

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

**June 23, 2015
5:30 P.M.**

- | | | |
|---|---|----------------------|
| 1. CALL TO ORDER | | Mayor |
| 2. INVOCATION and PLEDGE OF ALLEGIANCE | | Council Member Mello |
| 3. MOTION | | |
| a) Motion finding that the advance posting and notice requirements of Article 8.1200 of the Code of Ordinances of the City of Orange, Texas have been met in relation to all minutes and pending ordinances and resolutions on this agenda and that the reading of such items be confined to the captions as are agreed upon by the ordinances and resolutions. | 1 | Mayor/Council |
| 4. APPROVAL OF MINUTES | | |
| a) June 9, 2015 City Council Meeting | 3 | Mayor/Council |
| 5. CITIZEN COMMENTS | | |
| <i>At this time comments will be taken from the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum three minutes for each speaker. Your comments are appreciated. As the Texas Open Meetings Act does not allow the Council to respond to items not listed on the agenda, your comments will be duly noted by the Council and forwarded to the appropriate department for prompt consideration.</i> | | |
| 6. PROCLAMATION | | |
| a) West Orange-Stark Mustang Varsity Baseball Team Day | 8 | Mayor/Council |
| 7. RESOLUTIONS | | |
| a) Consider a resolution authorizing the City Manager to execute a Memorandum of Understanding with Lamar State College Orange (LSCO) for disaster related use of LSCO facilities as an area of debarkation for evacuation purposes in the City of Orange. | 9 | Staff: Brown |

- b) Consider a resolution authorizing the City Manager to renew an agreement with AshBritt Environmental for disaster response/recovery services in the City of Orange. 13 Staff: Brown
 - c) Consider a resolution authorizing the City Manager to renew an agreement with Old Orange Café for disaster related catering services for city employees and approved support personnel. 26 Staff: Brown
 - d) Consider a resolution authorizing the City Manager to execute a Memorandum of Understanding with Little Cypress Mauriceville Consolidated Independent School District for disaster related use of buses for evacuation purposes in the City of Orange. 28 Staff: Brown
 - e) Consider a resolution authorizing the City Manager to execute the Utility Extension Agreement with the Texas Department of Transportation for the waterline installation along State Highway 62. 31 Staff: Wolf
- 8. DISCUSSION/ACTION**
- a) Consider a motion approving the Orange Economic Development Corporation's motion of intent to expend funds not to exceed \$5,000.00 per each residential property constructed and sold at Cypresswood Village Residential Development by ITEX Homes, LLC up to 10 residential properties each year over a three (3) year period. 45 Staff: Trahan
- 9. REPORTS**
- a) City Manager Report
 - b) City Council Report
- 10. ADJOURN TO CLOSED EXECUTIVE SESSION**
- a) Deliberation regarding Economic Development Negotiations:
 - (1) Deliberation regarding real estate development project proposal as authorized by Section 551.087 of the Texas Government Code involving the 15th Street and IH-10 Project. Mayor/Council
 - b) Deliberation regarding Real Property:
 - (1) Deliberation regarding the purchase, exchange, lease or value of real property as authorized by subsection 551.072 involving the City Hall Campus. Mayor/Council
- 11. RECONVENE IN OPEN SESSION**
- a) Take action as necessary regarding item 10 a (1) and 10 b (1) above. Mayor/Council
- 12. ADJOURNMENT**

STATE OF TEXAS }
COUNTY OF ORANGE }

June 9, 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, June 9, 2015.

COUNCIL MEMBERS PRESENT:

Jimmy Sims	Mayor
Mary McKenna	Mayor Pro Tem
Patrick A. Pullen	Council Member
Dr. Wayne Guidry	Council Member
Essie Bellfield	Council Member
Bill Mello	Council Member
Larry Spears Jr.	Council Member

COUNCIL MEMBERS ABSENT: None

STAFF MEMBERS PRESENT:

Dr. Shawn Oubre	City Manager
Jay Trahan	Assistant City Manager, Director of Economic Development
Rhonda Haskins	City Secretary
Patricia Anderson	Deputy City Secretary
Wade Robinson	Police Major
David Frenzel	Fire Chief
Gail English	Director of Finance
Jim Wolf	Director of Public Works
Kelvin Knauf	Director of Planning and C o m m u n i t y Development
Brenna Manasco	Library Director
Mike Zeto	CIS Manager
Kelly Griffin	Police Evidence & ID Tech
John Cash Smith	City Attorney

STAFF MEMBERS ABSENT: Lane Martin Chief of Police

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

Mayor Pro Tem McKenna led the Invocation and the Pledge of Allegiance.

MOTION FINDING THAT THE ADVANCE POSTING AND NOTICE REQUIREMENTS OF ARTICLE 8.1200 OF THE CODE OF ORDINANCES OF THE CITY OF ORANGE, TEXAS HAVE BEEN MET IN RELATION TO ALL MINUTES AND PENDING ORDINANCES AND

RESOLUTIONS ON THIS AGENDA AND THAT THE READING OF SUCH ITEMS BE CONFINED TO THE CAPTION OF THE ORDINANCES AND RESOLUTIONS.

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

APPROVAL OF MINUTES

Council Member Guidry moved to approve the minutes of the May 19, 2015 Special Call Meeting of the City Council. Second to the motion was made by Council Member Bellfield which carried unanimously.

Council Member Spears moved to approve the minutes of the May 26, 2015 Joint Meeting of the City Council and the Orange Economic Development Corporation. Second to the motion was made by Council Member Pullen which carried unanimously.

CITIZEN COMMENTS

Mr. Trahan thanked City staff for their hard work on the DSRA Boat Races. He also thanked Cecil Atkission Toyota and other entities who helped sponsor the event. He advised the Kree Harrison concert was cancelled due to bad weather, but will be re-scheduled. He invited citizens to attend the July 4th Fireworks event at the City of Orange Pavilion from 6:00 P.M. until 10:00 P.M.

Elvin Winters, Ridgemont Addition, is concerned about dogs being kept in a vacant house next to his. He would like to know what it is going to take to get something done.

PROCLAMATIONS

A proclamation observing Men’s Health Month was accepted by Christina Morris, Julie Rogers “Gift of Life” Program.

Recognition of the following individuals who offered assistance during a recent boating accident:

- Russell Bottley
- Jonathon Simon
- Jesse Burrell, Jr.
- Kevin Vaughan
- Stephen Vaughan
- Cade Reeves
- John Trahan
- Steve Henson
- Wesley Dishon
- Drake Dishon

Jonathon Simon advised accidents happen and hopes it will never happen again. Weekly tournaments are held every Tuesday and hopes to be able to continue having them.

Russell Bottley advised the tournaments are safe and the comradery is great. He thanked Council for the proclamation.

PRESENTATION

PRESENTATION BY FINANCIAL ADVISOR AND BOND COUNSEL ON PROPOSED TAX & REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015.

Jim Gilley, U.S. Capital Advisors LLC, gave a presentation on the proposed Tax & Revenue Certificates of Obligation, Series 2015.

RESOLUTION

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE WITH TAX-EXEMPT OBLIGATION PROCEEDS FOR COSTS ASSOCIATED WITH CONTRACTUAL OBLIGATIONS AND IMPROVEMENTS TO CITY WATER AND WASTEWATER SYSTEMS.

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 2015-43.

ORDINANCE

ORDINANCE AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF ORANGE, TEXAS TAX & REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015 (THE "CERTIFICATES") IN A MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$4,970,000; AUTHORIZING THE MAYOR, CITY MANAGER, CITY SECRETARY, CITY STAFF, CITY FINANCIAL ADVISORS, LEGAL COUNSEL AND BOND COUNSEL TO TAKE ALL ACTIONS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE AND SALE OF SUCH CERTIFICATES; AND PROVIDING AN EFFECTIVE DATE.

