

MEETING AGENDA
JOINT MEETING OF THE ORANGE CITY COUNCIL AND ECONOMIC
DEVELOPMENT CORPORATION
Orange Public Library Auditorium
220 N. Fifth Street
Orange, Texas

July 14, 2015
9:00 A.M.

- | | | |
|---|----|-----------------------|
| 1. CALL TO ORDER | | Mayor |
| 2. INVOCATION and PLEDGE OF ALLEGIANCE | | Council Member Spears |
| 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. DISCUSSION/ACTION | | |
| a) Discussion and possible action regarding renewal of funding for Fiscal Year 2016 Orange County Economic Development Corporation membership dues. | 5 | Council/EDC |
| 5. ADJOURN THE ECONOMIC DEVELOPMENT CORPORATION | | |
| 6. APPROVAL OF MINUTES | | |
| a) June 23, 2015 City Council Meeting | 7 | Mayor/Council |
| b) June 24, 2015 Special Call City Council Meeting | 12 | Mayor/Council |
| c) June 29, 2015 Special Call City Council Meeting | 15 | Mayor/Council |

7. 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.

8. PROCLAMATION

a) Recognition of Lieutenant Eric Ellison 18 Mayor/Council

9. ORDINANCE

a) Emergency Reading:

Consider an ordinance of the City of Orange, Texas authorizing the suspension of the effective date for an additional ninety (90) days beyond the July 17, 2015, effective date proposed by Entergy Texas, Inc., in connection with its rate increase application entitled "Application of Entergy Texas, Inc. for authority to change rates", filed on June 12, 2015; authorizing the hiring of lawyers and rate experts; authorizing the City's participation to the full extent permitted by law at the Public Utility Commission of Texas, requiring reimbursement of municipal rate case expenses; finding that the meeting complies with the Open Meetings Act; making other findings and provisions related to the subject, and declaring an effective date. (Read the ordinance in its entirety)

19 Staff: Oubre

10. RESOLUTIONS

a) First Reading:

Consider a resolution authorizing the City Manager to execute a Development Agreement between the City of Orange, Texas and International Paper Company to provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, specify the uses and development of the land before and after annexation, and other lawful terms and considerations the parties consider appropriate.

23 Staff: Oubre

b) Consider a resolution of the City Council of the City of Orange, Texas strongly supporting and requesting the establishment of a Veterans Administration Medical Inpatient Hospital in Orange County, Texas.

36 Staff: Oubre

- c) Consider a resolution authorizing the City Manager to enter into an agreement with NewLight Healthcare in the amount of \$37,750.00 plus approved expenses for financial pro forma of new hospital construction and operation and demographic and service needs assessment. 37 Staff: Oubre
- d) Consider a resolution of the City Council of the City of Orange, Texas, amending Resolution No. 2015-40 nominating Cloeren Incorporated to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"). 47 Staff: Trahan
- e) Consider a resolution designating the west side of Martin Luther King Jr. Drive between Bancroft Road and N. Lutcher Drive a No Parking Zone, further, N. Lutcher Drive, also known as the Interstate 10 service road be designated as a No Parking Zone approximately 265 feet west from the intersection of Martin Luther King Jr. Drive. 50 Staff: Martin
- f) Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of West Orange, City of Pinehurst, and Orange County Emergency Services District #4 (OCESD #4) for the provision of ambulance services by Acadian Ambulance Service. 53 Staff: Frenzel
- g) Consider a resolution authorizing the Mayor to execute a Letter of Intent which substantiates that the City of Orange, Texas is participating in the revision of the Regional and County Mitigation Action Plans being coordinated by the South East Texas Regional Planning Commission (SETRPC). 65 Staff: Brown
- h) Consider a resolution of the City Council of the City of Orange, Texas approving a lease agreement between the City of Orange and Higman Barge Lines, Inc. for 0.3727 acres of land, Nathan Cordrey Survey, Abstract No. 59, Orange County, Texas more commonly known as Jackson Avenue from Market Street to the east end of Jackson Avenue; and establishing an effective date. 69 Staff: Knauf
- i) Consider a resolution authorizing the City Council of the City of Orange, Texas to allocate funds for mowing and filing of liens on properties violating City codes and ordinances in the amount of \$20,000.00. 77 Staff: Knauf

11. DISCUSSION/ACTION

- a) Consider a motion approving the request by the Stark Foundation to temporarily close Sixth Street between Green Avenue and Elm Street beginning in October, 2015 for a period of approximately 18 months. The Stark Foundation will be constructing a major new addition to the Stark Museum. 79 Staff: Knauf

12. REPORTS

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

13. ADJOURNMENT

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: June 30, 2015

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, EDC Director

RE: ORANGE COUNTY EDC ANNUAL MEMBERSHIP DUES RENEWAL

As part of the Interlocal Agreement with the Port of Orange, Orange County, and the cities of Pinehurst, West Orange, Bridge City and Vidor dated November 12, 2002 (Resolution 2002-96), "each contracting party shall give written notice to all other contracting parties advising them of the notifying party's decision whether or not to continue participation for the following contract year, no later than the 30th day of August immediately preceding the conclusion of any contract year."

Please see the attached Invoice Number OCEDC-0087 dated October 1, 2014, which reflects the City of Orange membership dues payment request for Fiscal Year 2015 in the amount of \$24,917 or 10.89% of the \$228,729 Orange County EDC budget. Please note the Orange County EDC has not submitted an invoice for Fiscal Year 2016 at this time.

As staff prepares the proposed City of Orange EDC budget for Fiscal Year 2016, please add this Orange County EDC membership dues of an estimated \$24,917 for discussion and possible action for the next EDC Board and City Council meeting.

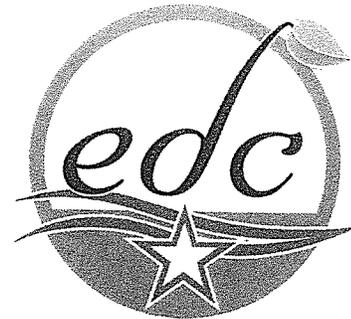
Please contact me at extension #1077 for additional information.

INVOICE

Number OCEDC-0087

October 1, 2014

City of Orange
Mr. Shawn Oubre
PO Box 520
Orange, Texas 77631-0520



orange county, texas
preserving resources :: developing the future

RE: City of Orange 10.89% participation in
Orange County Economic Development Corporation
2014-2015 Fiscal Year Funding

Amount Due This Invoice: \$24,917.00

Please Make Checks Payable To:
Orange County Economic Development Corporation

Please Mail Payments To:
Orange County Economic Development Corporation
Attention: Ms. Shirley Zimmerman
1201 Childers Road
Orange, Texas 77630

RECAP:

Port of Orange	\$102,960.00	45.00%
Orange County	\$ 68,641.00	30.00%
City of Orange	\$ 24,917.00	10.89%
City of Vidor	\$ 14,222.00	6.21%
City of Bridge City	\$ 10,540.00	4.60%
City of West Orange	\$ 4,629.00	2.02%
City of Pinehurst	\$ 2,820.00	1.23%
	\$ 228,729.00	100.00%

Orange County EDC Board of Directors:

Gene Bouillion President,
Jerry Jones 1st Vice President, Carl Thibodeaux 2nd Vice President
Keith Wallace Secretary, David Dubose Assistant Secretary,
Jimmy Sims Treasurer, Mike Stelly Assistant Treasurer
Joe Parkhurst Director, Mike Kunst Director

STATE OF TEXAS }

June 23, 2015

COUNTY OF ORANGE }

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 23, 2015.

COUNCIL MEMBERS PRESENT:	Jimmy Sims	Mayor
	Mary McKenna	Mayor Pro Tem
	Patrick A. Pullen	Council Member
	Dr. Wayne Guidry	Council Member
	Bill Mello	Council Member
	Larry Spears Jr.	Council Member

COUNCIL MEMBERS ABSENT:	Essie Bellfield	Council Member
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STAFF MEMBERS PRESENT:	Dr. Shawn Oubre	City Manager
	Jay Trahan	Assistant City Manager, Director of Economic Development
	Rhonda Haskins	City Secretary
	Patricia Anderson	Deputy City Secretary
	Lane Martin	Chief of Police
	David Frenzel	Fire Chief
	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
	Lee Anne Brown	Deputy Fire Chief
	Ashley Mahana	Convention & Visitors Bureau Coordinator
	Michael Patterson	Engineering Tech
	John Cash Smith	City Attorney

STAFF MEMBERS ABSENT: None

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

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

APPROVAL OF MINUTES

Council Member Spears moved to approve the minutes of the June 9, 2015 Regular Meeting of the City Council. Second to the motion was made by Council Member Guidry which carried unanimously.

CITIZEN COMMENTS

Ms. Mahana invited citizens to attend the July 4th Fireworks and Concert at the Riverfront Pavilion. She thanked Beacon Maritime and C&E Rentals. She also invited citizens to National Dance Day at the Riverfront Pavilion on July 25, 2015.

PROCLAMATIONS

A proclamation observing West Orange-Stark Mustang Varsity Baseball Team Day was accepted by Coach Shea Landry and the West Orange-Stark Mustang Varsity Baseball Team.

RESOLUTION

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.

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 2015-45.

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

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-46.

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.

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 2015-47.

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.

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 2015-48.

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.

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 2015-49.

DISCUSSION/ACTION

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.

Mayor Pro Tem McKenna moved to approve the motion. Second to the motion was made by Council Member Guidry which carried with Mayor Sims, Mayor Pro Tem McKenna, Council Member Pullen, Council Member Guidry and Council Member Spears voting aye. Council Member Mello recused himself from any discussion and action taken on this item.

CITY MANAGER REPORT

No report was given.

CITY COUNCIL REPORT

Council Member Pullen thanked everyone who attended the meeting, congratulated the West Orange-Stark Mustang Varsity Baseball Team, encouraged citizens to attend the July 4th Fireworks and Concert, advised there is still time for men to get screened for prostate cancer and thanked Council for working together.

Council Member Guidry encouraged men to get screened for prostate cancer, thanked the Orange Leader for the Great Dad article it published and advised the Juneteenth Celebration was great.

Mayor Pro Tem McKenna encouraged citizens to attend the July 4th Fireworks and Concert, advised the Juneteenth Celebration was great, congratulated the Mustang Baseball Team and sends her condolences to the Mazzola and Weir families.

Council Member Mello introduced his grand daughter, Alexis Coleman, advised Dr. Mazzola was a great man and congratulated the Mustang Baseball Team.

Council Member Spears congratulated the Mustang Baseball Team, advised the Juneteenth Celebration was amazing, thanked Council and Staff and encouraged citizens to check on neighbors during the hot summer months.

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.

- 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.

The Council met in closed executive session at 6:10 P.M.

RECONVENE IN OPEN SESSION

The Council reconvened in open session at 6:35 P.M.

TAKE ACTION AS NECESSARY REGARDING ITEM 10 a (1) AND 10 b (1) ABOVE.

MOTION OF THE CITY OF ORANGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO ANY AND ALL AGREEMENTS FOR THE CONVEYANCE OF PROPERTIES BETWEEN THE CITY OF ORANGE AND TEXAS DEPARTMENT OF TRANSPORTATION INVOLVING THE 15TH STREET AND I-10 PROJECT; THAT THE CITY OF ORANGE CITY

COUNCIL AUTHORIZES THE CITY MANAGER TO ENTER INTO ANY AND ALL AGREEMENTS FOR CONVEYANCE OF PROPERTIES BETWEEN THE CITY OF ORANGE AND JEFF MALLET COMMERCIAL DEVELOPMENT AND ALSO AN EASEMENT FROM JEFF MALLET COMMERCIAL DEVELOPMENT TO THE CITY OF ORANGE AS PART OF THE 15TH STREET AND I-10 PROJECT; AND, THAT THE CITY OF ORANGE CITY COUNCIL APPROVES ABANDONING APPROXIMATELY .80 ACRES OF THE 15TH STREET RIGHT-OF-WAY FROM INTERSTATE 10 TO THE NEW 15TH STREET RIGHT-OF-WAY.

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

ADJOURNMENT

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

The meeting adjourned at 6:36 P.M.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

STATE OF TEXAS }

June 24, 2015

COUNTY OF ORANGE }

BE IT REMEMBERED THAT a Special Call Meeting of the City Council of the City of Orange, Orange County, Texas, was held in the Library Auditorium on Wednesday, June 24, 2015.

COUNCIL MEMBERS PRESENT:	Jimmy Sims	Mayor
	Mary McKenna	Mayor Pro Tem
	Patrick A. Pullen	Council Member
	Dr. Wayne Guidry	Council Member
	Bill Mello	Council Member

COUNCIL MEMBERS ABSENT:	Essie Bellfield	Council Member
	Larry Spears Jr.	Council Member

STAFF MEMBERS PRESENT:	Dr. Shawn Oubre	City Manager
	Jay Trahan	Assistant City Manager, Director of Economic Development
	Rhonda Haskins	City Secretary
	Patricia Anderson	Deputy City Secretary
	David Frenzel	Fire Chief
	Lee Anne Brown	Deputy Fire Chief
	Kelvin Knauf	Director of Planning and C o m m u n i t y Development
	John Cash Smith	City Attorney
	Andrew Culpepper	City Attorney

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

PUBLIC HEARINGS

CONDUCT A PUBLIC HEARING TO RECEIVE COMMENTS REGARDING THE PROPOSED ANNEXATION OF A 30 FOOT STRIP OF LAND, 15 FOOT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, AND ALSO BEING OUT OF THE PHRAJAN SURVEY ABSTRACT NO. 90, THE WM. WRIGHT SURVEY, ABSTRACT NO. 235, AND THE WILLIAM MORGAN SURVEY ABSTRACT NO. 265, ORANGE COUNTY TEXAS, ALSO BEING OUT OF A PART OF THAT CERTAIN 4321.674 ACRE TRACT PARCEL OF LAND CONVEYED TO TEMPLE INLAND FOREST PRODUCTS CORPORATION, BY DEED RECORDED IN VOLUME 725 PAGE 630, OF THE OFFICIAL PUBLIC RECORDS, OF REAL PROPERTY, ORANGE COUNTY, TEXAS.

The public hearing began at 9:04 A.M.

Joe Parkhurst, OCESD #3, advised he is concerned about not getting services as needed. OCESD #3 will not function as it does today if the annexation goes through. It will have to rely on volunteer personnel and the residents will suffer. He is surprised at the statement being made that International Paper asked to be annexed. It will lose ½ of its income if the annexation goes through and will not be able to operate as it does today. He would like for Council to think about it before annexing International Paper.

Bobby Manshack, OCESD #3 Board Member, explained the functions of the OCESD. The major focus of the OCESD is emergency medical response. Services can not be provided if they can not be funded. It relies on paid personnel. He advised it takes a lot of money to send personnel to schools. He advised there is a tax sharing agreement in the Legislative Codes that will help keep the OCESD either whole or part. He would like for Council to consider the agreement.

Barry Bates asked what the City receives in an IDC, what fire station will be used to cover calls in the area.

