Service						
4650	Interest Expense - EDC Series 2007 Sales Tax Revenue Bonds	.00	35,387.50	.00	35,387.50	38,587.50
4651	Interest Expense - EDC Series 2012 Sales Tax Revenue Bonds	.00	83,140.62	.00	83,140.62	84,390.62
4655	Bonds Paid - EDC Series 2007 Sales Tax Revenue Bonds	.00	.00	.00	.00	.00
4656	Bonds Paid - EDC Series 2012 Sales Tax Revenue Bonds	.00	.00	.00	.00	.00
4660	Service Fees - EDC Series 2007 Sales Tax Revenue Bonds	.00	500.00	.00	500.00	500.00
4661	Service Fees - EDC Series 2012 Sales Tax Revenue Bonds	.00	550.00	.00	550.00	550.00
	Department: 998 - EDC - Debt Service Totals	\$0.00	\$119,578.12	\$0.00	\$119,578.12	\$124,028.12
Department 999 - Economic Development Corporation						
4010	Salaries & Wages	.00	42,789.12	2,375.80	40,413.32	38,068.02
4050	Longevity	.00	.00	.00	.00	.00
4060	Retirement Contributions	.00	11,999.87	589.44	11,410.43	10,379.61
4061	Group Insurance	.00	9,550.03	.00	9,550.03	8,570.03
4062	Social Security Contr.	.00	3,693.52	181.75	3,511.77	3,143.59
4063	Workers' Compensation	.00	.00	5.22	(5.22)	(3.97)
4064	Unemployment Compensation	.00	42.30	.00	42.30	45.90



# EDC Trial Balance

Through 03/31/15  
Detail Listing  
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 099	Economic Development Corporation					
Department 999	Economic Development Corporation					
4101	Office Supplies	.00	.00	.00	.00	693.96
4116	Printing	.00	.00	.00	.00	.00
4117	Postage	.00	106.23	.00	106.23	2.52
4118	Banking Expense	.00	2,500.00	.00	2,500.00	2,500.00
4125	Equipment	.00	.00	.00	.00	49.97
4207	Machinery Maintenance	.00	.00	.00	.00	.00
4220	Vehicle Allowances	.00	1,800.00	.00	1,800.00	1,800.00
4222	Special Services	.00	4,842.77	610.50	4,232.27	4,389.21
4223	Periodicals	.00	.00	.00	.00	.00
4224	Advertising	.00	132.80	.00	132.80	.00
4230	Electricity Expense	.00	2,376.17	.00	2,376.17	3,214.12
4231	Communications Expense	.00	431.47	.00	431.47	.00
4282	Dues	.00	25,717.00	.00	25,717.00	28,002.00
4283	Legal Expense	.00	1,838.40	900.90	937.50	15,695.83
4284	Water Utility Expense	.00	2,191.80	427.26	1,764.54	1,501.48
4285	Audit Expense	.00	5,610.00	.00	5,610.00	5,610.00
4286	Consultant Expense	.00	975.00	.00	975.00	2,500.00
4287	Conference & Training	.00	4,448.66	.00	4,448.66	2,271.67
4270	EDC - City of Orange Staff Reimbursement	.00	76,000.00	.00	76,000.00	76,000.00
4330	EDC Economic Development Projects	.00	.00	.00	.00	.00
4331	EDC Capital Projects City of Orange	.00	.00	.00	.00	101,222.06
Department 999 - Economic Development Corporation		\$0.00	\$197,045.14	\$5,090.87	\$191,954.27	\$305,656.00
Totals						
P/Y Fund Equity Adjustment		.00	.00	.00	.00	.00
Fund 099	Economic Development Corporation Totals	\$0.00	\$1,158,706.40	\$1,158,706.40	\$0.00	\$0.00
Grand Totals		\$0.00	\$1,158,706.40	\$1,158,706.40	\$0.00	\$0.00