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

A copy of this ordinance is being made a part of these minutes as Ordinance Number 2015-9.

DISCUSSION/ACTION

CONSIDERATION AND POSSIBLE ACTION TO ENGAGE GERMER PLLC AS BOND COUNSEL.

Council Member Bellfield moved to engage Germer PLLC as bond counsel. Second to the motion was made by Council Member Spears which carried unanimously.

RESOLUTIONS

RESOLUTION AUTHORIZING CHANGE ORDER NO. 5 WITH ALLCO, LLC, FOR COOPER'S GULLY PUMP STATION INCREASING THE CONTRACT END DATE BY 42 DAYS. HURRICANE IKE DISASTER RECOVERY PROGRAM DRS 210131 AND GLO NO. 12-206-00-5506.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-44.

DISCUSSION/ACTION

MOTION APPROVING THE ORANGE ECONOMIC DEVELOPMENT CORPORATION'S MOTION OF INTENT TO EXPEND FUNDS FOR THE EXTENSION OF WATER AND SEWER LINES (1,725 LINEAR FEET), AND A LIFT STATION AT W. ALLIE PAYNE ROAD, ORANGE, TEXAS IN AN AMOUNT NOT TO EXCEED \$658,000.00 FOR THE PURPOSE OF ECONOMIC DEVELOPMENT.

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

MOTION APPOINTING JAMES "JIM" BEAN TO THE BOARD OF ADJUSTMENTS FOR A TERM ENDING DECEMBER 31, 2016.

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

MOTION APPOINTING MICHAEL SMITH TO THE PLANNING AND ZONING COMMISSION FOR A TERM ENDING SEPTEMBER 12, 2016.

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

CITY MANAGER REPORT

No report was given.

CITY COUNCIL REPORT

Council Member Spears thanked citizens who attended the meeting. He thanked Lieutenant Eric Ellison for his support shown to Kazzie Portie. He thanked Officer Hilton, Orange Police Department, for his kindness shown to the children while at a store.

He thanked Neighbors Emergency Center for the care he received at the facility. He wished the West Orange Stark baseball team good luck in the state tournament.

Council Member Mello introduced Landon Kay. He encouraged men to participate in the cancer screening on June 20, 2015.

Mayor Pro Tem McKenna wished the West Orange Stark baseball team good luck, encouraged citizens to attend the July 4th events and appreciates Simon Outfitters help and sponsoring its weekly fishing tournament. She is proud of the Orange Police Department.

Council Member Bellfield is concerned that the Natatorium will not open for the summer and that the City has nothing for young children to do. She would like for Council Members to be able to tour the City. She thanked the Orange Police and Fire Departments.

Council Member Guidry thanked everyone who was involved with the DSRA Boat Races. He advised we have a great City. He encouraged men to have their prostate screening done and would like to get the word out as a City. He commended the thirty-six students from his church who went on a mission trip to Arlington the beginning of the summer.

Council Member Pullen thanked everyone who attended the meeting, Mr. Trahan for his professionalism during the DSRA Boat Races, the Julie Rogers "Gift of Life" Program and Lieutenant Ellison for his professionalism.

Mayor Sims congratulated the West Orange Stark baseball team and wished them good luck and safe travel.

ADJOURNMENT

There being no further business before the Council, Council Member Bellfield moved to adjourn the meeting which carried unanimously.

The meeting adjourned at 10:01 A.M.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

P roclamation

OFFICE OF THE MAYOR

City of Orange

- WHEREAS The **West Orange-Cove Independent School District** has an exceptional background in the education of the future young men and women of our community; and
- WHEREAS The district continually provides high quality programming in all areas of education including academics, athletics, vocational training and instructions in the fine arts; and
- WHEREAS The great success of the **West Orange-Stark Mustang Varsity Baseball Team** is an outstanding example of the importance of the qualities of discipline and teamwork; and
- WHEREAS **Coach Shea Landry** and the **Mustang Varsity Baseball Staff** stormed to the Class 4A State Finals in baseball; and
- WHEREAS The citizens of Orange respect and appreciate the dedication and commitment of the athletes, coaches, parents and teachers of the **West Orange-Stark Mustang Varsity Baseball Team**; and
- WHEREAS This proclamation shall serve as a notice for today and a reminder for tomorrow that the citizens of Orange, Texas in 2015 have recognized a very special group of athletes and coaches for their **OUTSTANDING** achievements this year;

NOW THEREFORE I, Jimmy Sims, Mayor of the City of Orange, Texas, do hereby proclaim that June 23, 2015 shall be recognized as a special tribute as

WEST ORANGE-STARK MUSTANG VARSITY BASEBALL TEAM DAY

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

IN WITNESS WHEREOF I have hereunto set my hand and have caused the seal of the City of Orange, Texas to be hereto affixed this the 23rd day of June, 2015 .

Jimmy Sims, Mayor



Office of the President

Ph: 409/882-3314

Fax: 409/882-3098

7 May 2015

Lee Anne Brown, Deputy Fire Chief/EMC
City of Orange
501 N. 7th St.
Orange, TX 77630

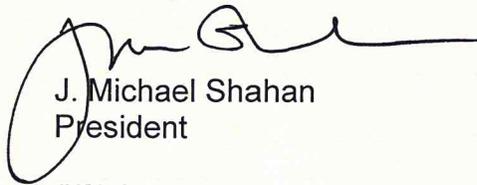
Dear Chief Brown:

Please accept this letter as confirmation that Lamar State College-Orange agrees to a renewal of the existing Memorandum of Understanding between the college and the City of Orange regarding the use of college facilities in the event of a hurricane emergency.

Please let me know if you need any additional information.

As always, thanks for your assistance and cooperation.

Sincerely,



J. Michael Shahan
President

JMS/prf

LAMAR STATE COLLEGE - ORANGE

410 Front Street ♦ Orange, Texas ♦ Phone: 409/883-7750 ♦ Fax: 409/882-3374

**MEMORANDUM OF UNDERSTANDING REGARDING THE EVACUATION AND
EMERGENCY OPERATIONS OF THE CITY OF ORANGE**

WHEREAS, the geographical location of the City of Orange is proximal to the Gulf of Mexico and;

WHEREAS, the City of Orange, because of its geographical location, is exposed to a greater probability of a hurricane strike than otherwise and;

WHEREAS, both the City of Orange and Lamar State College, Orange (LSCO) are located within Orange County and;

WHEREAS, a natural disaster in Orange County may necessitate the need for the City of Orange to utilize LSCO facilities for collection, staging, and loading of citizens and their companion animals for transportation to a designated sheltering community in Northeast Texas and;

WHEREAS, City of Orange does not possess an adequately sized climate controlled facility for a debarkation point to transport citizens to a designated shelter and;

WHEREAS, LSCO has adequate facilities and equipment which can be used to support the emergency operations and relocation of citizens and;

WHEREAS, both of these governmental entities are supported by their citizens' tax dollars and;

WHEREAS, both of these governmental entities are tasked with making the most economical use of the citizens' tax dollars;

THEREFORE, premises considered and pursuant to the legislative grant of authority for these governmental entities to enter into such agreements in § 791.011 of the Texas Government Code, effective this 8 day of June, 2015, the parties listed supra agree that:

1. LSCO shall, in the event of a natural or manmade disaster, on request from the City of Orange or its designee, immediately provide, if reasonably available, any available facilities for use by the City of Orange Emergency Management Personnel to collect, stage, process, and load citizens with their companion animals for transport to designated shelters as needed, and allow LSCO facilities, if reasonably available, to be utilized to support emergency operations in the City of Orange. LSCO facilities that may be utilized include: the Student Center, Allied Health Building, Ron E. Lewis Library, the Academic Center or any other facility deemed necessary. The extent of building usage will be limited to City of Orange employees and other governmental employees performing essential duties to aid in the evacuation effort. The extent of property usage will be limited to evacuating citizens with special needs. The usage of LSCO facilities and property will occur if City of Orange facilities and property are unavailable or overwhelmed as a result of the pending disaster.