Council Member Guidry advised he understands what is being said. Companies flourish when tax burdens are eased. Without International Paper, the Little Cypress-Mauriceville school district would not have what it has today.

Mr. Manshack advised he wants International Paper to prosper and is for the City of Orange. He does not want the City to be against Little Cypress-Mauriceville. He feels this situation puts the citizens in a quandary. The OCESD #3 will not be able to increase its taxes because the citizens will not go for that, but he is concerned about not being able to respond to calls from the citizens.

The public hearing ended at 9:48 A.M.

CONDUCT A PUBLIC HEARING TO RECEIVE COMMENTS REGARDING THE PROPOSED ANNEXATION OF A 1160.870 ACRE TRACT OR PARCEL OF LAND OUT OF THE CHARLES MORGAN SURVEY ABSTRACT NO. 18, THE WILLIAM MORGAN SURVEY, ABSTRACT NO. 266, THE JACOB TOWENSEND SURVEY, ABSTRACT NO. 180, AND THE JOHN ALLEN SURVEY ABSTRACT NO. 1, ALL IN ORANGE COUNTY, TEXAS, ALSO BEING OUT OF AND A PART OF THAT CERTAIN 2.00 ACRE TRACT PARCEL OF LAND CONVEYED TO MAYLOU HOLDEN, BY DEED RECORDED IN VOLUME 337 PAGE 184, BRING PART OF THAT CERTAIN 5995.21 ACRE TRACT AS DESCRIBED AS PARCEL 1 OF EXHIBIT "A" IN DEED FROM W-K-N DEVELOPMENT CORPORATION TOP OWEN ILLINOIS, INC. DATED FEBRUARY 24, 1966, AND RECORDED IN VOLUME 350 PAGE 148, DEED RECORDS, ORANGE COUNTY, TEXAS, BEING A PART OF THAT CERTAIN 1690 ACRE TRACT AS DESCRIBED IN A DEED FROM CARL G. RUSSELL, ET UX, OWEN ILLINOIS, INC. DATED JUNE 21, 1966, RECORDED IN VOLUME 356 PAGE 569, DEED RECORDS, ORANGE COUNTY, TEXAS, BEING A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED FROM NELDA C. STARK, EXECUTRIX, ET AL., TOP OWENS ILLINOIS, INC. DATED JANUARY 12, 1966 AND RECORDED IN VOLUME 348 PAGE 9, DEED RECORDS, ORANGE COUNTY, TEXAS, BEING PART OF THAT CERTAIN CALLED 25.00 ACRE TRACT AS DESCRIBED IN A DEED FROM VELAMA MILLER, ET AL., TO OWEN ILLINOIS, INC. DATED MAY 25, 1965, AND RECORDED IN VOLUME 337 PAGE 632, DEED RECORDS, ORANGE COUNTY, TEXAS, BEING PART OF THAT CERTAIN TRACT AS DESCRIBED AS TRACT A IN EXHIBIT "A" IN DEED FROM POWELL LUMBER COMPANY TO OWEN ILLINOIS, INC. DATED FEBRUARY 24, 1966, AND RECORDED IN VOLUME 350 PAGE 118, DEED RECORDS, ORANGE COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN

TRACT DESCRIBED AS TRACT B IN EXHIBIT "A" IN A DEED FROM POWELL LUMBER COMPANY TO OWENS ILLINOIS, INC., DATED FEBRUARY 24, 1966, AND RECORDED IN VOLUME 350 PAGE 118, DEED RECORDS, ORANGE, COUNTY, TEXAS.

The public hearing began at 9:52 A.M.

Mr. Manshack asked what the total acreage is in the annexation.

Dr. Oubre advised the annexation is for the mill property.

The public hearing ended at 9:56 A.M.

ADJOURNMENT

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

The meeting adjourned at 9:56 A.M.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

STATE OF TEXAS }

June 29, 2015

COUNTY OF ORANGE }

BE IT REMEMBERED THAT a Special Call Meeting of the City Council of the City of Orange, Orange County, Texas, was held in the Library Auditorium on Monday, June 29, 2015.

COUNCIL MEMBERS PRESENT:	Jimmy Sims	Mayor
	Mary McKenna	Mayor Pro Tem
	Patrick A. Pullen	Council Member
	Bill Mello	Council Member

COUNCIL MEMBERS ABSENT:	Dr. Wayne Guidry	Council Member
	Essie Bellfield	Council Member
	Larry Spears Jr.	Council Member

STAFF MEMBERS PRESENT:	Dr. Shawn Oubre	City Manager
	Jay Trahan	Assistant City Manager, Director of Economic Development
	Rhonda Haskins	City Secretary
	Patricia Anderson	Deputy City Secretary
	David Frenzel	Fire Chief
	Kelvin Knauf	Director of Planning and C o m m u n i t y Development
	John Cash Smith	City Attorney

STAFF MEMBERS ABSENT: None

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

PUBLIC HEARINGS

CONDUCT A SECOND PUBLIC HEARING TO RECEIVE COMMENTS REGARDING THE PROPOSED ANNEXATION OF A 30 FOOT STRIP OF LAND, 15 FOOT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, AND ALSO BEING OUT OF THE PHRAJAN SURVEY ABSTRACT NO. 90, THE WM. WRIGHT SURVEY, ABSTRACT NO. 235, AND THE WILLIAM MORGAN SURVEY ABSTRACT NO. 265, ORANGE COUNTY TEXAS, ALSO BEING OUT OF AND A PART OF THAT CERTAIN 4321.674 ACRE TRACT PARCEL OF LAND CONVEYED TO TEMPLE INLAND FOREST PRODUCTS CORPORATION, BY DEED RECORDED IN VOLUME 725 PAGE 630, OF THE OFFICIAL PUBLIC RECORDS, OF REAL PROPERTY, ORANGE COUNTY, TEXAS.

The public hearing began at 9:02 A.M.

Dr. Oubre advised fire and police services will continue to the proposed annexation property in the service plan. Other services such as water, sewer, etc. will be negotiated in the 380 agreement. Copies of the service plans are available in the foyer. These comments are for both public hearings.

Bobby Manshack advised he would like clarification concerning the 30 foot strip of land being annexed. He feels the description is vague. He can not tell where the strip is and what is the purpose of annexing the 30 foot strip. He asked when a map will be available to view. He said the purpose of him attending the meeting is to find out what will happen to Little Cypress, what services will be provided to the citizens and what is going to happen to ESD #3. He feels the citizens of Little Cypress will be at risk.

The public hearing ended at 9:15 A.M.

CONDUCT A SECOND PUBLIC HEARING TO RECEIVE COMMENTS REGARDING THE PROPOSED ANNEXATION OF A 1160.870 ACRE TRACT OR PARCEL OF LAND OUT OF THE CHARLES MORGAN SURVEY ABSTRACT NO. 18, THE WILLIAM MORGAN SURVEY, ABSTRACT NO. 266, THE JACOB TOWENSEND SURVEY, ABSTRACT NO. 180, AND THE JOHN ALLEN SURVEY ABSTRACT NO. 1, ALL IN ORANGE COUNTY, TEXAS, ALSO BEING OUT OF AND A PART OF THAT CERTAIN 2.00 ACRE TRACT PARCEL OF LAND CONVEYED TO MAYLOU HOLDEN, BY DEED RECORDED IN VOLUME 337 PAGE 184, BRING PART OF THAT CERTAIN 5995.21 ACRE TRACT AS DESCRIBED AS PARCEL 1 OF EXHIBIT "A" IN DEED FROM W-K-N DEVELOPMENT CORPORATION TOP OWEN ILLINOIS, INC. DATED FEBRUARY 24, 1966, AND RECORDED IN VOLUME 350 PAGE 148, DEED RECORDS, ORANGE COUNTY, TEXAS, BEING A PART OF THAT CERTAIN 1690 ACRE TRACT AS DESCRIBED IN A DEED FROM CARL G. RUSSELL, ET UX, OWEN ILLINOIS, INC. DATED JUNE 21, 1966, RECORDED IN VOLUME 356 PAGE 569, DEED RECORDS, ORANGE COUNTY, TEXAS, BEING A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED FROM NELDA C. STARK, EXECUTRIX, ET AL., TO OWEN ILLINOIS, INC. DATED JANUARY 12, 1966 AND RECORDED IN VOLUME 348 PAGE 9, DEED RECORDS, ORANGE COUNTY, TEXAS, BEING PART OF THAT CERTAIN CALLED 25.00 ACRE TRACT AS DESCRIBED IN A DEED FROM VELAMA MILLER, ET AL., TO OWEN ILLINOIS, INC. DATED MAY 25, 1965, AND RECORDED IN VOLUME 337 PAGE 632, DEED RECORDS, ORANGE COUNTY, TEXAS, BEING PART OF THAT CERTAIN TRACT AS DESCRIBED AS TRACT A IN EXHIBIT "A" IN DEED FROM POWELL LUMBER COMPANY TO OWEN ILLINOIS, INC, DATED FEBRUARY 24, 1966, AND RECORDED IN VOLUME 350 PAGE 118, DEED RECORDS, ORANGE COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN TRACT DESCRIBED AS TRACT B IN EXHIBIT "A" IN A DEED FROM POWELL LUMBER COMPANY TO OWEN ILLINOIS, INC., DATED FEBRUARY 24, 1966, AND RECORDED IN VOLUME 350 PAGE 118, DEED RECORDS, ORANGE COUNTY, TEXAS.

The public hearing began at 9:18 A.M.

Mr. Manshack advised the service plan reflects 1150 acres to be annexed and the new verbage says 1160 acres. He would like to know what is the purpose of the increase in acres. He wants the City of Orange to do what is best for its citizens.

Barry Bates, 1695 W. Bluff Road, advised he has concerns about a tax abatement agreement he received between Temple Inland and the County of Orange. Mayor Sims and Dr. Oubre advised he would have to talk to the County about the agreement.

Mr. Manshack asked when the annexation ordinance will be on the City agenda.

Mr. Smith advised the City is doing everything right and legal. Negotiations will be done at the appropriate time.

The public hearing ended at 9:33 A.M.

ADJOURNMENT

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

The meeting adjourned at 9:33 A.M.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

Proclamation

OFFICE OF THE MAYOR

City of Orange

WHEREAS on May 24, 2015 officers of the Orange Police Department responded to a tragic double fatality traffic accident in the 1200 block of Park Street; and

WHEREAS Lt. Eric Ellison was one of the police officers who responded to the call; and

WHEREAS Lt. Ellison was assigned the duty of notifying the next of kin about the loss of their family members; and

WHEREAS Lt. Ellison made contact with 18 year old Kazzie Portie who is the son of the deceased; and

WHEREAS Lt. Ellison remained with Kazzie until family, friends and his Youth Pastor, Brandon Lee, of the Orange Fire Department arrived to offer further support; and

WHEREAS Kazzie, a senior at Little Cypress -Mauriceville High School was scheduled to graduate the following Saturday; and

WHEREAS Lt. Ellison provided encouragement to Kazzie and assured him that his parents would have wanted him to attend the graduation and walk; and

WHEREAS Lt. Ellison promised Kazzie that he would be at the graduation to support him; and

WHEREAS Kazzie did attend the graduation, received his diploma and was greeted on the stage by Lt. Ellison;

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

LIEUTENANT ERIC ELLISON

for his selfless act of kindness.

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 14th day of July, 2015.

Jimmy Sims, Mayor

Memorandum

To: Mayor and Council
From: Dr. Shawn Oubre
Date: June 22, 2015
Subject: Entergy Texas, Inc.'s Base Rate Case and Notice of Upcoming Meeting of the Steering Committee of Cities

On June 12, 2015, Entergy Texas, Inc. ("Entergy" or "Company") filed its statement of intent to change rates with the Texas Public Utility Commission ("PUC"). The Company requests the following:

- An overall base rate and rider increase of \$75.3 million annually, representing a 9.12% increase in total base rate and rider revenues.
- A \$35.3 million annual increase in revenues from residential customers, representing an 8.20% increase in base rate and rider revenues. If approved, Entergy's base rate increase request would result in a monthly increase of \$6.81 for an average residential customer using 1000 kWh per month.
- Significant rate increases to its street lighting tariffs. The overall requested revenue increase for the lighting service class is \$2.9 million, which is a 22.44% increase over current rates.
- Inclusion of capital investment, operating expenses, and taxes related to the Company's proposed acquisition of the Union Power Station in El Dorado, Arkansas. This portion of the application alone represents \$56.1 million of the total proposed revenue increase.

Entergy has proposed that the base rate increase become effective on July 17, 2015. Our attorney, Dan Lawton, recommends that the Cities suspend the effective date of the proposed rate increase to permit time to review Entergy's request and make an informed recommendation to the Cities.

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF ORANGE, TEXAS AUTHORIZING THE SUSPENSION OF THE EFFECTIVE DATE FOR AN ADDITIONAL NINETY (90) DAYS BEYOND THE JULY 17, 2015, EFFECTIVE DATE PROPOSED BY ENTERGY TEXAS, INC., IN CONNECTION WITH ITS RATE INCREASE APPLICATION ENTITLED "APPLICATION OF ENTERGY TEXAS, INC. FOR AUTHORITY TO CHANGE RATES", FILED ON JUNE 12, 2015; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS, REQUIRING REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; 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 June 12, 2015, Entergy Texas, Inc. ("Entergy") filed a Statement of Intent with the City to increase electric rates and implement tariff riders and surcharges in the Entergy Service Area; and

WHEREAS, Cities have exclusive original jurisdiction over the rates, operations and services of an electric utility in areas in the municipality pursuant to the Public Utility Regulatory Act §33.001(a); and

WHEREAS, Public Utility Regulatory Act § 33.021 requires a local regulatory authority to make a reasonable determination of rate base, expenses, investment and rate of return and retain the necessary personnel to determine reasonable rates; and

WHEREAS, the City's reasonable cost for regulatory expenses in ratemaking proceedings shall be reimbursed by the electric utility under Public Utility Regulatory Act § 33.023; and

WHEREAS, given the complexity of the proposed rate increase and the need to fully review the proposed base rate and riders, it is necessary to suspend the effective date for implementing the proposed rates until at least October 15, 2015, in order to allow the City's rate experts sufficient time to determine the merits of Entergy's proposed rates; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating Entergy's \$75.3 million base rate increase request and Entergy's proposed surcharges and riders, City's efforts will be coordinated with similarly situated municipalities through the Entergy Texas, Inc. Cities Service Area Steering Committee; and

WHEREAS, the City will join with other Entergy service area municipalities in a steering committee in order to coordinate the hiring and direction of counsel and consultants working on behalf of the steering committee and the City; and

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

Section 1. That 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 Entergy's proposed rate increase, and the proposed tariffs related thereto, is hereby suspended for an additional ninety (90) days until October 15, 2015, in order to complete the review and investigation by City's experts.

Section 3. The City is authorized to join with other municipalities as part of the Entergy Texas, Inc. Service Area Steering Committee with the understanding that the steering committee will provide direction and guidance to the lawyers who are representing said cities.