# EDC Budget Report

Fiscal Year to Date 03/31/15  
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
<b>Fund 099 - Economic Development Corporation</b>											
<b>REVENUE</b>											
<b>Department 000 - Revenue</b>											
3102	Sales Tax	1,085,000.00	.00	1,085,000.00	106,257.80	.00	536,612.78	548,287.22	49	1,179,026.34	
3141	Interest Earned	3,000.00	.00	3,000.00	295.60	.00	1,537.81	1,462.19	51	2,735.75	
3183	Miscellaneous	500.00	.00	500.00	.00	.00	.00	500.00	0	.00	
3185	Donations	.00	.00	.00	.00	.00	.00	.00	+++	150,000.00	
3212	Interest Earnings EDC 2007 Sales Tax Bonds	250.00	.00	250.00	23.78	.00	135.65	114.35	54	212.10	
3213	Interest Earnings EDC 2012 Sales Tax Bonds	1,000.00	.00	1,000.00	76.52	.00	373.64	626.36	37	826.44	
3220	Interest Earnings EDC 2012 Sales Tax Bond Construction	.00	.00	.00	.00	.00	.00	.00	+++	.00	
3255	Proceeds from Sale of Bonds	.00	.00	.00	.00	.00	.00	.00	+++	.00	
3269	Stark Foundation Grant Proceeds	.00	.00	.00	.00	.00	.00	.00	+++	.00	
Department 000 - Revenue Totals		\$1,089,750.00	\$0.00	\$1,089,750.00	\$106,653.70	\$0.00	\$538,659.88	\$551,090.12	49%	\$1,332,800.63	
REVENUE TOTALS		\$1,089,750.00	\$0.00	\$1,089,750.00	\$106,653.70	\$0.00	\$538,659.88	\$551,090.12	49%	\$1,332,800.63	
<b>EXPENSE</b>											
<b>Department 990 - Non Budgeted</b>											
<b>Department 990 - Buildings EDC</b>											
Depreciation - Buildings EDC		.00	.00	.00	.00	.00	.00	.00	+++	.00	
Department 990 - Non Budgeted Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00	
<b>Department 998 - Debt Service</b>											
Interest Expense - EDC Series 2007 Sales Tax Revenue Bonds		70,775.00	.00	70,775.00	.00	.00	35,287.50	35,287.50	50	77,175.00	
4651	Interest Expense - EDC Series 2012 Sales Tax Revenue Bonds	166,281.00	.00	166,281.00	.00	.00	83,140.62	83,140.38	50	168,781.25	
4655	Bonds Paid - EDC Series 2007 Sales Tax Revenue Bonds	165,000.00	.00	165,000.00	.00	.00	.00	165,000.00	0	160,000.00	
4656	Bonds Paid - EDC Series 2012 Sales Tax Revenue Bonds	130,000.00	.00	130,000.00	.00	.00	.00	130,000.00	0	125,000.00	
4660	Service Fees - EDC Series 2007 Sales Tax Revenue Bonds	1,000.00	.00	1,000.00	.00	.00	500.00	500.00	50	500.00	
4661	Service Fees - EDC Series 2012 Sales Tax Revenue Bonds	1,000.00	.00	1,000.00	550.00	.00	550.00	450.00	55	550.00	
Department 998 - Debt Service Totals		\$534,056.00	\$0.00	\$534,056.00	\$550.00	\$0.00	\$119,578.12	\$414,477.88	22%	\$532,006.25	
<b>Department 999 - Economic Development Corporation</b>											
4010	Salaries & Wages	81,795.00	.00	81,795.00	6,963.00	.00	40,413.32	41,381.68	49	86,464.78	
4050	Longevity	.00	.00	.00	.00	.00	.00	.00	+++	.00	
4060	Retirement Contributions	20,852.00	.00	20,852.00	1,834.24	.00	11,410.43	9,441.57	55	21,732.96	
4061	Group Insurance	14,693.00	.00	14,693.00	1,364.29	.00	9,550.03	5,142.97	65	14,691.48	
4062	Social Security Contr.	6,534.00	.00	6,534.00	570.25	.00	3,511.77	3,022.23	54	6,608.96	
4063	Workers' Compensation	188.00	.00	188.00	.00	.00	(5.22)	193.22	-3	184.30	
4064	Unemployment Compensation	49.00	.00	49.00	42.30	.00	42.30	6.70	86	45.90	
4101	Office Supplies	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	1,938.71	
4116	Printing	500.00	.00	500.00	.00	.00	.00	500.00	0	.00	
4117	Postage	500.00	.00	500.00	.00	.00	106.23	393.77	21	11.30	