2. The City of Orange shall pay LSCO for any damages to the facilities caused by, or related to, the use of the facilities by the City of Orange. The City of Orange shall reimburse LSCO for any and all wages paid by LSCO for assisting with the evacuation of citizens with special needs and their companion animals. The City of Orange considers the LSCO employees as volunteers or temporary workers employed by the City of Orange. The City of Orange and LSCO shall seek federal and state reimbursement of those wages paid, but lack of federal reimbursement does not waive the City of Orange's obligation for reimbursing LSCO. City of Orange shall clean the interior of the facility to a state acceptable by LSCO for daily operation of the facility. The City of Orange shall furnish general liability and property damage insurance coverage for the LSCO property per this agreement.

Accepted this 6 of June, 2015.



Dr. Michael Shahan, President
LSCO

Shawn Oubre, City Manager
City of Orange

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH LAMAR STATE COLLEGE ORANGE (LSCO) FOR DISASTER RELATED USE OF LSCO FACILITIES AS AN AREA OF DEBARKATION FOR EVACUATION PURPOSES IN THE CITY OF ORANGE.

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

That the City Manager is hereby authorized to execute a Memorandum of Understanding with Lamar State College Orange for disaster related use of its facilities for evacuation purposes in the City of Orange.

PASSED, APPROVED and ADOPTED on this 23rd day of June, 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney



AGAC - Buy

RE: AMENDMENT OF CURRENT CONTRACT

This Amendment to Contract (this "Amendment") is entered and between AshBritt, Inc. ("Party 1") and the City of Orange collectively referred to as the "Parties")

2014 - 3
11/30/14

WHEREAS, Parties entered into that certain agreement 2009 referenced as Disaster Debris Clearance & Rem "Contract"); and

Need Ext & Res.

WHEREAS, the Parties wish to amend the Contract.

NOW, THEREFORE, the Parties hereby agree as follows:

AMENDMENT: The Contract is amended as follows:

The Contract term is to be extended by an additional 2 year(s). Thus the contract does not terminate until August 11th, 2017.

OTHER TERMS OF CONTRACT: The Parties agree that all other terms, conditions and obligations of the Contract remain in effect throughout the term of the Contract except for those provisions of the Contract that are directly contradicted by this Amendment, in which event the terms of this Amendment shall control.

BINDING EFFECT: The covenants and conditions contained in this Amendment shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

R.W. Ray
Authorized Signor for AshBritt, Inc.

Authorized Signor for City/County

Robert W. Ray
Printed Name

Printed Name

2/13/2015
Date

Date

565 E. Hillsboro Blvd., Deerfield Beach, FL 33441
954.725.6992 office 954.725.6991 fax



**CITY OF ORANGE OFFICE OF EMERGENCY
MANAGEMENT**

**P.O. BOX 520
ORANGE, TEXAS 77631-0520
409-988-7359**

April 24, 2013

AshBritt Environmental
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Re: Contract renewal

This letter affirms that the City of Orange will renew the HGAC contract CE08-027 dated 9/23/2011 to AshBritt Environmental for disaster services. The Orange City Council resolution, HGAC contract, and your request for the contract extension are attached.

If you have any questions or require further information, please feel free to contact me.

Sincerely,

Shawn Oubre, City Manager
City of Orange, Texas

PROGRAM VENDORS
H-GAC DEBRIS HAULER
PROCUREMENT PROGRAM

Disaster Debris Hauler Corporate Overview

AshBritt, Inc.

AshBritt, Inc. is a nationally recognized rapid-response disaster recovery and special environmental services contractor. Since 1992, we have managed and executed over eighty disaster projects and twenty-eight special environmental projects, successfully serving more than seventy-five clients. We have been directly involved in the debris recovery missions of thirty federally declared major storms in twelve states. These missions have included ice storms, tornadoes, floods, wildfires, tropical storms and major hurricanes.

All of our missions have been conducted in a safe, timely, and cost-effective manner. AshBritt's extensive past experience has created a wealth of knowledge and skill for our principals, managers, and field personnel. Our senior management and technical consultants have more than 150 years of combined disaster debris management experience, and are intimately acquainted with all facets of disaster recovery, including debris collection, management, reduction, recycling, mitigation and disposal. Our key technical experts are former officials in the U.S. Army Corps of Engineers, the Department of Housing and Urban Development, the Environmental Protection Agency, and Federal Emergency

Contact:

Mr. Adrian Parker
Regional Manager
401 Lookout Lane
Dickinson, Texas 77539
Office: 281-534-9296
Cell: 954-553-0443
aparker@ashbritt.com

Mr. Rob Ray
Vice President of Marketing
480 South Andres Avenue, Suite 103
Pompano Beach, Florida 33069
Office: 954-545-3535
Cell: 954-868-9502
rray@ashbritt.com

Ceres Environmental Services, Inc.

Ceres Environmental Services, Inc. provides full services for disaster recovery to governments and government agencies. We provide debris removal and reduction, assistance with FEMA reimbursement, demolition, hazardous tree trimming and removal, asbestos-containing material removal, waterway debris removal, and other specialty services.

Founded in 1977, Ceres provides our expertise for recovery from hurricanes, tornados, ice storms, wind storms, and floods. We have offices in Florida, Texas, Minnesota and Puerto Rico. Ceres maintains a full-time professional staff, and over 450 pieces of company-owned equipment to guarantee a fast response time while maintaining our high quality of service.

Contact:

Ms. Gail Hanscom
Project Manager
9946 Windfern Road
Houston, Texas 77064
Office: 1-800-218-4424
Cell: 601-291-5939
gail.hanscom@ceresenvironmental.com

Mr. David Preus
Project Manager
3825 85th Avenue
N. Brooklyn Park, Minnesota 55443
Office: 1-800-218-4424
Cell: 786-368-3399
david.preus@ceresenvironmental.com

CrowderGulf

CrowderGulf is a nationally recognized and respected Debris Management Company with an experienced Management Team that has successfully participated in the recovery of all major natural disasters in the Southeast since 1969, as well as completing successful ice storm recovery operations in the Midwest.

In addition to large scale debris removal, reduction and disposal operations, CrowderGulf offers services including, but not limited to, marine debris removal and canal cleaning, wetlands and shoreline restoration, marine construction and salvage, beach sand screening and restoration, hazardous waste handling, and demolition.

With our vast resources and experience, CrowderGulf has a proven plan of operation to provide reliable and efficient disaster recovery services from a single event to the simultaneous management of multiple projects.

Contact:

Mr. Buddy Young
Assistant Director
5435 Business Parkway
Theodore, Alabama 36582
Office: 1-800-992-6207
Cell: 940-597-4252
Rlyoung60@verizon.net

Ms. Margaret Wright
Program Manager
5435 Business Parkway
Theodore, Alabama 36582
Office: 1-800-992-6207
Cell: 251-604-6346
mwright@crowdergulf.com

D&J Enterprises, Inc.