Section 4. The City employs The Lawton Law Firm, P.C. to represent the City with regard to Entergy's proposed rate increase before local and state regulatory authorities and any court of law and authorizes counsel to employ such rate experts as are recommended by the Cities' Steering Committee.

Section 5. The Steering Committee shall review the invoices of the lawyers and rate experts for reasonableness.

Section 6. City's legal representatives shall have the right to obtain additional information from Entergy through the service of requests for information.

Section 7. Entergy shall reimburse the City, for the reasonable costs of attorney and consultant expenses related thereto, upon the presentation of invoices reviewed by the Steering Committee.

Section 8. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. This Ordinance shall become effective from and after its passage.

PASSED, APPROVED, and ADOPTED on this the 14th day of July 2015.

THE CITY OF ORANGE, TEXAS

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED AS TO FORM:

City Attorney

DEVELOPMENT AGREEMENT

This Agreement (“Agreement”) is entered into pursuant to the Texas Local Government Code, Chapter 212, Subchapter G, and is entered into to be effective January 1, 2015 between the City of Orange, Texas, a Texas home-rule municipality (“City”), and International Paper Company, a New York corporation, together with its parents, subsidiaries and affiliates (collectively, the “Company”). The City and the Company may be referred to collectively as the “Parties.”

RECITALS

WHEREAS:

- (1) The City of Orange has authority to annex property in its extraterritorial jurisdiction pursuant to Chapter 43 of the Texas Local Government Code; and
- (2) The Company owns 1,160.870 acres, more or less, of land, improvements and tangible personal property located within the Industrial District previously designated by the City as the City of Orange Industrial District and a 30 foot private road right of way (the “Property”), which property is more particularly depicted in Exhibit “A” attached to this Agreement; and
- (3) The City has the authority to annex the Property; and
- (4) Pursuant to the authority granted under section 42.044 of the Texas Local Government Code, the City and the Company were parties to that one certain Industrial District Agreement dated January 1, 2005, and that one certain Addendum to Industrial District Agreement dated May 13, 2008 (collectively, “IDA”); and
- (5) The IDA provided that, during the term of the IDA, and subject to the provisions of the IDA, the Property would continue to retain its status as an industrial district as part of the extraterritorial jurisdiction of the City; and
- (6) The IDA further provided that to the extent that the Property was within the industrial district and not within the corporate limits of the City as of the effective date of the IDA, the Property would remain immune from annexation by the City during the term of the IDA; and
- (7) The IDA further provided that upon the expiration of the IDA, the Company’s immunity from annexation granted to the Company’s properties would terminate and, in that event, the City shall have the right to commence annexation proceedings as to any or all of the Company’s properties covered by the IDA, notwithstanding any of the terms and provisions of the IDA; and

- (8) The IDA has expired, the parties have been unable to reach agreement regarding the terms of a new IDA, and the City is prepared to exercise its right to annex the Property; and
- (9) The City has the authority to negotiate a development agreement with the Company under section 212.172 of the Texas Local Government Code; and
- (10) Section 212.172 of the Texas Local Government Code authorizes the City Council to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the City to provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties, specify the uses and development of the land before and after annexation, and include other lawful terms and considerations the parties consider appropriate; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived herefrom by the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION ONE:

The City agrees as follows:

- (1) The City will provide the following municipal services with respect to the Property upon annexation: Police Protection, Fire Protection, and Emergency Medical Service – Basic Life Support.
- (2) Notwithstanding any other city regulation to the contrary, including, but not limited to, the City's Zoning Ordinance, Company may use the Property for the purposes for which it currently is used, including agricultural purposes, timber, and the manufacture of industrial packaging (containerboard), throughout the term of this Agreement.
- (3) The City covenants and agrees that, during the term of this Agreement, it will not extend or enforce with respect to the Property any ordinances, rules or regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise, in any manner whatsoever, control over the conduct of the Company's business with respect to the Property, except as otherwise required by applicable federal or state law mandating that the City act.
- (4) All existing roads located on the Property on the date of annexation, and any road that the Company may construct or cause to be constructed on the Property during the term of this Agreement, shall

be considered authorized "truck routes" or "through streets" of the City of Orange, Texas within the meaning of Article 10.900 of the City of Orange Code of Ordinances, as amended.

SECTION TWO:

Company agrees as follows:

- (1) Because the Company and the City have been unable to reach agreement regarding an IDA, this Agreement shall constitute a petition by Company to the City for voluntary annexation of the Property.
- (2) The City shall not be obligated to provide the Company with any municipal services, other than as stated in Section One, with respect to the Property for the duration of this Agreement. To the extent that the Company could otherwise claim a right to municipal services upon annexation, Company hereby waives and disclaims its right to such municipal services, including, but not limited to: Solid Waste Collection, Operation and Maintenance of Water and Wastewater Facilities, Operation and Maintenance of Roads and Streets, Including Street Lighting, and Operation and Maintenance of Parks, Playgrounds and Swimming Pools.
- (3) Company hereby waives its right to petition the City for disannexation for failure to provide services pursuant to section 43.141 of the Texas Local Government Code, except for those services that the Parties have agreed that the City shall provide herein. This paragraph shall survive the expiration of the Term of this Agreement.
- (4) Company agrees that in the event of disannexation following the termination of this Agreement, Company will have received all refunds of taxes and fees to which it might otherwise be entitled pursuant to section 43.148 of the Texas Local Government Code, and Company shall not be entitled to any additional refund. This paragraph shall survive the expiration of the Term of this Agreement.

SECTION THREE:

The term of this Agreement (the "Term") shall begin on the Effective Date of January 1, 2015 and shall end on December 31, 2030, unless sooner terminated as provided for herein. Notwithstanding the foregoing, if for any reason the Chapter 380 Economic Development Program Agreement between the City and the Company dated January 1, 2015 is terminated for any reason, then this Agreement shall terminate at the same time, and the City shall cooperate with the Company in connection with any request by the Company to have the Property disannexed by the City. The Agreement may be extended for an

additional period or periods by mutual agreement between the City and the Company and/or its assigns or successors.

This Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

This Agreement will inure to the benefit of and be binding upon the City and the Company, and upon the Company's successors and assigns, affiliates and subsidiaries, and will remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all of any part of the land, improvements or tangible personal property belonging to it and located within the Company's annexed Property. The benefits inuring to and obligations assumed by the Company under this Agreement will also extend to the Company's "affiliates" located within the Company's annexed Property, and where reference is made herein to land and property owned by the Company, such reference shall also include land and property owned within the annexed Property by the Company's "affiliates." The word "Affiliate" means all corporations, partnerships, associations, firms or other business enterprises that directly or indirectly, through one or more intermediaries, at the time in question, control the Company or are controlled by the Company or are under common control with the Company.

No assignment of this Agreement, in whole or in part, or of any duty or obligation of performance hereunder shall be made in whole or in part by any Party hereto without the prior written consent of the other Party hereto.

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their trustees, officers, employees and agents as

a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect, and all obligations of the Parties created hereunder are performable in Orange County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Orange County, Texas. The Parties further agree that any action arising under this Agreement that meets the legal requirements for jurisdiction in a federal court shall have exclusive venue in a state district in and for Orange County, Texas.

[Remainder of page intentionally left blank]

International Paper Company

By: _____
Roman Gallo
Vice President of Manufacturing
Containerboard West

STATE OF TENNESSEE §

COUNTY OF SHELBY §

BEFORE ME, the undersigned authority, on this day personally appeared Roman Gallo known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of International Paper Company, a New York corporation, as its Vice President of Manufacturing Containerboard West, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the ____ day of _____, 2015.

Notary Public, State of Tennessee

My Commission expires: _____

City of Orange, Texas

By: _____
Shawn Oubre, City Manager

STATE OF TEXAS §

COUNTY OF ORANGE §

BEFORE ME, the undersigned authority, on this day personally appeared Shawn Oubre, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Orange, Texas, a Texas home rule municipality, as its City Manager, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the ____ day of _____, 2015.

Notary Public, State of Texas

My Commission expires: _____

Exhibit A:
LEGAL DESCRIPTION OF PROPERTY

June 5, 2015

Being a 1160.870 acre tract or parcel of land out of the CHARLES MORGAN SURVEY ABSTRACT No. 18, the WILLIAM MORGAN SURVEY, ABSTRACT No. 266, the JACOB TOWENSEND SURVEY, ABSTRACT No. 180, and the JOHN ALLEN SURVEY ABSTRACT No. 1, all in Orange County, Texas, also being out of and a part of that certain 2.00 acre tract parcel of land conveyed to Maylou Holden, by deed recorded in Volume 337 Page 184, bring part of that certain 5995.21 acre tract as described as Parcel 1 of Exhibit "A" in deed from W-K-N Development Corporation to Owen Illinois, Inc. dated February 24, 1966, and recorded in Volume 350 Page 148, Deed Records, Orange County, Texas, being a part of that certain 1690 acre tract as described in a deed from Carl G. Russell, et ux, Owen Illinois, Inc. dated June 21, 1966, recorded in Volume 356 Page 569, Deed Records, Orange County, Texas, being a part of that certain tract of land as described in a deed from Nelda C. Stark, Executrix, et al., to Owens Illinois, Inc. dated January 12, 1966 and recorded in Volume 348 Page 9, Deed Records, Orange County, Texas, being part of that certain called 25.00 acre tract as described in a deed from Velama Miller, et al., to Owen Illinois, Inc. dated May 25, 1965, and recorded in Volume 337 Page 632, Deed Records, Orange County, Texas, being part of that certain tract as described as Tract A in Exhibit "A" in deed from Powell Lumber Company to Owen Illinois, Inc. dated February 24, 1966, and recorded in Volume 350 Page 118, Deed Records, Orange County, Texas, and being part of that certain tract described as Tract B in Exhibit "a" in a deed from Powell Lumber Company to Owens Illinois, Inc., dated February 24, 1966, and recorded in Volume 350 Page 118, Deed Records, Orange County, Texas, said 1160.870 acres of land to be more particularly described by meted and bounds as follows;

BEGINNING at a ½" iron rod set for corner in the West Boundary line of that certain 5.00 acre tract as described in a deed from Powell Lumber Company to M. Holden et ux recorded in Volume 58 Page 175, Deed Records of Orange County, Texas, said point for corner being at the intersection of the West boundary line of said 5.00 acre tract with the South Boundary line of a 40 foot wide road easement as recorded in a deed from Powell Lumber Company to Orange County and recorded in Volume 59 Page 383, Deed Records of Orange County, Texas said point for corner being the South 00 Deg. 14 Min. 09 Sec. West, a distance of 40.01 feet from the Northwest corner of said 5.00 acre tract, the Northwest corner of said 5.00 acre tract being on the North boundary line of said Chas. Morgan Survey ;

THENCE South 00 Deg. 14 Min. 09 Sec. West, for a distance of 374.93 feet, to a point for corner;
THENCE South 89 Deg. 54 Min. 56 Sec. East, for a distance of 701.27 feet, to a point for corner;
THENCE South 00 Deg. 00 Min. 00 Sec. East, for a distance of 358.45 feet, to a point for corner;
THENCE North 90 Deg. 00 Min. 00 Sec. East, for a distance of 667.39 feet, to a point for corner;
THENCE South 00 Deg. 00 Min. 00 Sec. East, for a distance of 506.71 feet, to a point for corner;
THENCE North 90 Deg. 00 Min. 00 Sec. East, for a distance of 1728.57 feet, to a point for corner;

THENCE South 00 Deg. 00 Min. 00 Sec. East, for a distance of 1280.78 feet, to a point for corner;
THENCE North 86 Deg. 36 Min. 35 Sec. West, for a distance of 1171.53 feet, to a point for corner;
THENCE South 03 Deg. 23 Min. 25 Sec. West, for a distance of 1025.87 feet, to a point for corner;
THENCE North 86 Deg. 36 Min. 35 Sec. West, for a distance of 532.73 feet, to a point for corner;
THENCE South 03 Deg. 23 Min. 25 Sec. West, for a distance of 757.07 feet, to a point for corner;
THENCE South 86 Deg. 36 Min. 35 Sec. East, for a distance of 306.30 feet, to a point for corner;
THENCE South 03 Deg. 23 Min. 25 Sec. West, for a distance of 375.00 feet, to a point for corner;
THENCE South 86 Deg. 36 Min. 35 Sec. East, for a distance of 1211.05 feet, to a point for corner;
THENCE South 03 Deg. 23 Min. 25 Sec. West, for a distance of 1015.38 feet, to a point for corner;
THENCE South 45 Deg. 21 Min. 28 Sec. East, for a distance of 1500.00 feet, to a point for corner;
THENCE South 59 Deg. 58 Min. 22 Sec. East, for a distance of 139.89 feet, to a point for corner;
THENCE South 77 Deg. 21 Min. 30 Sec. East, for a distance of 166.43 feet, to a point for corner;
THENCE North 89 Deg. 50 Min. 13 Sec. East, for a distance of 41.00 feet, to a point for corner;
THENCE North 00 Deg. 09 Min. 47 Sec. West, for a distance of 1028.48 feet, to a point for corner;
THENCE North 89 Deg. 50 Min. 13 Sec. East, for a distance of 602.25 feet, to a point for corner;
THENCE South 00 Deg. 09 Min. 47 Sec. East, for a distance of 1078.47 feet, to a point for corner;
THENCE South 89 Deg. 50 Min. 13 Sec. West, for a distance of 648.86 feet, to a point for corner;
THENCE North 77 Deg. 21 Min. 34 Sec. West, for a distance of 179.69 feet, to a point for corner;
THENCE North 59 Deg. 58 Min. 23 Sec. West, for a distance of 153.95 feet, to a point for corner;
THENCE North 45 Deg. 21 Min. 28 Sec. West, for a distance of 1962.76 feet, to a point for corner;
THENCE South 89 Deg. 03 Min. 24 Sec. West, for a distance of 238.81 feet, to a point for corner;
THENCE South 52 Deg. 42 Min. 39 Sec. West, for a distance of 1462.99 feet, to a point for corner;
THENCE South 25 Deg. 02 Min. 45 Sec. East, for a distance of 3103.09 feet, to a point for corner;
THENCE South 68 Deg. 19 Min. 45 Sec. East, for a distance of 631.62 feet, to a point for corner;
THENCE South 32 Deg. 45 Min. 48 Sec. East, for a distance of 204.10 feet, to a point for corner;
THENCE North 57 Deg. 13 Min. 01 Sec. East, for a distance of 1190.21 feet, to a point for corner;
THENCE North 81 Deg. 39 Min. 04 Sec. East, for a distance of 881.04 feet, to a point for corner;
THENCE South 85 Deg. 46 Min. 30 Sec. East, for a distance of 1309.86 feet, to a point for corner;
THENCE South 30 Deg. 18 Min. 50 Sec. East, for a distance of 890.06 feet, to a point for corner;
THENCE South 89 Deg. 32 Min. 19 Sec. East, for a distance of 129.48 feet, to a point for corner;
THENCE South 22 Deg. 45 Min. 29 Sec. East, for a distance of 162.94 feet, to a point for corner;
THENCE South 66 Deg. 33 Min. 02 Sec. West, for a distance of 92.41 feet, to a point for corner;
THENCE South 10 Deg. 31 Min. 39 Sec. West, for a distance of 1272.03 feet, to a point for corner;