# EDC Budget Report

Fiscal Year to Date 03/31/15  
 Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
<b>Fund 099 - Economic Development Corporation</b>											
<b>EXPENSE</b>											
<b>Department 999 - Economic Development Corporation</b>											
4118	Banking Expense	5,000.00	.00	5,000.00	.00	145.82	2,500.00	2,500.00	2,354.18	53	2,500.00
4125	Equipment	1,500.00	.00	1,500.00	.00	.00	.00	.00	1,500.00	0	728.47
4207	Machinery Maintenance	1,000.00	.00	1,000.00	.00	.00	.00	.00	1,000.00	0	.00
4220	Vehicle Allowances	3,600.00	.00	3,600.00	300.00	.00	1,800.00	1,800.00	1,800.00	50	3,600.00
4222	Special Services	6,029.00	.00	6,029.00	150.00	1,335.00	4,232.27	4,232.27	461.73	92	7,855.76
4223	Periodicals	500.00	.00	500.00	.00	.00	.00	.00	500.00	0	.00
4224	Advertising	3,000.00	.00	3,000.00	.00	.00	132.80	132.80	2,867.20	4	67.84
4230	Electricity Expense	8,000.00	.00	8,000.00	449.99	1,868.23	2,376.17	2,376.17	3,755.60	53	5,393.81
4231	Communications Expense	1,000.00	.00	1,000.00	64.96	.00	431.47	431.47	568.53	43	262.02
4232	Dues	34,000.00	.00	34,000.00	300.00	.00	25,717.00	25,717.00	8,283.00	76	28,787.00
4243	Legal Expense	10,000.00	.00	10,000.00	.00	.00	937.50	937.50	9,062.50	9	41,277.42
4247	Water Utility Expense	5,000.00	.00	5,000.00	91.86	130.00	1,764.54	1,764.54	3,105.46	38	5,066.74
4249	Audit Expense	6,000.00	.00	6,000.00	.00	.00	5,610.00	5,610.00	390.00	94	5,610.00
4251	Consultant Expense	5,000.00	.00	5,000.00	975.00	.00	975.00	975.00	4,025.00	20	15,400.00
4252	Conference & Training	10,000.00	.00	10,000.00	985.54	367.34	4,448.66	4,448.66	5,184.00	48	7,822.78
4270	EDC - City of Orange Staff Reimbursement	76,000.00	.00	76,000.00	.00	.00	76,000.00	76,000.00	.00	100	76,000.00
4280	EDC Economic Development Projects	700,000.00	.00	700,000.00	.00	.00	.00	.00	700,000.00	0	.00
4331	EDC Capital Projects City of Orange	.00	.00	.00	.00	.00	.00	.00	.00	+++	102,695.36
Department 999 - Economic Development Corporation		\$1,002,740.00	\$0.00	\$1,002,740.00	\$14,091.43	\$3,846.39	\$191,954.27	\$191,954.27	\$806,939.34	20%	\$434,745.59
EXPENSE TOTALS		\$1,536,796.00	\$0.00	\$1,536,796.00	\$14,641.43	\$3,846.39	\$311,532.39	\$311,532.39	\$1,221,417.22	21%	\$966,751.84
<b>Fund 099 - Economic Development Corporation Totals</b>											
REVENUE TOTALS		1,089,750.00	.00	1,089,750.00	106,653.70	.00	538,659.88	538,659.88	551,090.12	49	1,332,800.63
EXPENSE TOTALS		1,536,796.00	.00	1,536,796.00	14,641.43	3,846.39	311,532.39	311,532.39	1,221,417.22	21	966,751.84
Fund 099 - Economic Development Corporation Totals		(\$447,046.00)	\$0.00	(\$447,046.00)	\$92,012.27	(\$3,846.39)	\$227,127.49	\$227,127.49	(\$670,327.10)		\$366,048.79
<b>Grand Totals</b>											
REVENUE TOTALS		1,089,750.00	.00	1,089,750.00	106,653.70	.00	538,659.88	538,659.88	551,090.12	49	1,332,800.63
EXPENSE TOTALS		1,536,796.00	.00	1,536,796.00	14,641.43	3,846.39	311,532.39	311,532.39	1,221,417.22	21	966,751.84
Grand Totals		(\$447,046.00)	\$0.00	(\$447,046.00)	\$92,012.27	(\$3,846.39)	\$227,127.49	\$227,127.49	(\$670,327.10)		\$366,048.79