D & J Enterprises, Inc. is a licensed and bonded general contractor whose owners and employees have over 30 years experience in natural disaster clean up services. D & J Enterprises, Inc. has the know how and experience to provide a quick response with appropriate equipment and manpower for any natural disaster task.

Contact:

Mr. Jason Sanders
Contract Officer
3495 Lee Road 10
Auburn, Alabama 36832
Office: 334-821-1249
Cell: 334-319-0075
djstorm4@earthlink.net

Mr. Chip Starr
Assistant Vice President
3495 Lee Road 10
Auburn, Alabama 36832
Office: 334-821-1249
Cell: 334-740-4251
djstorm4@earthlink.net

DRC Emergency Services, Inc.

Primary mission of DRC Emergency Services, LLC is professional, honest, and immediate response to natural and man-made disasters throughout the world. The DRC Family of Companies has extensive experience and capacity in emergency response: Disaster Management and Relief Services, Debris Management, Vehicle and Vessel Removal and Processing, Technical Assistance and Project Management, Temporary Housing, Workforce Housing/Life Support, Construction, Construction Management, Demolition, Landfill Management, Marine Debris Recovery and Disposal, Civil, Heavy, and Vertical Construction and FEMA Reimbursement.

Contact:

Mr. Tom Combs
Program Manager
2903A Jackson Street
Houston, Texas 77004
Office: 202-905-7068
Cell: 202-905-7068
tom@tomcombs.net

Ms. April Callaway
Contracts Manager
740 Museum Drive
Mobile, Alabama 36608
Office: 1-888-721-4372
Cell: 251-423-1158
acallaway@drcusa.com

Omni-Pinnacle, LLC

Since 1989, Omni Pinnacle, LLC (Omni) has responded to natural and man-made disasters across the United States, as well as in Puerto Rico and the Virgin Islands. Our Corporate Principles and Emergency Management Team (EMT) have more than 150 years of skill in Emergency Management and Debris Management. Omni provides a wide variety of disaster services to our clients with remarkable insight and confidence regardless of the recovery project; by doing so we have established a reputation for safety, quality and reliability. We pride ourselves on our strict adherence to safety and quality throughout the recovery process. Our work ethic and dedication have elevated Omni to the top of the disaster recovery industry.

Contact:

Mr. Charles Goodwin
Program Manager
90 Glen Court
Slidell, Louisiana 70452
Office: 985-863-2991
Cell: 985-201-0829
charles@omnipinnacle.com

Mr. Brian Reine
Manager
90 Glen Court
Slidell, Louisiana 70452
Office: 1-866-780-5182
Cell: 985-960-3929
brian@omnipinnacle.com

Phillips & Jordan, Inc.

Phillips & Jordan, Inc. is a Knoxville, TN based general and specialty contractor with regional offices throughout the Southeast and California. Established in 1952, Phillips & Jordan has decades of construction expertise that include: site development, heavy civil and design build, land clearing, reclamation and mitigation, solid waste landfills, right-of-way maintenance, construction management, and disaster management. Phillips & Jordan has over 850 full-time employees, owns 1,700 pieces of heavy equipment, has an inventory of specialized subcontractors unmatched in the industry, and the financial capacity to see any project to completion.

Contact:

Mr. M. Wayne Floyd
Business Development Executive
8245 Chapel Hill Road
Cary, North Carolina 27513
Office: 919-388-4222
Cell: 919-800-9345
mwfloyd@pandj.com

Mr. Cecil Patterson
Vice President
6621 Wilbanks Road
Knoxville, TN 37912
Office: 251-633-3540
Cell: 865-414-4400
cpatterson@pandj.com

Storm Reconstruction Services, Inc.

Storm Reconstruction Services, Inc. was incorporated in 1993 as a full service debris management company, specializing in natural disaster such as hurricanes, tornadoes, wind storms, floods and ice storms. Our strengths are our experienced management team, our communication with the contracting agencies, our extensive inventory of self-owned equipment, our FEMA funding and assistance programs personnel, and our 24-7 service attitude. SRS can meet all bonding, licensing and insurance requirements for any scope of work.

Contact:

Ms. Carol Patton
Executive Assistant
1442 West I-65 Service Road
Mobile, Alabama 36693
Office: 1-866-556-0049
Cell: 205-242-1501
carolpcrump@aol.com

TFR Enterprises, Inc.

T.F.R. Enterprises, Inc. (TFR) is a TEXAS-based specialty contractor actively participating in disaster recovery contract nationwide since 1992. We have a history of safe, rapid and complete service in the industry with Federal, State and Local governments, providing expedient, cost-effective disaster debris management, removal, reduction, recycling and disposal services. TFR has provided debris removal and clean-up services to over 100 Federal, State and Local governments, as well as several private industries funded by the Federal Emergency Management Agency (FEMA).

Contact:

Mr. Bob Droke
Chief Operating Officer
601 Leander Drive
Leander, Texas 78641
Office: 1-866-669-6658
Cell: 256-366-3677
bobdroke@aol.com

Ms. Erica Villareal
Executive Assistant
601 Leander Drive
Leander, Texas 78641
Office: 1-866-669-6658
Cell: 512-627-2148
ericav@tfrinc.com



LOGIN

GENERAL PURPOSE
& EMERGENCY
VEHICLES

INFRASTRUCTURE
EQUIPMENT &
SERVICES

COMMUNICATIONS
EQUIPMENT &
SERVICES

GROUNDS
FACILITIES &
PARKS EQUIPMENT

PUBLIC
WORKS
EQUIPMENT

EMERGENCY
EQUIPMENT &
SUPPLIES

CONSULTING
LEASING & STAFFING
SERVICES

EMERGENCY
PREPAREDNESS &
DISASTER RECOVERY

COOPERATIVE
ENERGY
PURCHASING

You are here: Home > Storm Debris Removal & Clearance Contracts

GREEN PROCUREMENT

STORM DEBRIS REMOVAL & CLEARANCE CONTRACTS

****Special Note****

Recognizing the need for communities to perform efficient and timely cleanup of debris generated by natural disasters, H-GAC has developed the Disaster Debris Clearance and Removal Services Program. We are happy to share our storm debris management experience, expertise, and vendor contacts for this emergency event. Please contact Cheryl Mergo at 713.993.4520 or cmergo@h-gac.com.

To access the [H-GAC Debris Hauler Procurement Program](#) information sheet, click on the highlighted link.

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**CITY OF ORANGE OFFICE OF EMERGENCY
MANAGEMENT**

**P.O. BOX 520
ORANGE, TEXAS 77631-0520
409-988-7359**

Tuesday, January 14, 2014

TO: Shawn Oubre

FROM: Jerald L. Ziller 

SUBJECT: AshBritt Environmental Contract Extension

The document attached is the contract extension for AshBritt Environmental. This is the contractor that will complete all phases of our debris mission if needed. They can also supply logistic items such as portable toilets, generators, and trash pumps. Please consider signing the document and returning it to me for further processing.

EMERGENCY MANAGEMENT DIRECTOR:
EMERGENCY MANAGEMENT COORDINATOR:

MAYOR JIMMY SIMS
CHIEF JERALD L. ZILLER

AshBritt Environmental

RE: EXTENSION OF CURRENT CONTRACT

THIS EXTENSION OF CONTRACT ("Extension") is made this _____ day of _____, 20 14, for the purpose of extending the contract known as Disaster Debris Clearance and Removal Services dated 8/11/09, (Original Contract") between AshBritt, Inc. and the City of Orange, TX ("the Parties").