THENCE South 35 Deg. 23 Min. 04 Sec. West, for a distance of 737.88 feet, to a point for corner;
THENCE South 27 Deg. 45 Min. 18 Sec. West, for a distance of 889.40 feet, to a point for corner;
THENCE South 08 Deg. 49 Min. 03 Sec. East, for a distance of 1923.57 feet, to a point for corner;
THENCE South 32 Deg. 05 Min. 01 Sec. West, for a distance of 864.02 feet, to a point for corner;
THENCE South 31 Deg. 35 Min. 07 Sec. West, for a distance of 1425.04 feet, to a point for corner;
THENCE North 88 Deg. 06 Min. 05 Sec. West, for a distance of 1238.23 feet, to a point for corner;
THENCE South 46 Deg. 20 Min. 25 Sec. West, for a distance of 172.69 feet, to a point for corner;
THENCE South 87 Deg. 18 Min. 33 Sec. West, for a distance of 328.07 feet, to a point for corner;
THENCE North 23 Deg. 56 Min. 07 Sec. West, for a distance of 370.96 feet, to a point for corner;
THENCE North 05 Deg. 44 Min. 10 Sec. West, for a distance of 539.83 feet, to a point for corner;
THENCE North 16 Deg. 07 Min. 31 Sec. West, for a distance of 354.54 feet, to a point for corner;
THENCE North 61 Deg. 42 Min. 45 Sec. West, for a distance of 336.36 feet, to a point for corner;

THENCE North 04 Deg. 54 Min. 56 Sec. West, for a distance of 332.13 feet, to a point for corner;
THENCE North 23 Deg. 35 Min. 21 Sec. West, for a distance of 362.02 feet, to a point for corner;
THENCE North 16 Deg. 53 Min. 15 Sec. West, for a distance of 332.17 feet, to a point for corner;
THENCE North 07 Deg. 06 Min. 18 Sec. West, for a distance of 506.11 feet, to a point for corner;
THENCE North 07 Deg. 43 Min. 32 Sec. West, for a distance of 453.49 feet, to a point for corner;
THENCE North 18 Deg. 45 Min. 10 Sec. East, for a distance of 470.50 feet, to a point for corner;
THENCE North 22 Deg. 11 Min. 22 Sec. East, for a distance of 522.15 feet, to a point for corner;
THENCE North 00 Deg. 19 Min. 44 Sec. West, for a distance of 313.42 feet, to a point for corner;
THENCE North 13 Deg. 25 Min. 50 Sec. East, for a distance of 856.71 feet, to a point for corner;
THENCE North 05 Deg. 41 Min. 33 Sec. East, for a distance of 872.39 feet, to a point for corner;
THENCE North 17 Deg. 58 Min. 53 Sec. West, for a distance of 377.03 feet, to a point for corner;
THENCE North 59 Deg. 22 Min. 32 Sec. East, for a distance of 404.84 feet, to a point for corner;
THENCE North 32 Deg. 45 Min. 48 Sec. West, for a distance of 178.47 feet, to a point for corner;
THENCE North 68 Deg. 19 Min. 45 Sec. West, for a distance of 637.70 feet, to a point for corner;
THENCE North 25 Deg. 02 Min. 45 Sec. West, for a distance of 3117.47 feet, to a point for corner;
THENCE South 52 Deg. 42 Min. 37 Sec. West, for a distance of 982.05 feet, to a point for corner;
THENCE North 88 Deg. 41 Min. 09 Sec. East, for a distance of 215.34 feet, to a point for corner;
THENCE South 00 Deg. 55 Min. 27 Sec. East, for a distance of 1200.13 feet, to a point for corner;
THENCE South 89 Deg. 01 Min. 28 Sec. West, for a distance of 1000.01 feet, to a point for corner;
THENCE North 00 Deg. 55 Min. 45 Sec. West, for a distance of 683.83 feet, to a point for corner;
THENCE North 52 Deg. 42 Min. 37 Sec. East, for a distance of 1907.13 feet, to a point for corner;
THENCE North 25 Deg. 02 Min. 45 Sec. West, for a distance of 462.34 feet, to a point for corner;
THENCE North 86 Deg. 36 Min. 35 Sec. West, for a distance of 432.94 feet, to a point for corner;
THENCE North 03 Deg. 23 Min. 25 Sec. East, for a distance of 493.57 feet, to a point for corner;
THENCE North 86 Deg. 36 Min. 35 Sec. West, for a distance of 3085.48 feet, to a point for corner;
THENCE North 13 Deg. 14 Min. 29 Sec. West, for a distance of 3192.45 feet, to a point for

corner;

THENCE South 86 Deg. 36 Min. 35 Sec. East, for a distance of 2112.75 feet, to a point for corner;

THENCE North 03 Deg. 23 Min. 25 Sec. East, for a distance of 421.31 feet, to a point for corner;

THENCE South 86 Deg. 36 Min. 35 Sec. East, for a distance of 573.90 feet, to a point for corner;

THENCE North 03 Deg. 23 Min. 25 Sec. East, for a distance of 1800.00 feet, to a point for corner;

THENCE North 89 Deg. 08 Min. 23 Sec. East, for a distance of 300.00 feet, to a point for corner;

THENCE North 00 Deg. 51 Min. 37 Sec. West, for a distance of 5.00 feet, to a point for corner;

THENCE North 89 Deg. 13 Min. 27 Sec. East, for a distance of 443.45 feet, to a point for corner,

which is the POINT OF BEGINNING, and containing 1,160.870 acres or 50,567,517.8 square feet.



Anderson Surveying & Mapping, Inc.

P. O. Box 692
Bridge City, TX 77611
(409) 735-6161 Fax (409) 735-5544

LEGAL DESCRIPTION 30 foot Strip of Property

May 19, 2015

Being a 30 foot Strip of Property, 15 foot on each side of the following described centerline, and being out of the PHRAJAN SURVEY ABSTRACT No. 267, the FYC GUTHRIE SURVEY, ABSTRACT No. 90, the WM. WRIGHT SURVEY, ABSTRACT No. 235, and the WILLIAM MORGAN SURVEY ABSTRACT No. 265, Orange County, Texas, also being out of and a part of that certain 4321.674 acre tract or parcel of land conveyed to Temple Inland Forest Products Corporation, by deed recorded in Volume 725 Page 630, of the Official Public Records, of Real Property, Orange County, Texas, said 30 foot strip of land being more particularly described as follows;

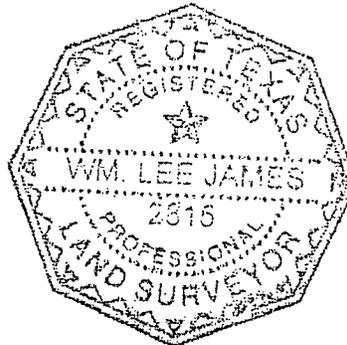
BEGINNING at a point for corner in the East right-of-way line of State Highway 87, and the East line of said 4321.674 acre tract, also being 30 foot South 09 Deg, 25 Min. 00 Sec. East, a distance of 27.62 feet, from the intersection of the East right-of-way line of said S.H. 87, and the Southwest corner of that certain 1-1/2 acre tract or parcel of land conveyed to I.C. Manshack, by deed recorded in Volume 670 Page 350, of the Official Public Records, of Real Property, Orange County, Texas ;

THENCE North 89 Deg.16 Min.48 Sec. East, for a distance of 3469.67 feet, to a point for corner;

THENCE North 53 Deg.09 Min.37 Sec. East, for a distance of 1691.46 feet, to a point for corner;

THENCE North 52 Deg.53 Min.36 Sec. East, for a distance of 2040.57 feet, to the POINT OF TERMINATION;


WM. LEE JAMES R.P.L.S. No. 2815
Job#15-00132-strip



RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ORANGE, TEXAS AND INTERNATIONAL PAPER COMPANY TO PROVIDE FOR THE ANNEXATION OF THE LAND AS A WHOLE OR IN PARTS AND TO PROVIDE FOR THE TERMS OF ANNEXATION, SPECIFY THE USES AND DEVELOPMENT OF THE LAND BEFORE AND AFTER ANNEXATION, AND OTHER LAWFUL TERMS AND CONSIDERATIONS THE PARTIES CONSIDER APPROPRIATE.

WHEREAS, the Industrial Development Agreement dated January 1, 2005, as amended, between the City of Orange and International Paper Company has expired; and

WHEREAS, the parties have been unable to reach agreement regarding the terms of a new IDA; and

WHEREAS, the City has the authority to negotiate a development agreement with the Company under section 212.172 of the Texas Local Government Code; and

WHEREAS, Section 212.172 of the Texas Local Government Code authorizes the City Council to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the City to provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties, specify the uses and development of the land before and after annexation, and include other lawful terms and considerations the parties consider appropriate;

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

That the City Manager is hereby authorized to execute the attached Development Agreement; and that this resolution is

PASSED and APPROVED on this the 14th day of July, 2015.

Jimmy Sims, Mayor

ATTEST:

APPROVED AS TO FORM:

Rhonda Haskins, City Secretary

John Cash Smith, City Attorney

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS
STRONGLY SUPPORTING AND REQUESTING THE ESTABLISHMENT OF A
VETERANS ADMINISTRATION MEDICAL INPATIENT HOSPITAL IN ORANGE
COUNTY, TEXAS.**

WHEREAS, this nation and its citizens owe a great debt to the men and women of the military who answered the call to duty and who paid with their blood, sweat and tears for the many freedoms we citizens enjoy today; and

WHEREAS, we citizens owe our security and democratic form of government to our military veterans who preserved the past and those currently serving protecting our present and future; and

WHEREAS, military veterans are entitled to the best medical care this nation has to offer; and

WHEREAS, the two closest inpatient medical centers that serve Orange County residents are in Houston, Texas and Baton Rouge, Louisiana; and

WHEREAS, many military veterans are dependent on the Veterans Administration (VA) for their medical care. The difficulty and expense to travel to Houston or Baton Rouge medical facilities often make it difficult for many elderly and disabled veterans to avail themselves of services at those facilities; and

WHEREAS, the interstate highway system, bridge crossings and traffic congestion at times make commuting to VA inpatient facilities difficult and lengthy; and

WHEREAS, there are more than 6,000 veterans in Orange County; and

WHEREAS, the closing of Baptist Hospital of Southeast Texas-Orange as the only inpatient services hospital in Orange County creates an opportunity to address a need; and

WHEREAS, all military veterans deserve timely and better access to VA medical services than are now available;

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 expresses strong support for and requests, at the earliest opportunity, the establishment of a Veterans Administration Medical Inpatient Hospital in Orange County, Texas.

PASSED, APPROVED and ADOPTED on this the 14th day of July, 2015.

Jimmy Sims, Mayor

ATTEST:

APPROVED:

Rhonda Haskins, City Secretary

City Attorney

INTEROFFICE MEMORANDUM

TO: MAYOR AND COUNCIL
FROM: SHAWN OUBRE, PH. D.
SUBJECT: ORANGE COUNTY HOSPITAL INITIATIVE
DATE: JULY 6, 2015
CC: JACK SMITH

The citizens of Orange County deserve the best medical care available. With the recent closing of inpatient services at Baptist Orange Hospital, the local governments, business leaders, and local physicians have formed a stakeholders group to determine the next path forward as a community.

After many meetings, pursuit of other providers, and discussions with consultants, the stakeholders have determined that the next step is to hire a consultant to focus on the needs of the community. The chosen consultant is the NewLight Healthcare which made a presentation to the group on June 17, 2015. The scope of work will be a financial pro forma for a new hospital in Orange County. The hospital will be between 15-40 beds and 6-10 emergency room beds. The study will include possible partnerships for funding and operation.

This is an important time in the community. We all understand the importance to our citizens, industry, economy, and economic development in having a fully operational hospital in our community. The total cost for the study is \$37,750.00 plus approved expenses.

NewLight can begin within 10 days of executing the agreement and complete the project within 90-120 days. The City of Orange will execute the contract and be the responsible party for collecting from other entities monies for the study and pay NewLight. Council is asked to authorize the City Manager to execute the contract and have work begin on the study.



**REQUEST FOR PROPOSAL FOR
Orange, TX
for
FINANCIAL PRO FORMA OF NEW HOSPITAL
CONSTRUCTION AND OPERATION & DEMOGRAPHIC AND
SERVICE NEEDS ASSESSMENT**

Orange, TEXAS

May 25, 2015

QUALIFICATION CRITERIA:

NewLight Healthcare, founded in April 2010, is an Austin, Texas based hospital management and consulting company focused on serving the needs of rural, urban, and community hospitals and nursing homes. Our team has extensive experience in the planning, development, opening, and operations of both Prospective Payment System Hospitals (PPS) and Critical Access Hospitals (CAH).

NewLight's CEO has over 22 years of healthcare experience. Throughout his career, he has developed over 50 medical facilities, including hospitals, medical office buildings, ambulatory surgery centers, cancer treatment centers, and dialysis centers.

NewLight has contracted with eighteen hospitals throughout Texas, Oklahoma, and New Mexico to provide a myriad of services since 2010. These services included single scope consulting engagements all the way up to full management services that require NewLight to place the executive team on-site and be responsible for the day-to-day management of the facility along with the profit & loss responsibility. The executive teams being placed on-site consist of the CEO & CFO. NewLight has a wholly owned subsidiary, The LTC Group, which currently has over 35 nursing home clients focusing on federal reimbursement maximization approaches and federal program implementations specific to the nursing home market.

NewLight Healthcare offers a vast array of consulting services designed to improve the health of your hospital or nursing home. We structure the work to maximize profitability for our clients – i.e., rather than a one-size-fits-all approach, we tailor services to your specific needs and capabilities.

Key consulting services provided by NewLight Healthcare include but are not limited to:

- Financial Pro Forma Creation for both New Hospital Construction and Financial Turnarounds
- Demographic and Needs Assessment Specific to a Region or City
- Leadership Assessment and Training
- Strategic Planning
- Operational Assessment
- Financial Analysis and Planning
- Medicare/Medicaid Cost Report Services
- Revenue Cycle Management Services
- Physician Needs Assessment and Recruitment
- Procurement of New Equipment
- Facility Planning and Development
- Managed Care Contract Review/Negotiation
- Access to Capital
- Acquisitions
- Joint Ventures
- Cultural Assessment and Transformation
- Creation of a Values Driven Organization

Scope of Project

NewLight Healthcare will perform and deliver the financial pro forma for a new hospital being constructed in Orange, TX. The hospital will be a Prospective Payment System acute care facility with an initial build of between 15 and 40 inpatient beds and 6-10 ER beds. This pro forma will include the initial start-up costs for land, construction of buildings, staffing model for day one of operations, and a forecast of expected revenues and expenses based on historical data from Baptist Hospital in Orange, TX. In order for this pro forma to be completed accurately and quickly we must have actual historic data from Baptist Hospital in Orange, TX for the most recent two year period.