# Payment Register

From Payment Date: 1/1/2015 - To Payment Date: 3/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EDC Operating - EDC Operating Account									
Check									
2895	01/06/2015	Reconciled		01/31/2015	Accounts Payable	John Cash Smith	\$112.50	\$112.50	\$0.00
2896	01/06/2015	Reconciled		01/31/2015	Accounts Payable	VERIZON WIRELESS	\$64.86	\$64.86	\$0.00
2897	01/15/2015	Reconciled		01/31/2015	Accounts Payable	CHARLES E REED & ASSOCIATES, PC	\$5,610.00	\$5,610.00	\$0.00
2898	01/27/2015	Reconciled		01/31/2015	Accounts Payable	CITY OF ORANGE	\$1,505.42	\$1,505.42	\$0.00
2899	01/27/2015	Reconciled		02/28/2015	Accounts Payable	ENERGY	\$550.90	\$550.90	\$0.00
2900	01/27/2015	Reconciled		02/28/2015	Accounts Payable	JAY TRAHAN	\$20.00	\$20.00	\$0.00
2901	01/29/2015	Reconciled		02/28/2015	Accounts Payable	CITY OF ORANGE EMPLOYEE BENEFIT TRUST	\$1,566.27	\$1,566.27	\$0.00
2902	01/29/2015	Reconciled		02/28/2015	Accounts Payable	JP MORGAN CHASE BANK WSS GLOBAL FEE BILLING	\$2,500.00	\$2,500.00	\$0.00
2903	01/29/2015	Reconciled		02/28/2015	Accounts Payable	TEXAS MUNICIPAL RETIREMNT SYST	\$1,922.10	\$1,922.10	\$0.00
2904	02/03/2015	Reconciled		02/28/2015	Accounts Payable	VERIZON WIRELESS	\$64.96	\$64.96	\$0.00
2905	02/05/2015	Reconciled		02/28/2015	Accounts Payable	JAY TRAHAN	\$451.60	\$451.60	\$0.00
2906	02/12/2015	Reconciled		03/31/2015	Accounts Payable	Texas Economic Development Council	\$500.00	\$500.00	\$0.00
2907	02/17/2015	Reconciled		02/28/2015	Accounts Payable	ORANGE LEADER INC	\$48.80	\$48.80	\$0.00
2908	02/19/2015	Reconciled		02/28/2015	Accounts Payable	CITY OF ORANGE	\$167.26	\$167.26	\$0.00
2909	02/26/2015	Reconciled		03/31/2015	Accounts Payable	CITY OF ORANGE EMPLOYEE BENEFIT TRUST	\$1,566.27	\$1,566.27	\$0.00
2910	02/26/2015	Reconciled		03/31/2015	Accounts Payable	TEXAS MUNICIPAL RETIREMNT SYST	\$2,004.91	\$2,004.91	\$0.00
2911	03/03/2015	Reconciled		03/31/2015	Accounts Payable	CITY OF ORANGE	\$76,000.00	\$76,000.00	\$0.00
2912	03/03/2015	Reconciled		03/31/2015	Accounts Payable	ENERGY	\$449.99	\$449.99	\$0.00
2913	03/03/2015	Reconciled		03/31/2015	Accounts Payable	VERIZON WIRELESS	\$64.96	\$64.96	\$0.00
2914	03/10/2015	Reconciled		03/31/2015	Accounts Payable	KIWANIS CLUB OF ORANGE	\$300.00	\$300.00	\$0.00
2915	03/19/2015	Reconciled		03/31/2015	Accounts Payable	C. JOHNNIE ON THE SPOT INC	\$150.00	\$150.00	\$0.00
2916	03/19/2015	Reconciled		03/31/2015	Accounts Payable	CITY OF ORANGE	\$91.86	\$91.86	\$0.00
2917	03/19/2015	Reconciled		03/31/2015	Accounts Payable	JAY TRAHAN	\$131.00	\$131.00	\$0.00
2918	03/24/2015	Open			Accounts Payable	ENERGY	\$449.99		
2919	03/24/2015	Open			Accounts Payable	ORANGE LEADER INC	\$52.88		
2920	03/26/2015	Open			Accounts Payable	CITY OF ORANGE EMPLOYEE BENEFIT TRUST	\$1,566.27		
2921	03/26/2015	Open			Accounts Payable	TEXAS MUNICIPAL RETIREMNT SYST	\$2,004.91		
2922	03/31/2015	Open			Accounts Payable	SPAWGLASS CONSTRUCTION CORP	\$975.00		
2923	03/31/2015	Open			Accounts Payable	VERIZON WIRELESS	\$64.96		

# Payment Register

From Payment Date: 1/1/2015 - To Payment Date: 3/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:									
EDC Operating - EDC Operating Account Totals									
					29 Transactions		\$100,957.67	\$95,843.66	\$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	6	\$5,114.01	\$0.00
	Reconciled	23	\$95,843.66	\$95,843.66
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>29</b>	<b>\$100,957.67</b>	<b>\$95,843.66</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	6	\$5,114.01	\$0.00
	Reconciled	23	\$95,843.66	\$95,843.66
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>29</b>	<b>\$100,957.67</b>	<b>\$95,843.66</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	6	\$5,114.01	\$0.00
	Reconciled	23	\$95,843.66	\$95,843.66
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>29</b>	<b>\$100,957.67</b>	<b>\$95,843.66</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	6	\$5,114.01	\$0.00
	Reconciled	23	\$95,843.66	\$95,843.66
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>29</b>	<b>\$100,957.67</b>	<b>\$95,843.66</b>

## MOTION

Motion acknowledging receipt of the Orange Economic Development Corporation Financial Report for the period ending March 31, 2015.

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Jimmy Sims, Mayor

**ATTEST:**

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Rhonda Haskins, City Secretary

April 28, 2015