1. The Original Contract is described below and will end on August 11th, 20 14.
 - a. Disaster Debris Clearance & Removal Services for Proposals numbered HGAC-DR01-08. This contract can be renewed for up to 3 additional one year extensions after its original term. This extension will serve as the 3rd of those 3 extensions
2. The Parties agree to extend the Original Contract for an additional 1 year(s) which will begin immediately upon the expiration of the original time period and will end on August 11, _____, 20 15.
3. This Extension binds and benefits both Parties and any successors or assigns. This document, in addition to the Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.



Authorized Signor for AshBritt, Inc.

John Noble

Printed Name

Date

Authorized Signor for City/County

Printed Name

Date

565 East Hillsboro Blvd, Deerfield Beach, Florida 33441
954.545.3535 office 954.545.3585 fax

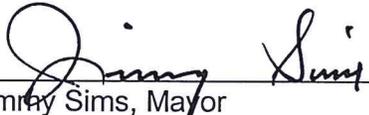
A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH ASHBRIIT ENVIRONMENTAL FOR DISASTER RESPONSE/RECOVERY SERVICES IN THE CITY OF ORANGE.

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

That the City Manager is hereby authorized to renew the agreement with AshBritt Environmental for disaster response/recovery services in the City of Orange.

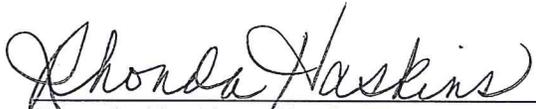
PASSED, APPROVED and ADOPTED on this the ~~28th~~ day of January 2014.

30th (PA)



Jimmy Sims, Mayor

ATTEST:



Rhonda Haskins, City Secretary

APPROVED:



City Attorney



**CITY OF ORANGE OFFICE OF EMERGENCY
MANAGEMENT**

**P.O. Box 520
ORANGE, TEXAS 77631-0520
409-988-7359**

Tuesday, January 14, 2014

TO: Shawn Oubre

FROM: Jerald L. Ziller 

SUBJECT: AshBritt Environmental Contract Extension

The document attached is the contract extension for AshBritt Environmental. This is the contractor that will complete all phases of our debris mission if needed. They can also supply logistic items such as portable toilets, generators, and trash pumps. Please consider signing the document and returning it to me for further processing.

EMERGENCY MANAGEMENT DIRECTOR:
EMERGENCY MANAGEMENT COORDINATOR:

MAYOR JIMMY SIMS
CHIEF JERALD L. ZILLER



RE: EXTENSION OF CURRENT CONTRACT

THIS EXTENSION OF CONTRACT ("Extension") is made this 3rd day of February, 2014, for the purpose of extending the contract known as Disaster Debris Clearance and Removal Services dated 8/11/09, (Original Contract") between AshBritt, Inc. and the City of Orange, TX ("the Parties").

1. The Original Contract is described below and will end on August 11th, 2014.
 - a. Disaster Debris Clearance & Removal Services for Proposals numbered HGAC-DR01-08.
This contract can be renewed for up to 3 additional one year extensions after its original term. This extension will serve as the 3rd of those 3 extensions
2. The Parties agree to extend the Original Contract for an additional 1 year(s) which will begin immediately upon the expiration of the original time period and will end on August 11, , 20 15.
3. This Extension binds and benefits both Parties and any successors or assigns. This document, in addition to the Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

[Signature]
Authorized Signor for AshBritt, Inc.

John Noble
Printed Name

Date

[Signature]
Authorized Signor for City/County

Shawn Dubre
Printed Name

2/10/14
Date

565 East Hillsboro Blvd, Deerfield Beach, Florida 33441
954.545.3535 office 954.545.3585 fax

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH ASHBRIIT ENVIRONMENTAL FOR DISASTER RESPONSE/RECOVERY SERVICES IN THE CITY OF ORANGE.

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

That the City Manager is hereby authorized to renew the agreement and extension with AshBritt Environmental for disaster response/recovery services in the City of Orange.

PASSED, APPROVED and ADOPTED on this 23rd day of June, 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

**MEMORANDUM OF UNDERSTANDING REGARDING THE PROVISION OF
EQUIPMENT TO THE OLD ORANGE CAFÉ IN THE EVENT OF A DISASTER**

WHEREAS, City of Orange has a pre-disaster contract with a vendor to provide logistical supplies including electrical power generators;

WHEREAS, City of Orange has several electrical power generators on a tier one list with a vendor and;

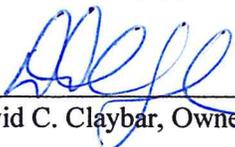
WHEREAS, The City of Orange has contracted with the Old Orange Café for emergency feeding operations and;

WHEREAS, The Old Orange Café does not possess an adequate electrical power generator for equipment to facilitate emergency feeding operations and;

THEREFORE, Effective this _____ day of _____, 2015, the parties listed supra agree that:

1. The Old Orange Café will reimburse the City of Orange any costs associated with the installation, use, service, and maintenance of any equipment provided by the City of Orange or any vendor contracted with the City of Orange for logistical supplies including electrical power generators.
2. The City of Orange will provide an adequate electrical power generator to the Old Orange Café through a pre-disaster contract with an outside vendor if a prolonged power outage is expected from the utility provider during a declared disaster if one is available.
3. The City of Orange will supply through an outside vendor or city employee the electrical connection to the Old Orange Café building.
4. The Old Orange Café will hold harmless the City of Orange and contracted vendors for any damage to the building the Old Orange Café operates from, any damage to the equipment the Old Orange Café has connected to the provided electrical power generator, and any food loss resulting from the use, connection, or service of the electrical power generator.
5. City of Orange has agreed in the pre-disaster contract with the Old Orange Café to provide tables and chairs, electrical power, water and sewer. These services are contingent upon availability; therefore, the Contractor shall have the ability to provide electrical power, cooking fuel and water if the utility system is not functional.

Accepted this _____ day of _____, 2015.



David C. Claybar, Owner, Old Orange Café

Shawn Oubre, City Manager, City of Orange

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH OLD ORANGE CAFE FOR DISASTER RELATED CATERING SERVICES FOR CITY EMPLOYEES AND APPROVED SUPPORT PERSONNEL.

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

That a contract for disaster-related catering services for city employees and approved support personnel is hereby awarded to Old Orange Café on the basis of an existing agreement in the amount of FORTY-FIVE AND NO/100 (\$45.00) DOLLARS per person per day.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to renew this agreement with Old Orange Cafe.

PASSED, APPROVED and ADOPTED on this 23rd day of June, 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

**MEMORANDUM OF UNDERSTANDING REGARDING THE EVACUATION AND
EMERGENCY OPERATIONS OF THE CITY OF ORANGE**

WHEREAS, the geographical location of the City of Orange is proximal to the Gulf of Mexico and;

WHEREAS, the City of Orange, because of its geographical location, is exposed to a greater probability of a hurricane strike than otherwise and;

WHEREAS, both the City of Orange and the Little Cypress Mauriceville Consolidated Independent School District (LCMCISD) are located within Orange County and;

WHEREAS, a natural disaster in Orange County may necessitate the need for the City of Orange to utilize Little Cypress Mauriceville Consolidated Independent School district facilities, buses, or other equipment for transporting citizens and their companion animals to a designated shelter and for transporting City of Orange personnel to and from a remote command center, and for allowing city personnel to utilize facilities to facilitate emergency operations and;

WHEREAS, City of Orange does not possess an adequate fleet of vehicles to simultaneously transport a large number of Emergency Management Personnel to and from a remote command center or to transport citizens to a designated shelter and;