NewLight Healthcare will also deliver the Demographic/Service Needs Assessment and provide a detailed demographic/income/medical expenditures report. The demographic/income/medical expenditures report will outline the demographic and income profile of the residents in the service area and the actual medical expenditures of the service area to include the regional hospitals in the area that are benefiting from the out-migration of local patients.

Project Fees, Expenses and Term

- a. **Project Fee:** For the services rendered by NewLight Healthcare, Orange, TX would pay:
- b. A one time fee of TWENTY SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$26,750.00) for the new hospital pro forma to include the staffing model.
- c. A one time fee of TEN THOUSAND Dollars (\$10,000.00) for the Demographic/Service Needs Assessment to include the demographic/income/medical expenditures report
- d. **Expenses:** In addition to the Fees specified above, Orange, TX would pay the travel expenses of NewLight Healthcare and all Key Employees that would be defined in the Agreement.
- e. **Term:** The Term of the Agreement and start date would be agreed to at a later date

Executive Bios

Todd Biederman President and CEO

Todd brings over 22 years of health care experience to NewLight Healthcare. As President and CEO of NewLight, Todd has created an organization founded on the principal of being of service to the hospitals and communities we serve.

Todd has led the successful turnaround of multiple rural hospitals over the last seven years. He began his career with the Presbyterian Healthcare System in Dallas, Texas as a hospital administrator and has extensive experience in the development and opening of health care facilities.

In 1990 he helped lead the planning and development of a new hospital and medical office building in Plano, Texas. Since then, he has developed over 50 medical facilities, including hospitals, medical office buildings, ambulatory surgery centers, cancer treatment centers, and dialysis centers. In addition, he has extensive experience in medical staff relations, physician recruitment, and retention.

Todd is a Fellow in the American College of Healthcare Executives. In 2008, he was selected to the National Rural Health Association's Rural Health Fellows Program, which is a year-long, intensive program aimed at developing leaders who can articulate a clear and compelling vision for rural America.

Todd has a history of giving back to the communities he serves. He has volunteered for the United Way, Capitol Area Food Bank, Caritas and Habitat for Humanity. Todd is an Eagle Scout and has led Medical Explorer Posts for the Boy Scouts of America.

He earned a Bachelor of Science in Computer Information Systems, as well as a Master's Degree in Healthcare Administration, from Trinity University in San Antonio, Texas. Todd, his wife Ryma and their two children, Meg and Jake, reside in Austin, Texas.

Contact Information

Todd.Biederman@NewLightHealthcare.com

Office (512) 593-5432

Mobile (512) 750-4498

Lee Hughes
Senior Vice President of Operations

Lee brings over 10 years of healthcare experience to NewLight Healthcare. Lee has been the CEO of three NewLight managed hospitals and has led two financial turnarounds successfully.

Lee's current duties are focused on leading the NewLight Global Health Initiative, medical staff relations, board relations, hospital operations, and revenue cycle acceleration & process creation at NewLight managed facilities.

Lee began his career at Ernst & Young providing operational efficiency services for hospital operations and revenue cycle. He is very experienced in assessing the needs of and implementing the processes and changes necessary for a successful financial turnaround for hospitals.

Prior to joining NewLight, Lee served as a Director of Operations for the Transition Management Team at Conifer Health Solutions. Conifer is the Revenue Cycle Management division of Tenet Healthcare. Lee's job was to lead the transition of the Revenue Cycle processes at non-Tenet hospitals from their methods to the Conifer/Tenet processes. Prior to that role Lee served as the Director of Revenue Cycle Management and Clinic Administrator at a Colorado hospital and also served in a variety of roles at hospitals and a management consulting firm, Ernst & Young, focused on all areas of the hospital revenue cycle and improving operational efficiencies.

Lee has a Masters of Science in Hospital Administration from Trinity University in San Antonio, TX and a BBA from Texas Tech University in Lubbock, TX. Lee, his wife Katie, and their two children Elizabeth and Emily, reside in Austin, TX.

Contact Information
Lee.Hughes@newlighthealthcare.com
Office (512) 593-5432
Mobile (325) 660-9689

Gregg Magers
CFO

Gregg serves as CFO for NewLight Healthcare. He brings over 25 years of successful experience in various leadership positions to our client hospitals. Gregg has overseen significant turnarounds for large and small organizations. Implementing cost savings programs and system conversions; Gregg has a proven record of solving problems.

Gregg has held leadership positions with eight organizations throughout his career, holding various titles, including CEO, CFO, COO, and Sr. VP.

Gregg holds a Bachelors of Science in Accounting from the University of South Carolina, Columbia. He is Board Certified by the Healthcare Financial Management Association, in Accounting and Finance; and Board Certified in Healthcare Management by the American College of Health Care Executives.

Contact Information

Gregg.Magers@newlighthhealthcare.com

Office (512) 593-5432

Mobile (512) 925-4912

Phil Norris
Hospital and Healthcare Financial Expert

Phil is a senior healthcare finance consultant with over twenty-five years of financial and operational experience in the healthcare industry. He carries experience identifying problems, providing realistic solutions and building organizations capable of functioning in today's challenging health care environments.

Phil has led hospitals from \$25 million to \$500 million in net revenues through tough financial times, including turnarounds and bankruptcy situations. He has a strong working knowledge of hospital operations, cost controls and productivity measurements, but improving the revenue cycle has always had special importance to him. Especially in turnaround situations, Norris has a keen eye to improving revenue cycle components to produce increased amounts of cash, decreasing contractual allowances and bad debts and improving bottom lines.

Additionally, Norris has founded and successfully operated three separate consulting companies focusing on financial operations improvement. Through these consulting companies, he has worked successfully with many of the major industry consulting companies such as Warbird Consulting Partners, Huron Consulting, Prism Healthcare Partners, Hunter Partners, , Navigant Consulting, The Hunter Group, The Intensive Resource Group, Cambio, TRG and others. He has also worked for investor-owned hospital companies such as Tenet, HCA Management Company, Quorum Health Resources, and stand alone not-for-profit hospitals.

Norris is an advanced member of Healthcare Financial Management Association (HFMA) and was past president of the Gulf Coast Chapter. He has a bachelor of business administration in accounting from North Texas State University in Denton, Texas.

Contact Information
Phil.Norris@newlighthhealthcare.com
Office (512) 593-5432

J. DAVID JACOCKS
Healthcare Productivity Expert

Mr. Jacocks is a healthcare productivity and organizational expert with experience with over 400 hospitals. He has over 35 years of full-time healthcare consulting with specialization in management, organizational issues, and productivity system engineering for the healthcare industry. Concentrated experience in the areas of staffing and systems review, cost accounting, organization and management analysis, and in creative productivity monitoring systems.

Mr. Jacocks experience includes being the Price Waterhouse Senior Manager for the Dallas office of the Southwest Area Healthcare Group and their Director of Healthcare Consulting for North Texas. Prior to joining Price Waterhouse, he was founder and president of Health Techniques, Inc. for five years. Health Techniques was an independent healthcare management consulting company that provided management and engineering services to 28 hospitals involving 54 major studies with identified savings in excess of \$11 million per year.

Prior to establishing Health Techniques, Inc., Mr. Jacocks managed the productivity and cost containment efforts for a division of Lifemark Hospitals, a major investor owned, Multi-hospital Corporation in Texas. Mr. Jacocks was also a regional director with the Hospital Association of New York State and was responsible for the marketing, performing, and coordination of staffing and systems projects for 37 hospitals.

Mr. Jacocks has also served in senior administrative capacities with hospitals in Tennessee, Alabama, and Mississippi. During his career, he has provided operational assistance to a wide variety of health care providers, including general and specialized hospitals ranging from small, rural community hospitals to large, metropolitan medical centers.

He has a Bachelor of Science degree in Business Administration (Summa Cum Laude) from the University of New Haven and a Master of Science degree in Hospital and Health Care Administration from the University of Alabama in Birmingham.

Contact Information
David.Jacocks@newlighthhealthcare.com
Office (512) 593-5432

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NEWLIGHT HEALTHCARE IN THE AMOUNT OF \$37,750.00 PLUS APPROVED EXPENSES FOR FINANCIAL PRO FORMA OF NEW HOSPITAL CONSTRUCTION AND OPERATION AND DEMOGRAPHIC AND SERVICE NEEDS ASSESSMENT.

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 NewLight Healthcare in the amount of THIRTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY (\$37,750.00) AND NO/100 plus approved expenses for financial pro forma of new hospital construction and operation and demographic and service needs assessment.

PASSED, APPROVED and ADOPTED on this the 14th day of July 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: June 29, 2015

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, EDC Director

RE: CLOEREN INCORPORATED – TEXAS ENTERPRISE PROJECT APPLICATION RESOLUTION

Please see the attached *revised* Nominating Resolution, which nominates Cloeren Incorporated as a Texas Enterprise Project designation through the Office of the Governor, Economic Development & Tourism through the Economic Development Bank.

The revisions include the following: (1) the business is located outside an enterprise zone, and (2) at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals. Please note these revisions are the result of recommendations presented by staff with the Governor's office.

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

Resolution No. _____

A resolution of the City Council of the City of Orange, Texas, amending Resolution No. 2015-40 nominating Cloeren Incorporated to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project (“Project”) under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code (“Act”).

WHEREAS, on August 26, 2014 the City of Orange, Texas (the “City”) previously passed Ordinance No. 2014-28 electing to participate in the Texas Enterprise Zone Program, and the local incentives available under this resolution are the same on this date as were outlined in Ordinance No. 2014-28;

WHEREAS, the Office of the Governor Economic Development and Tourism (“EDT”) through the Economic Development Bank (“Bank”) will consider **Cloeren Incorporated** (the “Company”) as an enterprise project pursuant to a nomination and an application made by the City;

WHEREAS, the City Council of the City of Orange, Texas, desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals;

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Cloeren Incorporated has applied to the City for designation as an enterprise project;

WHEREAS, the City finds that Cloeren Incorporated meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Cloeren Incorporated is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction located outside of an enterprise zone and at least thirty-five percent (35.0%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of Cloeren Incorporated as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that Cloeren Incorporated meets the criteria for tax relief and other incentives adopted by the City and nominates Cloeren Incorporated for an enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Cloeren Incorporated as an enterprise project pursuant to the Act;

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

1. That the findings of the City and its actions approving this resolution taken at the council meeting are hereby approved, adopted and in effect.
2. The City finds that Cloeren Incorporated is a “qualified business”, as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.
3. The City nominates Cloeren Incorporated to the State of Texas for Enterprise Project status.
4. The enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate five (5) years from the date of designation.

PASSED, APPROVED AND ADOPTED on this the _____ day of _____, 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED AS TO FORM:

City Attorney

Memo

TO: Dr. Shawn Oubre – City Manager
FROM: Lane Martin – Chief of Police
SUBJECT: Request of No Parking Zone
DATE: June 19, 2015

I am requesting that No Parking signs be placed on Martin Luther King Drive and on N. Lutcher Drive due to traffic congestion that takes place in those areas. With the Confederate Memorial construction nearing completion, I believe that persons visiting the sight would potentially create traffic related issues and safety issues by parking on the side of the road.

I request that No Parking signs be placed on Martin Luther King Drive between the roadways of Bancroft Road and N. Lutcher Drive (aka Interstate 10 Service Road). This section of road is approximately 480 feet in length and has no shoulder for persons to park on. It also does not have access to the memorial because a ditch separates them. The department has received complaints about this section of road due to traffic congestion at the red light and adjustments have been made to the traffic signal to try and alleviate the problem. The department is also considering requesting that the Texas Department of Transportation add a right turn lane on Martin Luther King Drive which will allow traffic to turn westbound onto N. Lutcher Drive.

The other section of road where I believe No Parking signs are needed is on N. Lutcher Drive (IH 10 Service Road) for approximately 265 feet from the intersection of Martin Luther King Drive. This section of road does have a narrow, 8 foot shoulder that extends approximately 265 feet then narrows to no shoulder. I believe that this section should be posted as No Parking due to the amount of traffic that turns westbound onto it from Martin Luther King Drive. I believe the narrow shoulder and the short stretch of “shoulder” which narrows down does create a safety hazard to persons trying to park. This section of road also does not have direct access to the memorial because a ditch separates them.

By having these locations designated as No Parking Zones, it does not create a hardship to persons trying to visit the memorial. The sight can be accessed in a safe manner from 41st Street which has direct access.

I have spoken to the Texas Department of Transportation about the matter and requested that No Parking Signs be posted at the locations. I was advised via email that the Texas Department of Transportation would place the signs at the location upon the passing of a Resolution by the Orange City Council.

Thanks,

Lane Martin

A RESOLUTION DESIGNATING THE WEST SIDE OF MARTIN LUTHER KING JR. DRIVE BETWEEN BANCROFT ROAD AND N. LUTCHER DRIVE A NO PARKING ZONE. FURTHER, N. LUTCHER DRIVE, ALSO KNOWN AS THE INTERSTATE 10 SERVICE ROAD BE DESIGNATED AS A NO PARKING ZONE APPROXIMATELY 265 FEET WEST FROM THE INTERSECTION OF MARTIN LUTHER KING JR. DRIVE.

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

That the west side of Martin Luther King Jr. Drive, also known as FM 3247 between the roadways of Bancroft Road and N. Lutcher Drive also known as the Interstate 10 service road be designated as a No Parking Zone. Furthermore, N. Lutcher Drive also known as the Interstate 10 Service Road be designated as a No Parking Zone from the intersection of Martin Luther King Jr. Drive westbound for 265 Feet.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute an agreement with the Texas Department of Transportation for the posting of No Parking Signs at said locations.

PASSED, APPROVED AND ADOPTED on this the 14th day of July 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

ORANGE FIRE DEPARTMENT

M E M O R A N D U M

June 23, 2015

TO: Dr. Shawn Oubre, City Manager

FROM: David Frenzel, Fire Chief 

RE: Interlocal Agreements to Ambulance Ordinance.

Recently the City of Orange executed a contract with Acadian Ambulance Service of Texas, LLC to be the sole provider of emergency and non-emergency transport ambulance service in our community. The City of West Orange, the City of Pinehurst and Orange County Emergency Service District #4 (McLewis/ Mauriceville VFD) have shown their desire to join the City of Orange in this contract through the execution of an interlocal agreement. Attached are the three (3) interlocal agreements that have been produced by these entities. The other emergency service districts in the county and Orange County have negotiated or are in the process of negotiating their own contracts with Acadian. If you concur with inclusion of these three entities by interlocal agreement, please place these agreements before the City Council for the approval of your execution. If you have any questions concerning this request, please call me at extension 1039.

STATE OF TEXAS §

ORANGE COUNTY §

INTERLOCAL AGREEMENT

CITY OF WEST ORANGE §

I. PREAMBLE

1.01. Parties. This **INTERLOCAL AGREEMENT** (“Agreement”), made and entered into pursuant to the Interlocal Cooperation Act, (V.T.C.A., Government Code, Chapter 791, and specifically §791.025 of the Act) by and between the **CITY OF WEST ORANGE, TEXAS** hereinafter referred to as **WEST ORANGE** and having its principal place of business at **2700 Western Avenue, West Orange, Texas 77630** and the **CITY OF ORANGE**, hereinafter known as the **CITY**, having its principal place of business at **803 West Green Avenue, Orange, Texas 77630**.

