

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

**January 12, 2016
9:00 A.M.**

- | | | |
|---|----|-----------------------|
| 1. CALL TO ORDER | | Mayor |
| 2. INVOCATION and PLEDGE OF ALLEGIANCE | | Mayor Pro Tem McKenna |
| 3. MOTION | | |
| a) Motion finding that the advance posting and notice requirements of Article 8.1200 of the Code of Ordinances of the City of Orange, Texas have been met in relation to all minutes and pending ordinances and resolutions on this agenda and that the reading of such items be confined to the captions as are agreed upon by the ordinances and resolutions. | 1 | Mayor/Council |
| 4. APPROVAL OF MINUTES | | |
| a) December 8, 2015 City Council Meeting | 5 | Mayor/Council |
| 5. CITIZEN COMMENTS | | |
| <i>At this time comments will be taken from the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum three minutes for each speaker. Your comments are appreciated. As the Texas Open Meetings Act does not allow the Council to respond to items not listed on the agenda, your comments will be duly noted by the Council and forwarded to the appropriate department for prompt consideration.</i> | | |
| 6. ORDINANCES | | |
| a) <u>Final Reading:</u>

Consider an ordinance adopting a Storm Water Management Plan for the City of Orange. First Reading December 8, 2015 | 11 | Staff: Wolf |

b) First Reading:

Consider an ordinance of the City Council of the City of Orange, Texas abandoning water, sewer and drainage easements underneath or near Velma Jeter Drive; repealing all ordinances in conflict to the extent of any conflict, providing for a severability clause, and establishing an effective date.

49 Staff: Knauf

7. DISCUSSION/ACTION

a) Discussion and possible action regarding the purchase of the First Financial Bank property located at 812 N. 16th Street, Orange, Texas and possible interim lease back agreement with First Financial Bank.

53 Staff: Oubre

8. RESOLUTIONS

a) Consider a resolution authorizing the purchase from First Financial Bank in the amount of \$2,000,000.00, property located at 812 N. 16th Street, Orange Texas to be used as Orange City Hall, Orange Convention & Visitors Bureau, and Orange Economic Development Corporation offices and to enter into an interim lease back agreement with First Financial Bank in the amount of \$10,000.00 per month and to authorize staff to proceed with all necessary documents.

55 Staff: Oubre

b) Consideration and possible action to adopt the following Resolution: Resolution of the City Council of the City of Orange, Texas approving a resolution of the Orange Economic Development Corporation authorizing the issuance of the Orange Economic Development Corporation Sales Tax Revenue Refunding Bonds, Series 2016; approving the issuance of the bonds and the plan of financing authorized thereby and financing documents; resolving other matters incident and related to the issuance of the bonds.

56 Guy Goodson, Germer
PLLC

c) Consider a resolution authorizing the City Manager to execute Change Order No. 5 with Allco for the Wastewater Treatment Plant Rehabilitation Phase 1A & 1B.

62 Staff: Wolf

d) Consider a resolution authorizing Change Order No. 6 with Allco, LLC, for Cooper's Gully Pump Station reducing final contract cost by \$1,500.00 due to a change in materials.

66 Staff: Wolf

e) Consider a resolution awarding a contract to Allco in the amount of \$3,940,528.19 for the Wastewater Treatment Facility Rehabilitation Project - Phase II A and II B.

68 Staff: Wolf

f) First Reading:

Consider a resolution of the City Council of the City of Orange, Texas authorizing the Orange Economic Development Corporation to undertake a project involving Itex Homes, LLC as more particularly described herein and authorizing the Orange Economic Development Corporation to expend funds on the project.

73 Staff: Trahan

9. DISCUSSION/ACTION

a) Consider a motion accepting the Economic Development Corporation audit as presented by Charles E. Reed & Associates, P.C. for the fiscal year ending September 30, 2015.

77 Charles E. Reed & Associates, P.C.

b) Consider a motion approving the Orange Economic Development Corporation's motion of intent to enter into an agreement with Licatino's Collision Center for the expenditure of funds for infrastructure improvements at 1001 Green Avenue, Orange, Texas in an amount not to exceed \$14,500.00 for the purpose of economic development.

78 Staff: Trahan

c) Consider a motion approving the Orange County Tax Abatement Guidelines effective January, 2016 through December 31, 2017.

79 Staff: Trahan

d) Consider a motion approving the donation by AT&T of the building located at 1301 W Burton Avenue, formerly known as the Southwestern Bell Telephone Company building, to the City of Orange for the intended use of public works staff as part of the water and sanitary sewer division.

90 Staff: Trahan

10. REPORTS

a) City Manager Report

b) City Council Report

11. ADJOURN TO CLOSED EXECUTIVE SESSION

a) Deliberation regarding Real Property pursuant to Chapter 551 of the Texas Government Code:

(1) Deliberation regarding the purchase, exchange, lease or value of real property as authorized by subsection 551.072 regarding the First Financial Bank property located at 812 N. 16th Street, Orange, Texas.

Mayor/Council

12. RECONVENE IN OPEN SESSION

a) Take action as necessary regarding item 11 a (1) above.

Mayor/Council

13. ADJOURNMENT

Texas Penal Code 30.06:

“Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun”

“De conformidad con la Sección 30.06 del código penal (entrada de persona con licencia de portar o llevar armas de mano oculta), una persona licenciada bajo el subcapítulo H, capítulo 411 del código de gobierno (ley de licenciamiento para portar o llevar armas de mano) no se permite entrar en esta propiedad con “ninguna armas de mano oculta”

Texas Penal Code 30.07:

“Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly”

“De conformidad con la Sección 30.07 del código penal (entrada de una persona con licencia de portar o llevar armas de mano visible), una persona licenciada bajo el subcapítulo H, capítulo 411 del código de gobierno (ley de licenciamiento para portar o llevar armas de mano visible) no se permite entrar en esta propiedad con ninguna “armas de mano visible”

No Firearms Allowed

No se permite ninguna armas de fuego

STATE OF TEXAS }
COUNTY OF ORANGE }

December 8, 2015

BE IT REMEMBERED THAT a Regular Meeting of the Orange City Council of the City of Orange, Orange County, Texas, was held in the Library Auditorium on Tuesday, December 8, 2015.