WHEREAS, the Little Cypress Mauriceville Consolidated Independent School District possesses and operates a "substantial bus fleet" and other facilities and equipment which can be used to support the emergency operations and relocation of citizens and;

WHEREAS, both of these governmental entities are supported by their citizens' tax dollars and;

WHEREAS, both of these governmental entities are tasked with making the most economical use of the citizens' tax dollars;

THEREFORE, premises considered and pursuant to the legislative grant of authority for these governmental entities to enter into such agreements in § 791.011 of the Texas Government Code, effective this 22 day of May, 2015, the parties listed supra agree that:

1. The LCMCISD shall, in the event of a natural or manmade disaster, on request from the City of Orange or its designee, immediately provide, if reasonably available, any available buses and drivers for use by the City of Orange to transport Emergency Management Personnel to and from a remote command center and citizens with their companion animals in the City of Orange to designated shelters as needed, and allow LCMCISD facilities, if reasonably available, to be utilized to support emergency operations in the City of Orange. LCMCISD facilities that may be utilized include: Little Cypress Elementary, Little Cypress Intermediate, Little Cypress Junior High, Little Cypress-Mauriceville High School and possibly Mauriceville Elementary and Mauriceville Middle School. The City of Orange understands that LCMCISD has agreements with other entities such as Orange County for the use of facilities in emergency situations; therefore,

LCMCISD retains sole discretion to determine if a facility is available for use by the City of Orange. The extent of building usage will be limited to City of Orange employees performing essential duties to aid in the recovery effort. The extent of property usage will be limited to staging equipment and resource items for use in recovery efforts. The usage of LCMCISD facilities and property will occur if City of Orange facilities and property are damaged or overwhelmed as a result of the disaster. The City of Orange understands that LCMCISD allows other entities, such as Orange County, to use the district's school buses in emergency situations and in the event that any entity needs more buses than available, LCMCISD shall determine the number of buses each entity will be allowed to use. LCMCISD reserves the right to require all district owned buses be driven by employees of the district. However, in the event that district employees are not available and LCMCISD agrees to allow drivers supplied by the City of Orange, the City of Orange shall insure that the drivers of the buses are adequately trained to operate the buses for the task at hand.

2. The City of Orange shall, during the transport of the Emergency Management Personnel and citizens of the City of Orange to designated shelters, safeguard LCMCISD's buses that they are not damaged by events from the disaster such as floodwaters, vandalism, etc.; and until such times as the buses may safely be returned to LCMCISD, and maintain LCMCISD facilities used to facilitate emergency operations in the City of Orange.
3. The City of Orange shall pay LCMCISD any damages to the buses or facilities caused by, or related to, the use of the buses or facilities by the City of Orange. The City of Orange shall reimburse LCMCISD for any and all wages paid by LCMCISD to LCMCISD employees for driving district owned buses per this agreement. The City of Orange considers the LCMCISD bus drivers as volunteers or temporary workers employed by the City of Orange. The City of Orange and LCMCISD shall seek federal and state reimbursement of those wages paid, but lack of federal reimbursement does not waive the City of Orange's obligation for reimbursing LCMCISD. Prior to returning the buses to the school district, the City of Orange shall clean the interior of the buses to a state acceptable by LCMCISD for use to transport students in the daily operation of the school district. The City of Orange shall furnish general liability, auto liability, and property damage insurance coverage for the LCMCISD property and vehicles utilized per this agreement. The LCMCISD bus drivers will receive coverage under the City of Orange workmen compensation insurance.

Accepted this 22 day of May, 2015.



Pauline Hargrove, Superintendent
Little Cypress-Mauriceville CISD

Shawn Oubre, City Manager
City of Orange

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH LITTLE CYPRESS
MAURICEVILLE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT FOR
DISASTER RELATED USE OF BUSES FOR EVACUATION PURPOSES IN
THE CITY OF ORANGE.**

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

That the City Manager is hereby authorized to execute a Memorandum of Understanding with the Little Cypress Mauriceville Consolidated Independent School District for disaster related use of buses and drivers for evacuation purposes in the City of Orange.

PASSED, APPROVED and ADOPTED on this 23rd day of June, 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

June 15, 2015

To: Shawn Oubre, City Manager
From: Jim Wolf, Public Works Director
Re: State Hwy 62
Utility Extension Agreement

Please find attached the Utility Extension Agreement for Water Service as requested by TxDOT regarding the installation to provide water service to the State Property located on Hwy 62. The State will pay \$137,885.00 for the improvements to the water system and a lump sum of \$52,025.00 for the Engineering, Bidding, Construction Monitoring, Surveying and Easements for a total of \$189,910.00.

Also attached is the cost estimate to up size the proposed 4" waterline to a 12" waterline for an additional \$47,265. At this time staff is investigating the options available to fund the possible upsizing to a 12" waterline for future growth in this area.

We have reviewed the Agreement and recommend the execution by the City of Orange. If you agree please place on the next Council's agenda.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

**UTILITY EXTENSION AGREEMENT
FOR WATER SERVICE On-System**

THIS AGREEMENT (the Agreement) is made by and between the City of Orange, TX located in **Orange County, Texas**, acting by and through its duly authorized officials, hereinafter referred to as "The Utility", and the **Texas Department of Transportation**, acting by and through its duly authorized officials, hereinafter referred to as "State":

WITNESSETH

WHEREAS, the Utility is engaged in the sale of water service to customers located in Orange County Texas, in and around Orange, Texas; and

WHEREAS, the State desires to extend adequate water service to the TxDOT Orange Maintenance Facility near the City of Orange, Texas. This property is currently a TxDOT Maintenance Facility.

NOW THEREFORE, the Parties hereto mutually agree as follows:

A G R E E M E N T

Article 1. Rights, Responsibilities, and Compensation of the Utility

The Utility agrees to install and provide water service to the State Property noted above and indicated on attached Exhibit A.

The Utility agrees to provide all labor, materials, and equipment to perform all work necessary to install the water line, road and creek borings and meter, including all permits, fees, including engineering fees, at a flat fee from the State of Texas. It is estimated that approximately 2,500 feet of water line will be installed.

It is agreed that the Utility will be responsible for hand clearing the right of way and removing the cleared brush. The clearing will only include brush and saplings. No significant trees are to be removed, unless necessary. If significant trees are removed, the Utility must record the quantity, species and diameter of such trees and removal must be consistent with any applicable environmental laws, rules or orders.

If applicable, the Utility further agrees to secure Utility Permit(s) for installation of any and all utilities installed in the Right(s)-of-Way of State and Federal Highways, Ranch Roads and Farm to Market Roads.

It is agreed that the State grants the Utility a license to make additional connections to the water line as long as service to the State is not degraded, and the Utility shall be solely responsible for the maintenance, repair, and operation of these same lines within its jurisdiction.

CSJ#: 4704-01-434
District#: Beaumont- 20
Code Chart 64#:
Project: Orange Waterline Extension

In consideration of the above, the State agrees to pay for the improvements to the water system within the statutorily required period, in the amount of one hundred thirty seven thousand eight hundred eighty five dollars (\$137,885.00). The amount is based on the detailed estimate shown in the City of Orange's Engineer's Preliminary Cost Estimate Exhibit B dated 11/14/13. Increases in the amount of payment due to additional work will require a written amendment to this contract. In addition the State agrees to pay for Engineering, Bidding, Construction Monitoring, Surveying and Easements separate from the \$137,885.00 figure previously stated in a Lump Sum amount of fifty two thousand twenty five dollars (\$52,025.00) as detailed in Exhibit B.

Payments will be made by the State to the Utility for execution of the work necessary for provision of water under this Agreement.