1.02. Purpose. **WEST ORANGE** is an incorporated city formed and existing under the laws of the State of Texas; and **ORANGE** is a municipality formed and existing under the laws of the State of Texas. **WEST ORANGE** desires to enter into an agreement with **ORANGE** to utilize and contract with **ACADIAN AMBULANCE SERVICE OF TEXAS, LLC**, a corporation selected by **ORANGE** for the provision of ambulance services within the territorial jurisdiction of **ORANGE**. **WEST ORANGE** wishes to utilize **ACADIAN AMBULANCE SERVICE OF TEXAS, LLC** for the provision of ambulance services in accordance with Chapter 774, Texas Health & Safety Code.

II. LEGAL AUTHORITY

2.01. WEST ORANGE. **WEST ORANGE** warrants and assures that it possesses adequate legal authority to enter into this Agreement. The City Council of **WEST ORANGE** has authorized the signatory official to enter into this Agreement and bind **WEST ORANGE** to the terms of this Agreement and any subsequent amendments hereto.

2.02. ORANGE. The **CITY OF ORANGE** warrants and assures that it possesses adequate legal authority to enter into this Agreement. The City Council of the **CITY OF ORANGE** has authorized the signatory official(s) to enter into this Agreement and bind the **CITY OF ORANGE** to the terms of this Agreement and any subsequent amendments hereto.

III. APPLICABLE LAW

3.01. WEST ORANGE and ORANGE agree to conduct all activities under this agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement.

IV. WHOLE AGREEMENT

4.01. This Interlocal Agreement and any Attachments, as provided herein, constitutes the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

V. PERFORMANCE PERIOD

5.01. Initial Term. The period of this Interlocal Agreement shall be for a period of one year, unless the agreement is terminated prior to the expiration of that period as provided herein.

5.02. Renewal. If neither entity takes action to terminate the contract at the end of the one-year period, the contract shall automatically renew year to year, unless affirmatively terminated by either party.

VI. SCOPE OF SERVICES

6.01. ORANGE and WEST ORANGE (by, and through, the West Orange City Council), will utilize **ACADIAN AMBULANCE SERVICE of TEXAS, LLC** for the provision of ambulance services within the territorial jurisdiction of the **CITY OF ORANGE** as well as any part of territorial jurisdiction of the **CITY OF WEST ORANGE** that does not otherwise lie within the territorial jurisdiction of any other municipality or emergency services district.

6.02. ORANGE, on behalf of **WEST ORANGE**, is authorized to contract with **ACADIAN AMBULANCE SERVICE of TEXAS, LLC** for the provision of ambulance service to those areas within the territorial jurisdiction of **WEST ORANGE** not otherwise lying within the territorial jurisdiction of another municipality or emergency services district. A copy of the contract between the **CITY OF ORANGE** and **ACADIAN AMBULANCE SERVICE of TEXAS, LLC** is attached hereto and made a part of this interlocal agreement pursuant to the provisions of Section 4.01 above.

VII. CHANGES AND AMENDMENTS

7.01. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement with written amendment hereto, and shall become effective on the day designated by such law or regulation.

VIII. MISCELLANEOUS PROVISIONS

8.01. Severability. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

8.02. Force Majeure. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with **WEST ORANGE**.

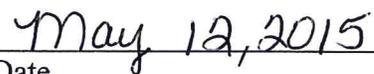
8.03. Venue. Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Orange County, Texas.

This instrument, in multiple counterparts, has been executed by the parties as follows:

CITY OF WEST ORANGE, TEXAS



Roy McDonald, Mayor



Date

CITY OF ORANGE, TEXAS

Shawn Oubre, City Manager

Date

Attest:

CITY SECRETARY

Rhonda Haskins

Date

1 STATE OF TEXAS

§

ORANGE COUNTY

§
AGREEMENT

INTERLOCAL

CITY OF PINEHURST

§

I. PREAMBLE

1.01. Parties. This **INTERLOCAL AGREEMENT** (“Agreement”), made and entered into pursuant to the Interlocal Cooperation Act, (V.T.C.A., Government Code, Chapter 791, and specifically §791.025 of the Act) by and between the **CITY OF PINEHURST, TEXAS** hereinafter referred to as **PINEHURST** and having its principal place of business at **2497 MLK Drive, Orange, Texas 77630** and the **CITY OF ORANGE**, hereinafter known as the **CITY**, having its principal place of business at 803 West Green Avenue, Orange, Texas 77630.

1.02. Purpose. **PINEHURST** is an incorporated city formed and existing under the laws of the State of Texas; and **ORANGE** is a municipality formed and existing under the laws of the State of Texas. **PINEHURST** desires to enter into an agreement with **ORANGE** to utilize and contract with **ACADIAN AMBULANCE SERVICE of TEXAS, LLC**, a corporation selected by **ORANGE** for the provision of ambulance services within the territorial jurisdiction of **ORANGE**. **PINEHURST** wishes to utilize **ACADIAN AMBULANCE SERVICE of TEXAS, LLC** for the provision of ambulance services in accordance with Chapter 774, Texas Health & Safety Code.

II. LEGAL AUTHORITY

2.01. PINEHURST. The **CITY OF PINEHURST** warrants and assures that it possesses adequate legal authority to enter into this Agreement. The City Council of the **CITY OF PINEHURST** has authorized the signatory official to enter into this Agreement and bind the **CITY OF PINEHURST** to the terms of this Agreement and any subsequent amendments hereto.

2.02. ORANGE. The **CITY OF ORANGE** warrants and assures that it possesses adequate legal authority to enter into this Agreement. The City Council of the **CITY OF ORANGE** has authorized the signatory official(s) to enter into this Agreement and bind the **CITY OF ORANGE** to the terms of this Agreement and any subsequent amendments hereto.

III. APPLICABLE LAW

3.01. PINEHURST and **ORANGE** agree to conduct all activities under this agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or

promulgated during the term of this Agreement.

IV. WHOLE AGREEMENT

4.01. This Interlocal Agreement and any Attachments, as provided herein, constitutes the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

V. PERFORMANCE PERIOD

5.01. Initial Term. The period of this Interlocal Agreement shall be for a period of one year, unless the agreement is terminated prior to the expiration of that period as provided herein.

5.02. Renewal. If neither entity takes action to terminate the contract at the end of the one-year period, the contract shall automatically renew year to year, unless affirmatively terminated by either party.

VI. SCOPE OF SERVICES

6.01. ORANGE and PINEHURST (by, and through, the Pinehurst City Council), will utilize **ACADIAN AMBULANCE SERVICE of TEXAS, LLC** for the provision of ambulance services within the territorial jurisdiction of the **CITY OF ORANGE** as well as any part of territorial jurisdiction of the **CITY OF PINEHURST** that does not otherwise lie within the territorial jurisdiction of any other municipality or emergency services district.

6.02. ORANGE, on behalf of **PINEHURST**, is authorized to contract with **ACADIAN AMBULANCE SERVICE of TEXAS, LLC** for the provision of ambulance service to those areas within the territorial jurisdiction of **PINEHURST** not otherwise lying within the territorial jurisdiction of another municipality or emergency services district. A copy of the contract between the **CITY OF ORANGE** and **ACADIAN AMBULANCE SERVICE of TEXAS, LLC** is attached hereto and made a part of this interlocal agreement pursuant to the provisions of Section 4.01 above.

VII. CHANGES AND AMENDMENTS

7.01. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this

Agreement with written amendment hereto, and shall become effective on the day designated by such law or regulation.

VIII. MISCELLANEOUS PROVISIONS

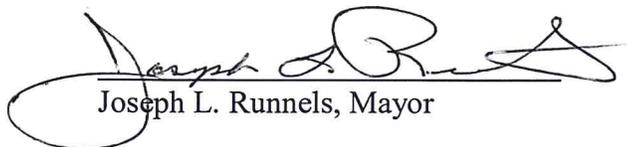
8.01. Severability. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

8.02. Force Majeure. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with **PINEHURST**.

8.03. Venue. Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Orange County, Texas.

This instrument, in multiple counterparts, has been executed by the parties as follows:

CITY OF PINEHURST, TEXAS


Joseph L. Runnels, Mayor

5-8-2015
Date

CITY OF ORANGE, TEXAS

Shawn Oubre, City Manager

Date

Attest:

CITY SECRETARY

Rhonda Haskins

Date

STATE OF TEXAS §

ORANGE COUNTY § INTERLOCAL AGREEMENT

ORANGE COUNTY EMERGENCY SERVICES DISTRICT NO. 4 §

I. PREAMBLE

1.01. Parties. This **INTERLOCAL AGREEMENT** (“Agreement”), made and entered into pursuant to the Interlocal Cooperation Act, (V.T.C.A., Government Code, Chapter 791, and specifically §791.025 of the Act) by and between **ORANGE COUNTY EMERGENCY SERVICES DISTRICT NO. 4** hereinafter referred to as **OCESD4** and having its principal place of business at **P. O. Box 707, Mauriceville, Texas 77627** and the **CITY OF ORANGE**, hereinafter known as the **CITY**, having its principal place of business at 803 West Green Avenue, Orange, Texas 77630.

1.02. Purpose. **OCESD4** is an emergency services district formed and existing under the laws of the State of Texas; and **ORANGE** is a municipality formed and existing under the laws of the State of Texas. **OCESD4** desires to enter into an agreement with **ORANGE** to utilize and contract with **ACADIAN AMBULANCE SERVICE of TEXAS, LLC**, a corporation selected by **ORANGE** for the provision of ambulance services within the territorial jurisdiction of **ORANGE**. **OCESD4** wishes to utilize **ACADIAN AMBULANCE SERVICE of TEXAS, LLC** for the provision of ambulance services in accordance with Chapter 774, Texas Health & Safety Code.

II. LEGAL AUTHORITY

2.01. OCESD4. **OCESD4** warrants and assures that it possesses adequate legal authority to enter into this Agreement. The Board of Directors of **OCESD4** has authorized the signatory official to enter into this Agreement and bind **OCESD4** to the terms of this Agreement and any subsequent amendments hereto.

2.02. ORANGE. The **CITY OF ORANGE** warrants and assures that it possesses adequate legal authority to enter into this Agreement. The City Council of the **CITY OF ORANGE** has authorized the signatory official(s) to enter into this Agreement and bind the **CITY OF ORANGE** to the terms of this Agreement and any subsequent amendments hereto.

III. APPLICABLE LAW

3.01. OCESD4 and ORANGE agree to conduct all activities under this agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement.

IV. WHOLE AGREEMENT

4.01. This Interlocal Agreement and any Attachments, as provided herein, constitutes the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

V. PERFORMANCE PERIOD

5.01. Initial Term. The period of this Interlocal Agreement shall be for a period of one year, unless the agreement is terminated prior to the expiration of that period as provided herein.

5.02. Renewal. If neither entity takes action to terminate the contract at the end of the one-year period, the contract shall automatically renew year to year, unless affirmatively terminated by either party.

VI. SCOPE OF SERVICES

6.01. ORANGE and OCESD4 (by, and through, the OCESD4 Board), will utilize **ACADIAN AMBULANCE SERVICE of TEXAS, LLC** for the provision of ambulance services within the territorial jurisdiction of the **CITY OF ORANGE** as well as any part of territorial jurisdiction of the **OCESD4** that does not otherwise lie within the territorial jurisdiction of any other municipality or emergency services district.

6.02. ORANGE, on behalf of **OCESD4**, is authorized to contract with **ACADIAN AMBULANCE SERVICE of TEXAS, LLC** for the provision of ambulance service to those areas within the territorial jurisdiction of **OCESD4** not otherwise lying within the territorial jurisdiction of another municipality or emergency services district. A copy of the contract between the **CITY OF ORANGE** and **ACADIAN AMBULANCE SERVICE of TEXAS, LLC** is attached hereto and made a part of this interlocal agreement pursuant to the provisions of Section 4.01 above.

VII. CHANGES AND AMENDMENTS

7.01. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement with written amendment hereto, and shall become effective on the day designated by such law or regulation.

VIII. MISCELLANEOUS PROVISIONS

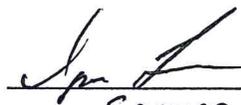
8.01. Severability. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

8.02. Force Majeure. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with **OCESD4**.

8.03. Venue. Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Orange County, Texas.

This instrument, in multiple counterparts, has been executed by the parties as follows:

OCESD4, TEXAS



Spencer Fuss

Date 5-12-15

CITY OF ORANGE, TEXAS

Shawn Oubre, City Manager

Date

Attest:

CITY SECRETARY

Rhonda Haskins

Date

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF WEST ORANGE, CITY OF PINEHURST, AND ORANGE COUNTY EMERGENCY SERVICES DISTRICT #4 (OCESD #4) FOR THE PROVISION OF AMBULANCE SERVICES BY ACADIAN AMBULANCE SERVICE.

WHEREAS, the City of Orange has entered into an agreement with Acadian Ambulance Service for the provision of ambulance services within the territorial jurisdiction of the City; and

WHEREAS, the City of West Orange, City of Pinehurst, and OCESD #4 wishes to utilize Acadian Ambulance Service for the provision of ambulance services in accordance with Chapter 774, Texas Health and Safety Code; and

WHEREAS, the City of Orange, on behalf of the City of West Orange, City of Pinehurst, and OCESD #4, is authorized to contract with Acadian Ambulance Service for the provision of ambulance services to those areas within the territorial jurisdiction of the City of West Orange, City of Pinehurst, and OCESD #4 not otherwise lying within the territorial jurisdiction of another municipality or emergency services district; now therefore

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

That the City Manager is hereby authorized to enter into an interlocal agreement with the City of West Orange, City of Pinehurst, and OCESD #4 for the provision of ambulance services by Acadian Ambulance Service.

PASSED, APPROVED and ADOPTED on this the 14th day of July 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

ORANGE FIRE DEPARTMENT

MEMORANDUM

June 25, 2015

TO: Dr. Shawn Oubre, City Manager

FROM: Lee Anne Brown, Emergency Management Coordinator

RE: County Mitigation Action Plan

The current Orange County Mitigation Action, of which the City of Orange is a part, will expire December 6, 2016 and, as you know, we must be part of an approved Mitigation Action Plan to continue to receive state and federal grants. Attached, please find a breakdown of cash match by jurisdiction and a Letter of Intent for a Pre-Disaster Mitigation grant South East Texas Regional Planning Commission (SETRPC) plans to apply for on behalf of the jurisdictions in the region to hire a consultant to update the County and Regional Mitigation Action Plan. We have been a part of this collaboration to update the plan in the region in the past and with your approval would request that we continue with such. **As noted the City's cost for this project is \$1195.64, but as past practice this cost is usually covered by in-kind work performed by the Emergency Management Coordinator, Deputy Chief Lee Anne Brown.** In an effort to be timely, the SETRPC is asking that our letter of intent be forwarded to them on or before July 23, 2015. If you concur with this request, please place this on an upcoming City Council agenda for approval.