Article 2. Rights and Responsibilities of the State.

It is agreed that the Utility or its employees, agents or representatives, may enter State property along the installation route to place, construct, operate, repair, maintain, inspect and replace water lines and systems, consisting of a variable number of water lines, meters, and all necessary or desirable structures and appurtenances. The Utility shall have the right and privilege at any reasonable time or times to enter upon and cross the property to the extent necessary for the foregoing purposes. The Utility shall be held responsible for repairing any damages caused to the State's property during the course of installation or maintenance of the water service.

It is understood that the State, by execution of this agreement, does not impair or relinquish the State's right to use such land for the purposes for which it was acquired, nor shall use of the land under this agreement ever be construed as abandonment by the State of such land, and the State does not purport to grant any real property interest or permanent easement in the land described herein but merely consents to such use to the extent its authority and title permits.

Article 3. State Indemnified

The Utility shall indemnify the State from all claims and liability due to the activities performed by its employees, agents, or contractors under this contract and which result from an error, omission or negligent acts. The Utility shall also indemnify the State from any expenses, including attorney's fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities under this contract.

The Utility acknowledges that it is not an agent, servant, nor employee of the State, and the Utility is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work under this Agreement.

Article 4. Contract Period

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until all work authorized under this agreement has been completed and accepted by all parties or unless

terminated as provided in Article 8. The Utility and its agents, contractors, and employees shall continue to have access rights as long as access is needed in order to provide water.

Article 5. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Utility and the State, the latest agreement shall take precedence over the other agreements.

Article 6. Successors and Assigns

The State and the Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such party in respect to all covenants of this Agreement.

Article 7. Amendments

By mutual written consent of the parties, this contract may be amended prior to the expiration of this contract.

Article 8. Termination

This Agreement may be terminated by any of the following conditions:

- By mutual written consent and agreement of all parties;
- By the State if it is in the public interest;
- By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party;
- By satisfactory completion of all work authorized under this agreement.

The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State under this Agreement. If the potential termination of the Agreement is due to the failure of the Utility, to fulfill its contractual obligations, the State will notify the Utility, that a possible breach of the contract has occurred. The Utility should make every effort to remedy the breach within a period mutually agreed upon by both parties.

Article 9. Notices

For the purpose of this Agreement, the addresses of record for each party shall be:

For the Utility:	For the State:
City of Orange Public Works and Engineering Department 303 N. 8th Street Orange, TX 77631	Maintenance Division Director Texas Department of Transportation 125 E. 11 th St. Austin, Texas 78701

Article 10. Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this

CSJ#: 4704-01-434
District#: Beaumont- 20
Code Chart 64#:
Project: Orange Waterline Extension

contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 11. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

Article 12. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, the State and the Utility have executed duplicate counterparts to effectuate this agreement.

City of Orange Public Works and Engineering Department
Utility Name

Signature

Typed Name and Title

Date

THE STATE OF TEXAS

Executed for the Executive Director and for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Beaumont District Engineer

Typed or Printed Name

Date

CSJ#: 4704-01-434
 District#: Beaumont- 20
 Code Chart 64#:
 Project: Orange Waterline Extension

EXHIBIT B
PRELIMINARY COST ESTIMATE

Preliminary Cost Estimate
 North 3247 Utility Extensions

Justification: _____ Date: 11/14/2013
 4" Water Line only Prepared by DRK

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
SH 62 - 900' N of IH-10 to TxDOT Office					
<u>Water</u>					
1	4" C-900 Waterline	L.F.	2,500	33.00	82,500.00
2	Wet Bore 4" water lines	L.F.	300	70.00	21,000.00
3	4" Valves	Ea.	3	900.00	2,700.00
4	Fire Hydrant Assembly	Ea.	0	4,200.00	0.00
5	Fittings	L.S.	1	2,000.00	2,000.00
6	Connect to exist 12" water line	L.S.	1	1,100.00	1,100.00
7	4 in Tap, wat svc & Mtr box	Ea.	1	800.00	800.00
SUBTOTAL					110,100.00

Misc Construction

1	Erosion Control	L.S.	1	2,500.00	2,500.00
2	Site Clearing	L.S.	1	1,500.00	1,500.00
3	Valve Marker Signs	Ea.	4	95.00	380.00
4	Route Marker Signs	Ea.	3	75.00	225.00
5	Regrade ditches & culverts	LF	2,500	2.00	5,000.00
6	Seeding	Ac.	1.2	2,000.00	2,300.00
7	Traffic Control	L.S.	1	2,500.00	2,500.00
TOTAL CONSTRUCTION					119,900.00
15% Contingency					17,985.00
Engineering					12,975.00
Bidding					2,500.00
Constr Monitoring					3,900.00
Topo Surveying					4,650.00
Parcel Surveys					est. 10 parcels 16,000.00
Easements					12,000.00
TOTAL ESTIMATED COST					189,910.00
SUBTOTAL					9,800.00

SH62wat1
 or sh62 TxDOT water.xls

Fittz Shipman, Inc.

The State will pay the Utility a total of \$189,910.00 which is \$137,885.00 for the improvements to the water system and a lump sum of \$52,025.00 for the Engineering, Bidding, Construction Monitoring, Surveying and Easements.

Kathy Mcneil

From: Jim Wolf <jwolf@orangetx.org>
Sent: Monday, June 15, 2015 11:03 AM
To: 'Kathy McNeil'
Subject: FW: Revised Estimate for 12" water to TxDOT office - comparison of costs
Attachments: or sh62 TxDOT 4in water.pdf; or sh62 TxDOT 12in water-1a.pdf; _Certification_.htm

From: Don King [mailto:dking@fittzshipman.com]
Sent: Wednesday, June 10, 2015 8:42 AM
To: Jim Wolf
Subject: Revised Estimate for 12" water to TxDOT office - comparison of costs

Sending you Revised cost estimates for 4" and 12" water line on SH62 extending north to TxDOT to provide a comparison of Costs.

- 1) Cost for the 4" water line (previously provided) is estimated to be \$119,900 + contingencies, Surveying*, Engineering*, and easements* for a total of \$189,910.00
- 2) Cost for the 12" line includes 4-6" tee & valve for future Fire Hydrants and 8" tee & valve for future extension on Fish Farm Road - for construction cost of \$161,000.00 + contingencies and Engineering for a total of \$237,175.00

The net difference in cost between 4" and 12" projects is +\$47,265.00

*Costs for Surveying, Engineering, easements and parcels are shown to be the same for both estimates.

Donald R. King, P.E.
Fittz & Shipman, Inc.
Consulting Engineers and Land Surveyors
1405 Cornerstone Court
Beaumont, Texas 77706
Office - 409-832-7238
Fax - 409-832-7303
dking@fittzshipman.com

Preliminary Cost Estimate
SH 62 Water Extension

Justification:
4" Water Line only

Date: 6/10/2015
Prepared by DRK

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
SH 62 - 900' N of IH-10 to TxDOT Office					
<u>Water</u>					
1	4" C-900 Waterline	L.F.	2,500	33.00	82,500.00
2	Wet Bore 4" water lines	L.F.	300	70.00	21,000.00
3	4" Valves	Ea.	3	900.00	2,700.00
4	Fire Hydrant Assembly	Ea.	0	4,200.00	0.00
5	Fittings	L.S.	1	2,000.00	2,000.00
6	Connect to exist 12" water line	L.S.	1	1,100.00	1,100.00
7	4 in Tap, wat svc & Mtr box	Ea.	1	800.00	800.00
SUBTOTAL					110,100.00
<u>Misc Construction</u>					
1	Erosion Control	L.S.	1	2,500.00	2,500.00
2	Site Clearing	L.S.	1	1,500.00	1,500.00
3	Valve Marker Signs	Ea.	4	95.00	380.00
4	Route Marker Signs	Ea.	3	75.00	225.00
5	Regrade ditches & culverts	LF	2,500	2.00	5,000.00
6	Seeding	Ac.	1.2	2,000.00	2,300.00
7	Traffic Control	L.S.	1	2,500.00	2,500.00
SUBTOTAL					9,800.00
TOTAL CONSTRUCTION					119,900.00
15% Contingency					17,985.00
Engineering					12,975.00
Bidding					2,500.00
Constr Monitoring					3,900.00
Topo Surveying					4,650.00
Parcel Surveys					est. 10 parcels 16,000.00
Easements					12,000.00
TOTAL ESTIMATED COST					189,910.00

**Preliminary Cost Estimate
SH 62 Water Extension**

Justification:
12" Water Line + Fire Hydrants

Date: rev.6/9/2015
Prepared by DRK

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
SH 62 - 900' N of IH-10 to TxDOT Office					
<u>Water</u>					
1	12" C-900 Waterline	L.F.	2,500	40.00	100,000.00
2	Wet Bore 12" water lines	L.F.	300	100.00	30,000.00
3	12" Valves	Ea.	3	2,700.00	8,100.00
4	8" Valve	Ea.	1	1,500.00	1,500.00
5	12x6 Tee w/6" Valve	Ea.	4	1,200.00	4,800.00
6	Fittings	L.S.	1	4,500.00	4,500.00
7	Connect to exist 12" water line	L.S.	1	1,500.00	1,500.00
8	4 in Tap, wat svc & Mtr box	Ea.	1	800.00	800.00
SUBTOTAL					151,200.00
<u>Misc Construction</u>					
1	Erosion Control	L.S.	1	2,500.00	2,500.00
2	Site Clearing	L.S.	1	1,500.00	1,500.00
3	Valve Marker Signs	Ea.	4	95.00	380.00
4	Route Marker Signs	Ea.	3	75.00	225.00
5	Regrade ditches & culverts	LF	2,500	2.00	5,000.00
6	Seeding	Ac.	1.2	2,000.00	2,300.00
7	Traffic Control	L.S.	1	2,500.00	2,500.00
SUBTOTAL					9,800.00
TOTAL CONSTRUCTION					161,000.00
15% Contingency					24,150.00
Engineering					12,975.00
Bidding					2,500.00
Constr Monitoring					3,900.00
Topo Surveying					4,650.00
Parcel Surveys					16,000.00
Easements					12,000.00
TOTAL ESTIMATED COST					237,175.00

SMITHCORP REAL ESTATE SERVICES, L.C.
P.O. BOX 12506
BEAUMONT, TEXAS 77726

REAL ESTATE COUNSELORS
LAND TITLE SERVICES

PHONE: (409) 212-9393
FAX: (877) 212-9382

October 30, 2014

James B. "Jim" Wolf, P.E., R.P.L.S.
Director, Public Works and Engineering Department
City of Orange
303 N. 8th Street
Orange, TX 77631

Re: TxDOT Water Supply
Hwy 62 north of IH-10

Dear Mr. Wolf,

Per your request, Smithcorp is pleased to submit our proposal to supply the following services for the above project:

1. Identify and obtain copies of the deeds and/or other conveyances ("vesting document") into the current owners of the target parcels;
2. Review the vesting documents to determine the appropriateness of extending an easement offer;
3. Provide the City's surveyor with the information needed for the preparation of the easement plats and field notes (i.e., vesting and other documents);
4. Coordinate/assist the City's attorney with modifying the LCM Easement Document and LCM Offer Letter to fit this project;
5. Develop a tracking report to provide the current status for each of the project's parcels;
6. Prepare offer letters that are based on the value of the number of square feet in the easement area;
7. Oversee the transmittal of the offer letters;
8. Negotiate with the landowners and respond to inquires from the various parties;
9. Coordinate payments to landowners, subject to approval by the City's attorney;
10. Secure proper execution of documents, receive and record executed documents. Oversee the delivery of the recorded originals to the City;
11. Furnish a copy of the final Tracking report upon completion of acquisitions; and
12. Identify and pursue permits from the County of Orange for the public roads crossed by the route.

While preparing this proposal, we made the following assumptions:

1. The current project's Easement Document will be the same as the LCM annexation Easement Document (or a slight modification of it);

E-mail address: kip@smithcorp.org

Real Estate Counselors Land Use Analysts Litigation Support
Mineral Title Evidence and Analysis Right of Way Acquisitions and Management Regulatory Permitting

Individual Memberships:
American Association of Professional Landmen (AAPL)
International Right of Way Association (IRWA)

2. The consideration/amount offered will be the same per square foot (of the easement area) for all parcels. The offer amount will at the rate of \$10,000.00 per acre. If needed, an official statement can be obtained from the City that indicates the rate is the same for all parcels;
3. It is not necessary to comply with the UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS POLICY ACT;
4. If a landowner is unwilling to grant (or donate) an easement, the easement will NOT be acquired by condemnation;
5. There are no special procedures, reporting, billings, etc. that Smithcorp has to perform or provide in order for the City to meet TxDOT's requirements for reimbursement;
6. There are no "complex" parcels. These are parcels that may need additional title research, examination of probate records, title curative efforts, have more than five undivided interest owners, involved in bankruptcy proceeding, etc.; and
7. The Parcel Plats and Field Notes for each Easement Document will be provided by the City's engineer/surveyor. Accordingly, the timing of the acquisitions will be dependent upon the receipt of this information;

Using the route information provided and shown on the attached map, it appears the route crosses eight (8) parcels and two (2) assumed public roads that are maintained by Orange County (Fish Farm Rd and Laverne Dr.).

Based on this route information, we anticipate that one person will be able to handle the majority of the tasks associated with obtaining the landowner easements. Another individual will handle the permitting tasks. If needed, additional staff are available to add to the project.

Our hourly rates are as follows:

- Principle \$110.00
- Permitting 80.00
- Negotiator/title researcher 70.00
- In addition, we will need to be reimbursed for all direct expenses incurred. These include items such as mileage (at the IRS rate), document copies, recording fees for the easements recorded on behalf of the City and other direct incidentals.

With this understanding of the project (and the above assumptions), we anticipate that our fees would not exceed twelve thousand five hundred dollars (\$12,500.00) for the project. This estimate does not include reimbursements for direct expenses. We will periodically submit invoices for progress payments based on the actual hours worked and direct expenses incurred. Timesheets of the individuals performing the work will be included along with documentation of direct expenses incurred.

Thank you for the opportunity to help with this project.

Sincerely,



Wm. Kip Price, CPA

Attachment: Aerial map of project area

City of Orange - TxDOT Waterline

Legend

- Subject Parcels
- TxDOT Waterline



1000 ft

Google earth

© 2014 Google

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE UTILITY EXTENSION AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE WATERLINE INSTALLATION ALONG STATE HIGHWAY 62.

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

That the City Manager is hereby authorized to execute the Utility Extension Agreement with the Texas Department of Transportation for the waterline installation to provide water service to the TxDOT Maintenance Facility located on SH 62.

PASSED, APPROVED and ADOPTED on this the 23rd day of June 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

MOTION

Motion approving the Orange Economic Development Corporation's motion of intent to expend funds not to exceed \$5,000.00 per each residential property constructed and sold at Cypresswood Village Residential Development by ITEX Homes, LLC up to 10 residential properties each year over a three (3) year period.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

June 23, 2015