LETTER OF INTENT

This letter of intent substantiates that the City of Orange is participating in the revision of the Regional and County Mitigation Action Plans being coordinated by the South East Texas Regional Planning Commission (SETRPC).

Furthermore, the City of Orange:

- 1) supports the Pre Disaster Mitigation Grant (PDM) funding request submitted by SETRPC on July 30, 2015;
- 2) Commits to donate at least \$1,195.64 in eligible cash and/or in-kind match in the creation of the revised plan.

Signed,

The Honorable Jimmy Sims
Mayor
City of Orange

Date

Match By Jurisdiction

	% of Region	County Total	Pro Rata Share by Jurisdiction
Hardin (all cities within)	14.05	\$3,512.50	\$ 3,512.50
Jefferson County	64.9	\$16,225	
Jefferson Including Bevil Oaks, Nome, China and Taylor Landing (13.25% of County)			\$ 2,150.81
Beaumont (46.90 of County)			\$ 7,607.53
Groves (6.40% of County)			\$ 1,039.40
Nederland (6.95% of County)			\$ 1,127.64
Port Arthur (21.33 % of County)			\$ 3,460.79
Port Neches (5.17% of County)			\$ 838.83
			\$ 16,225.00
Orange County	21.05	\$5,262.50	
Orange County Including Pine Forest and Rose City (48.08% of County)			\$ 2,526.49
Bridge City (9.58% of County)			\$ 504.18
City of Orange (22.72% of County)			\$ 1,195.64
Pinehurst (2.56% of County)			\$ 134.72
Vidor (12.92% of County)			\$ 679.92
West Orange (4.21% of County)			\$ 221.55
			\$ 5,262.50

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF INTENT WHICH SUBSTANTIATES THAT THE CITY OF ORANGE, TEXAS IS PARTICIPATING IN THE REVISION OF THE REGIONAL AND COUNTY MITIGATION ACTION PLANS BEING COORDINATED BY THE SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION (SETRPC).

WHEREAS, the current Orange County Mitigation Action Plan, of which the City of Orange is a part, will expire December 6, 2016 and the City of Orange must be part of an approved Mitigation Action Plan to continue to receive state and federal grants. The Letter of Intent supports the Pre Disaster Mitigation Grant (PDM) funding request submitted by SETRPC on July 30, 2015; and the City of Orange commits to donate at least \$1,195.64 in eligible cash and/or in-kind match in the creation of the revised plan. This cost is usually covered by in-kind work performed by the Emergency Management Coordinator, Deputy Chief Lee Anne Brown.

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

That the Mayor is hereby authorized to execute a Letter of Intent with South East Texas Regional Planning Commission.

PASSED and **APPROVED** on this the 14th day of July 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

MEMORANDUM

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

From: Kelvin Knauf, Director of Planning and Community Development

Subject: Consider a resolution approving a lease agreement between the City of Orange and Higman Barge Lines, Inc. for 0.3727 acres of land, Nathan Cordrey Survey, Abstract No. 59, Orange County, Texas more commonly known as Jackson Avenue from Market Street to the east end of Jackson Avenue

Date: July 2, 2015

Background

Higman Barge Lines is requesting that the City of Orange enter into a lease agreement for 0.3727 acres of Jackson Avenue from Market Street to the east end of Jackson Avenue. Higman Barge Lines owns two parcels of property next to Jackson Avenue and Conrad Orange Shipbuilding owns one parcel of property next to Jackson Avenue. Higman is offering a twenty-year lease for the total amount of \$2,667.00 (\$133.35 per year); the entire lease payment would be made 30 days after the lease is signed.

Key points of the agreement are:

- Higman can extend the lease for a second twenty-year period by giving notice to the City not more than 180 days nor less than 60 days prior to the expiration of the lease. If the lease is extended, the parties will negotiate in good faith concerning the amount of the consideration for the extension;
- Higman can use the premises for any lawful purpose except construct a building or other permanent structure on the leased premises;
- Higman Barge Lines will hold the City harmless for any claims if there are any incidents on the property and they are required to remove or remediate any environmental contamination which occurs during the agreement term in accordance with federal, state or local laws;
- The agreement is for the surface only, the City retains an easement underneath the surface; and,
- Higman agrees to hold the City and its agents, servants, and employees from any liabilities, expenses, causes of action, damages and/or attorney's fees resulting from or as a result of any of Higman's businesses, operation, occupancy, or use of the Leased Premises or from any act or omission of Higman's agents, servants or employees.

This section of Jackson Avenue is a dead-end so there shouldn't be any traffic on that street section except for traffic entering and exiting the Higman Barge Lines property. I do not anticipate any adverse impact on the general public from leasing this property.

Recommendation

I recommend that the City Council adopt a resolution authorizing the city manager to enter into a lease agreement with Higman Barge Lines, Inc. for part of Jackson Avenue from Market Street to the east end of Jackson Avenue.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF ORANGE AND HIGMAN BARGE LINES, INC. FOR 0.3727 ACRES OF LAND, NATHAN CORDREY SURVEY, ABSTRACT NO. 59, ORANGE COUNTY, TEXAS MORE COMMONLY KNOWN AS JACKSON AVENUE FROM MARKET STREET TO THE EAST END OF JACKSON AVENUE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Higman Barge Lines, Inc. has offered to lease approximately 0.3727 acres of Jackson Avenue from Market Street to the east end of Jackson Avenue in the amount of \$2,667.00 for a twenty-year period with the entire payment due thirty (30) days after the lease is signed by both parties; and

WHEREAS, the City Council believes that leasing the property is in the best interests of the public; now, therefore

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

Section 1. The city manager or his designee is authorized to enter into the lease agreement attached as Exhibit A with Higman Barge Lines, Inc. for 0.3727 acres of Jackson Avenue.

Section 2. This resolution shall become effective upon passage by the City Council.

PASSED, APPROVED and ADOPTED on this, the 14th day of July, 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

Lease Agreement

STATE OF TEXAS)
)
CITY/COUNTY OF ORANGE) KNOW ALL PERSONS BY THESE PRESENTS:

This lease is entered into this ____ day of ____, 2015, between the City of Orange, Orange County, Texas, hereinafter referred to as the "Lessor" and the owner of the Leased Premises, and Higman Barge Lines, Inc., hereinafter referred to as "Lessee" who covenant and agree as follows:

WHEREAS, Lessor deems it advantageous to itself to lease to Lessee certain land as stated herein;

NOW THEREFORE, in consideration of the terms, considerations, and privileges listed herein, Lessor and Lessee covenant and agree as follows:

Leased Premises

Lessor does hereby lease to Lessee the surface area only of approximately 0.3727 acres of land more particularly described in Exhibit "A" and shown in the Survey which is attached hereto as Exhibit "B" and incorporated herein, and hereinafter referred to as the Leased Premises. Lessee hereby leases the said Land from the Lessor subject to the terms, considerations, and privileges stated herein.

Term

This lease shall be for the term of twenty (20) years commencing on the ____ day of ____, 2015 and ending on the ____ day of ____, 2035. Thereafter, this lease may be renewed for a subsequent twenty-year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of this lease.

Consideration

In consideration for the lease of the Leased Premises referenced herein, Lessee hereby agrees to pay the total sum of \$2,667.00. The first and only lease payment of \$2,667.00 will be made within 30 days of approval of this Lease Agreement by the City Council, City of Orange. No other lease payments will be paid. The parties agree to negotiate in good faith concerning the amount of the consideration for any extensions of this lease term.

Permitted Use

Lessor and Lessee agree that Leased Premises may be used by Lessee for any lawful purpose except construction of a building or other permanent improvement. Lessee will be responsible for maintaining the Leased Premises during the term of this Agreement. Lessee agrees that the Leased Premises will be returned to Lessor upon termination of the lease in as good of a condition as the Leased Premises exists at the commencement of the lease. If any

environmental contamination of the Leased Premises occurs or is generated by Lessee during term of this lease then Lessee will either remove or remediate the contamination in accordance with any local, state or federal law which exists at the time this Agreement is terminated. This obligation to remove or remediate does not extend to any environmental contamination that may be present on or near the Leased Premises before the term of this Agreement.

Lessor retains a utility easement for access to its utility lines underneath the Leased Premises.

Sublease, Assignment, or Sale

Lessee shall not sublease, assign, sell, or transfer Lease Agreement to any person, corporation, or association other than to a Higman-related entity.

Termination

- A. This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Should Lessee be declared bankrupt this contract agreement shall immediately terminate and shall not be considered as part of Lessee's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver.
- B. This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract.
- C. At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises.

Hold Harmless

Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Leased Premises or from any act or omission of Lessee's agents, servants, or employees.

Contact Information

Written correspondence concerning any matter, dispute or other issue as a result of this Agreement shall be made, in writing, to the parties listed below:

City Manager, City of Orange
803 W. Green Avenue
PO Box 520
Orange, Texas 77630
(409) 886-3611

John McMahan
V.P., Higman Barge Lines, Inc.
1980 Post Oak Blvd., Ste. 1101
Houston, Texas 77056
(713) 552-1101

Miscellaneous

This contract agreement embraces the entire lease agreement of the parties mentioned herein pertaining to the Leased Premises and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease of the Leased Premises, except that this contract agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.

For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.

The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

The parties to this contract agreement hereby acknowledge and agree that they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party, except that Lessor is acting on behalf of the City of Orange, Texas.

This contract agreement shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this contract agreement shall be in Orange County, Texas.

If any section, paragraph, sentence, or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement and, to this end, the provisions of this contract agreement are declared to be severable.

EXECUTED this _____ day of _____, 2015.

City of Orange

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

Attest:

Rhonda Haskins, City Secretary

Higman Barge Lines, Inc.

John McMahan, Vice President

Attest:

EXHIBIT "A"

Legal Description: 0.3727 Acre Tract or Parcel of Land
Nathan Cordrey Survey, Abstract No. 59
Orange County, Texas

BEING a 0.3727 acre tract or parcel of land situated in the Nathan Cordrey Survey, Abstract No. 59, Orange County, Texas and being that portion of Jackson Avenue from the East right-of-way of Market Street East to the Sabine River, said 0.3727 acre tract of land being more particularly described as follows:

NOTE: All bearings are referenced to the East right-of-way line of Market Street, the same being the West line of Block 3 of Gates Addition as NORTH 00°00'00" EAST.

BEGINNING at a 5/8" iron rod found for the Northwest corner of the tract herein described, said corner being the Southwest corner of Block 3 of Gates Addition and being the intersection of the North right-of-way line of Jackson Avenue and the East right-of-way line of Market Street and also being the Southwest corner of that certain tract of land being called all of Lots 4 through 12, inclusive, of Block 3 of the Lower or Gates Survey of the Town of Orange, Orange County, Texas, containing 1.20 acres, as described in a "Special Warranty Deed" from Missouri Pacific Railroad Company to Higman Barge Lines, Inc. as recorded in Volume 993, Page 744, Official Public Records of Real Property, Orange County, Texas;

THENCE SOUTH 89°57'18" EAST, along and with the North right-of-way line of Jackson Avenue and the South line of the said Block 3, for a distance of 257.07 feet to a 1/2" iron rod found for corner, said corner being the Southeast corner of the said Block 3 and the Southwest corner of the said Higman Barge Lines, Inc. tract;

THENCE SOUTH 00°28'11" WEST, over and across the right-of-way of Jackson Avenue, for a distance of 64.79 feet to a point for corner, said corner being in the South right-of-way line of Jackson Avenue and in the North line of that certain tract of land as described in a deed from Peavy-Moore Lumber Company, Inc. to Higman Towing Company as recorded in Volume 59, Page 612, Deed Records, Orange County, Texas;

THENCE NORTH 89°31'49" WEST, along and with the South right-of-way line of Jackson Avenue and the North line of the said Higman Towing Company tract, for a distance of 67.79 feet to a 1" iron pipe found for corner, said corner being the Northwest corner of the said Higman Towing Company tract and the most Northerly Northeast corner of that certain called 3.662 acre tract of land as described in a "Special Warranty Deed" from Almond Umphrey Real Estate, LC to Orange Shipbuilding Company, Inc. as recorded in Clerk's File No. 371747, Official Public Records of Real Property, Orange County, Texas;

EXHIBIT "A"

Page 1 of 2

MARK W. WHITELEY & ASSOCIATES, INC.

THENCE NORTH 89°28'23" WEST, along and with the South right-of-way line of Jackson Avenue and the North line of the said 3.662 acre Orange Shipbuilding Company, Inc. tract, for a distance of 184.17 feet to a 5/8" iron rod found for corner, said corner being an angle point in the North line of the said 3.662 acre Orange Shipbuilding Company, Inc. tract;

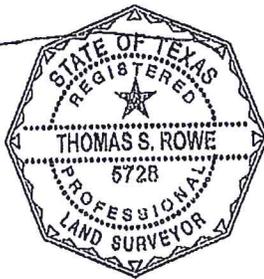
THENCE NORTH 04°10'39" WEST, over and across the right-of-way of Jackson Avenue, for a distance of 62.91 feet to the **POINT OF BEGINNING** and containing 0.3727 Acres, more or less.

Surveyed on April 7, 2015. This legal description is being submitted along with a plat based on this survey (see EXHIBIT "B").



Thomas S. Rowe, RPLS No. 5728

TBPLS Firm No.: 10106700



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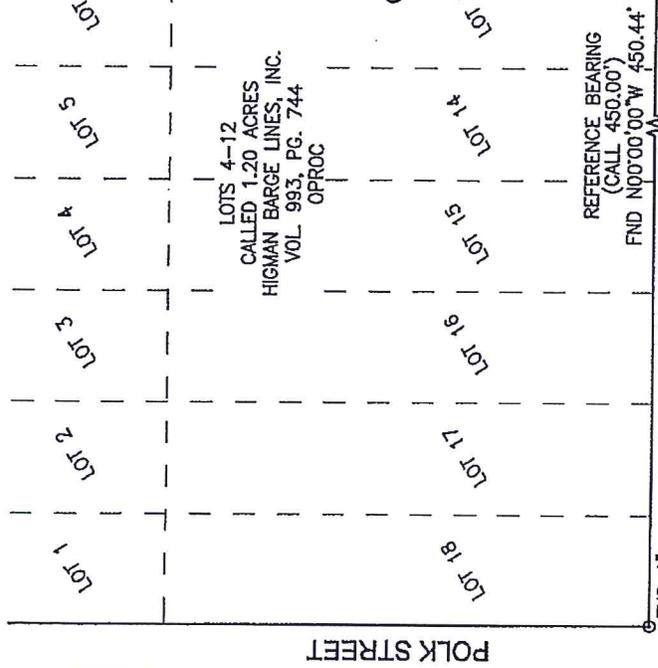
EXHIBIT "A"

Page 2 of 2

MARK W. WHITELEY & ASSOCIATES, INC.

EXHIBIT "B"

NOTE:
 1. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
 2. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, FORMED IN THE COURSE OF HIS PERFORMING THE SURVEY IN COMPLIANCE WITH THE STANDARDS OF PRACTICE REQUIRED AND PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS. AS SUCH, IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.

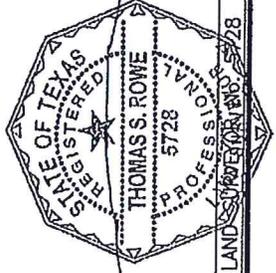


TO THE OWNERS OF THE PREMISES SURVEYED
 AS OF THE DATE OF THE SURVEY:

I, THOMAS S. ROWE DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE SURFACE OF THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

DATE SURVEYED: APRIL 7, 2015

Thomas S. Rowe



THOMAS S. ROWE - REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5728

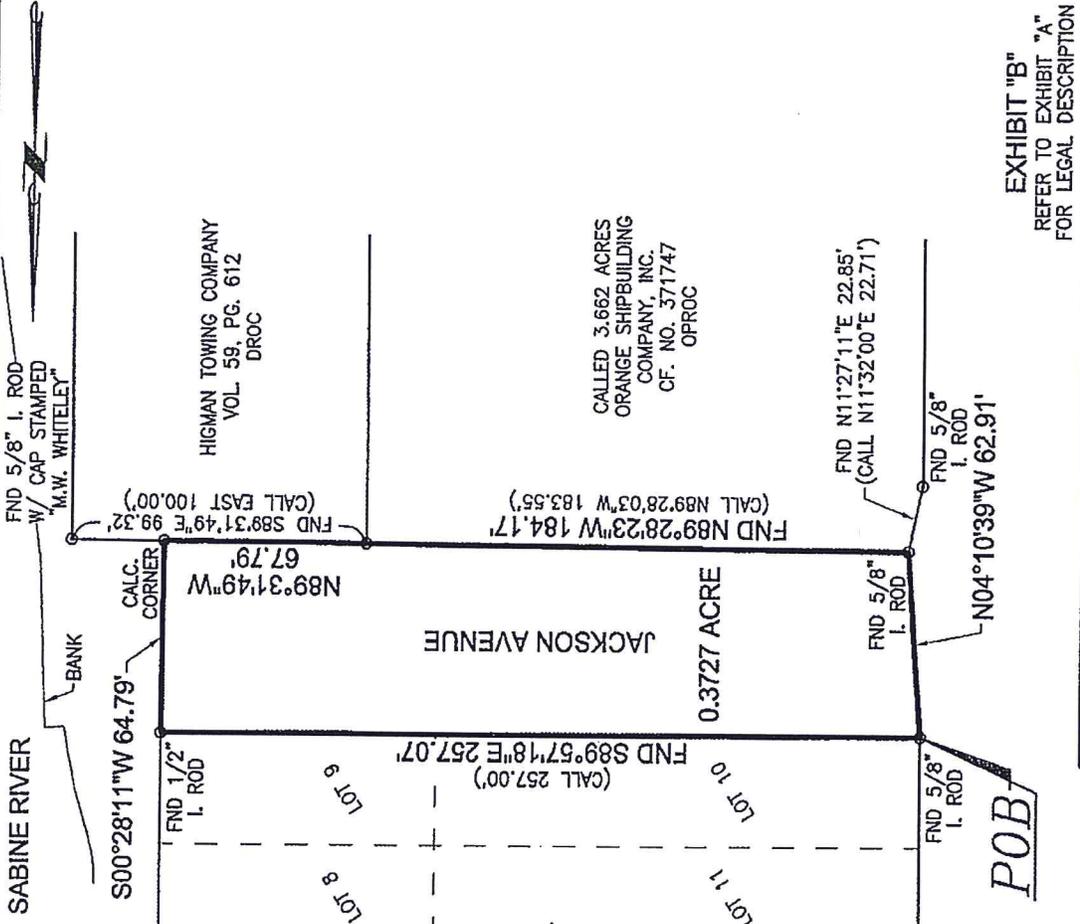


EXHIBIT "B"
 REFER TO EXHIBIT "A"
 FOR LEGAL DESCRIPTION

SURVEY OF A
 0.3727 ACRE TRACT OR
 PARCEL OF LAND
 NATHAN CORDREY SURVEY
 ABSTRACT NO. 59
 ORANGE COUNTY, TEXAS

DR. BY: GDD	SCALE: 1"=60'	SHEET No.: 1 of 1
VER: ACAD 2000	FILE: WA201515-317	REV: 0
JOB NO.: 15-317	15-317.DWG	

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 AND ASSOCIATES
 INCORPORATED
 CONSULTING ENGINEERS,
 SURVEYORS, AND PLANNERS
 T.R.P.L.S. FIRM NO. 10108700

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MEMORANDUM

To: Shawn Oubre Ph.D., City Manager
From: Kelvin Knauf, Director of Planning and Community Development
Subject: Consider allocating funds for mowing and filing of liens on properties violating city codes and ordinances
Date: July 6, 2015

Background

It has been a past practice that the city used CDBG funds for high grass complaints. The city hired a contractor that mowed those properties that were in violation of the ordinance governing the height of grass. We estimate that there are over 600 lots in the city that have to be monitored. Some are mowed by the property owner but the majority of the lots have to be mowed by the city and the city used CDBG funds to pay for the mowing.

The city annually spends \$30,000.00 for this mowing using CDBG funds. This includes the notification, filing of liens, and actual mowing. Annually, the city is audited by HUD in how it expends the allotted CDBG funds and they have advised during the last audit that CDBG funds are ineligible for mowing. Charlie Blair, a CDBG consultant whom we have used in the past, was consulted on this new opinion from HUD and Mr. Blair advises that use of CDBG funds for mowing is not an eligible expense. I estimate that it will take \$20,000.00 for the mowing and lien fees through the end of the fiscal year (September 30, 2015).

Recommendation

I recommend that the City Council allocate \$20,000.00 for the mowing and filing of liens on properties violating city codes and ordinances for the remainder of the fiscal year.

RESOLUTION AUTHORIZING THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS TO ALLOCATE FUNDS FOR MOWING AND FILING LIENS ON PROPERTIES VIOLATING CITY CODES AND ORDINANCES IN THE AMOUNT OF \$20,000.00.

WHEREAS, previously Community Development Block Grant (CDBG) funds were used for mowing and filing liens on properties violating City codes and ordinances. Due to changes in the policies from Housing and Urban Development (HUD) in using CDBG funds, these funds can not longer be used for this purpose; 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 authorizes the allocation of funds for mowing and filing of liens on properties violating City codes and ordinances in the amount of \$20,000.00.

PASSED and **APPROVED** on this the 14th day of July, 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

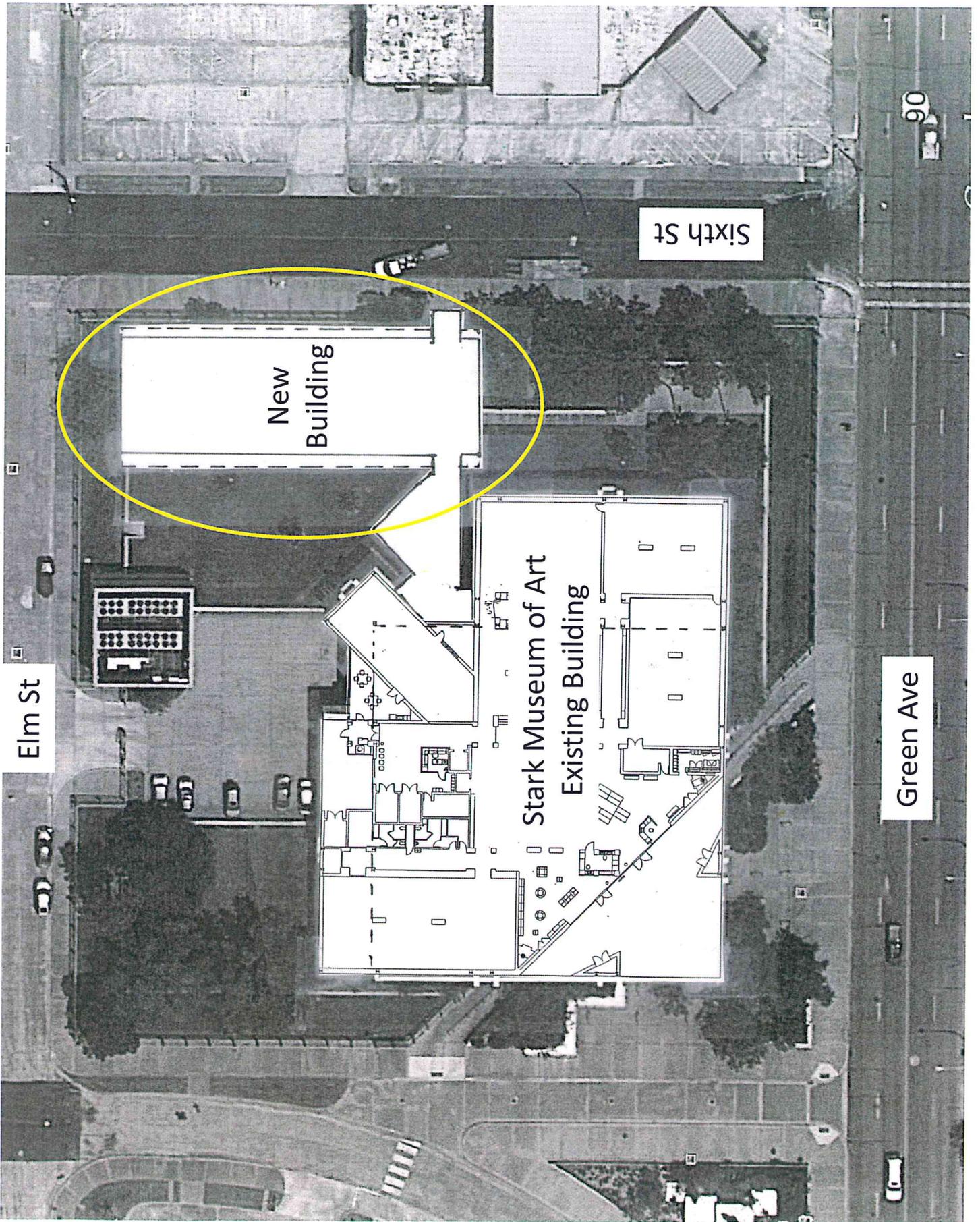
APPROVED:

City Attorney

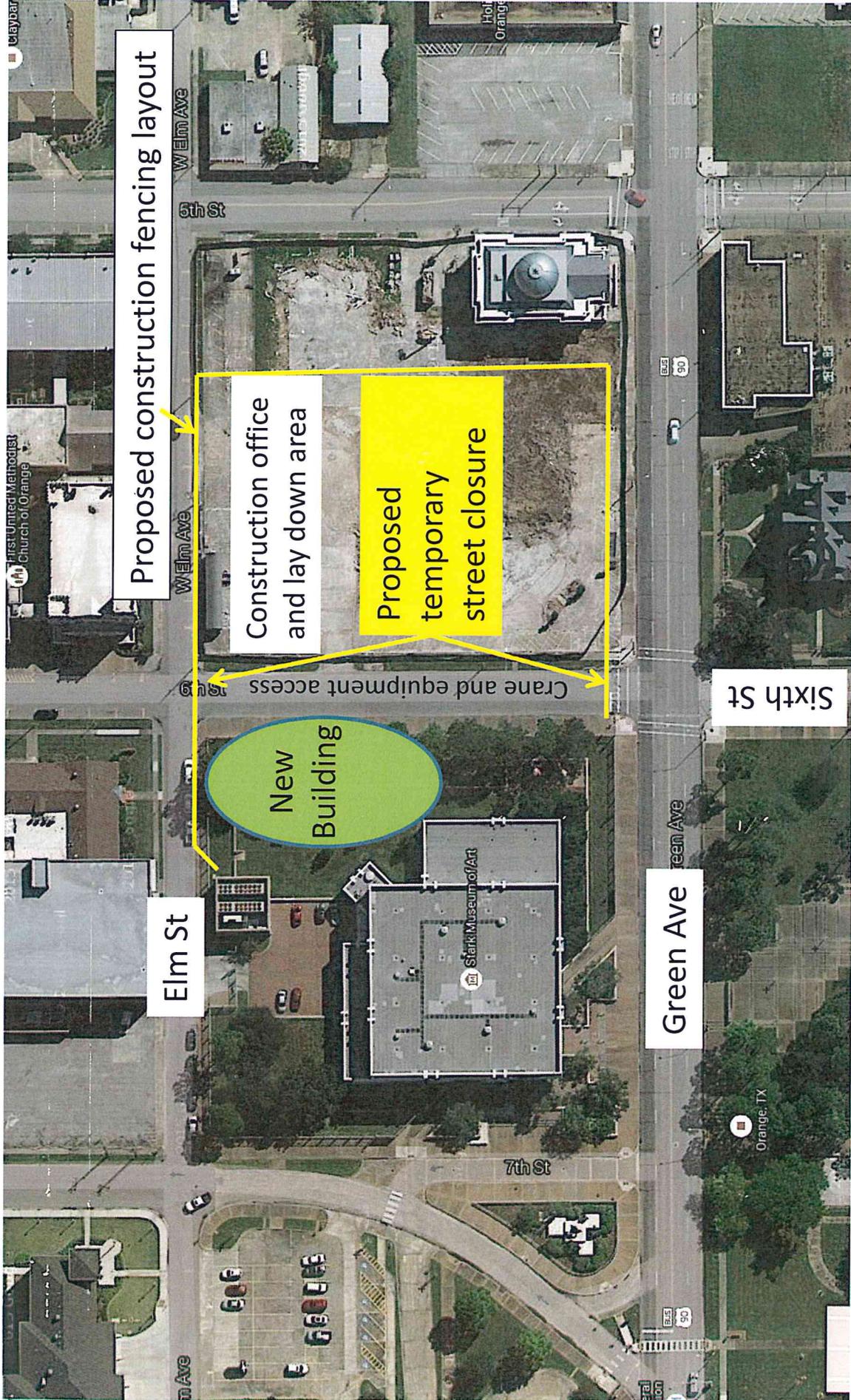
INTEROFFICE MEMORANDUM

TO: MAYOR AND COUNCIL
FROM: SHAWN OUBRE, PH. D.
SUBJECT: STREET CLOSURE
DATE: JUNE 30, 2015
CC: JACK SMITH

The Stark Foundation will be constructing a major new addition to the Stark Museum. To allow construction access, they request the temporary closure of Sixth Street between Green Ave. and Elm St. Construction is projected to start in October, 2015. They estimate completion approximately 18 months later. The closure will create a safer and more efficient work area. The former First Baptist Church Life Center will be used as a lay down yard during the construction period. The Foundation will assume liability of the street during the closure and make any needed repairs to the street after construction is complete. Plans are shown on the attachment. Please let me know if you have questions or need additional information.



Requested Temporary Closure of Sixth Street



MOTION

Motion approving the request by the Stark Foundation to temporarily close Sixth Street between Green Avenue and Elm Street beginning in October, 2015 for a period of approximately 18 months. The Stark Foundation will be constructing a major new addition to the Stark Museum.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

July 14, 2015