COUNCIL MEMBERS PRESENT:	Jimmy Sims Mary McKenna Patrick A. Pullen Dr. Wayne Guidry Bill Mello Larry Spears Jr.	Mayor Mayor Pro Tem Council Member Council Member Council Member Council Member
COUNCIL MEMBERS ABSENT:	Essie Bellfield	Council Member
STAFF MEMBERS PRESENT:	Dr. Shawn Oubre Jay Trahan Rhonda Haskins Patricia Anderson Lane Martin Gail English Jim Wolf Kelvin Knauf Brenna Manasco Lee Anne Brown Mike Zeto Kelly Griffin John Cash Smith	City Manager Assistant City Manager, Director of Economic Development City Secretary Deputy City Secretary Chief of Police Director of Finance Director of Public Works Director of Planning and C o m m u n i t y Development Library Director Deputy Fire Chief CIS Manager Police Evid. & ID Tech City Attorney
STAFF MEMBERS ABSENT:	David Frenzel	Fire Chief

Mayor Sims called the meeting to order at 9:10 A.M.

Council Member Spears 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 Guidry moved to approve the minutes of the November 10, 2015 Regular Meeting of the Orange City Council. Second to the motion was made by Mayor Pro Tem McKenna which carried unanimously.

CITIZEN COMMENTS

Leslie Barras, 912 W. Cypress, advised she supports the resolution on the agenda regarding prohibiting handgun license holders from carrying a handgun or firearms on the designated premises.

ORDINANCES

FIRST READING:

ORDINANCE ADOPTING A STORMWATER MANAGEMENT PLAN FOR THE CITY OF ORANGE.

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

RESOLUTIONS

RESOLUTION AWARDING THE BID FOR THE INSTALLATION OF RADIO-READ METERS TO MCINNIS CONSTRUCTION, INC. IN THE AMOUNT OF \$53,440.00.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-106.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AGREEMENT WITH MR. JEFF GLENDE AS PART OF A FEMA BUYOUT PROGRAM FOR REAL PROPERTY LOCATED AT 6728 GUY LANE, ORANGE, TEXAS 77632.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-107.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH SAINT FRANCIS ASSISI CATHOLIC CHURCH FOR THE DISASTER RELATED USE OF THE FACILITY LOCATED AT 4300 MEEKS DRIVE, ORANGE, TEXAS 77632.

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 2015-108.

RESOLUTION AUTHORIZING A CHANGE IN THE CITY OF ORANGE CODE OF ORDINANCES (CHAPTER 4, ARTICLE 4.1200) EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICE IN REGARDS TO THE MINIMUM LIMITS ON UNINSURED MOTORISTS INSURANCE.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-109.

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ORANGE, TEXAS TO ENTER INTO AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITIES OF PORT NECHES, NEDERLAND, GROVES, PORT ARTHUR, BEAUMONT, JEFFERSON COUNTY, HARDIN COUNTY, AND DEPARTMENT OF PUBLIC SAFETY (THE PARTIES) FOR THE SOUTH EAST TEXAS REGIONAL RADIO SYSTEM (SETRRS).

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-110.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE DEEP SOUTH RACING ASSOCIATION (DSRA) FOR A BOAT RACES EVENT TO BE HELD IN ORANGE, TEXAS - MAY 21 THROUGH MAY 22, 2016.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-111.

RESOLUTION AWARDDING A CONTRACT TO PYROTECNICO FIREWORKS IN THE AMOUNT OF \$20,000.00 FOR THE FIREWORKS DISPLAY FOR THE JULY 4TH CELEBRATION AT THE RIVERFRONT PAVILION ON JULY 4, 2016.

Council Member Spears 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 2015-112.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE SOUTHERN PROFESSIONAL OUTBOARD RACING TOUR (SPORT) FOR THE 2016 TUNNEL BOAT RACES TO BE HELD IN ORANGE, TEXAS - SEPTEMBER 16 THROUGH SEPTEMBER 18, 2016.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-113.

DISCUSSION/ACTION

MOTION REAPPOINTING GEORGE MORTIMER TO THE ORANGE ECONOMIC DEVELOPMENT CORPORATION FOR A TERM ENDING SEPTEMBER 30, 2017.

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

MOTION REAPPOINTING EBB MOORE TO THE ORANGE ECONOMIC DEVELOPMENT CORPORATION FOR A TERM ENDING SEPTEMBER 30, 2017.

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

MOTION ACKNOWLEDGING RECEIPT OF THE ORANGE ECONOMIC DEVELOPMENT CORPORATION INVESTMENT REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2015.

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

MOTION AUTHORIZING THE ATTACHED AMENDMENT TO CHAPTER VI EMPLOYEE PERFORMANCE, SECTION 6 TRIAL EMPLOYMENT PERIOD/PROBATIONARY PERIOD, INTERIM EVALUATIONS, OF THE CITY OF ORANGE PERSONNEL POLICIES AND PROCEDURES.

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

DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF A RESOLUTION PROHIBITING HANDGUNS AND/OR FIREARMS ON CITY PREMISES AS REQUIRED UNDER TEXAS PENAL CODE §46,035, §30.06 & §30.07.

RESOLUTION FOR THE PROHIBITION OF A HANDGUN LICENSE HOLDER FROM CARRYING A HANDGUN OR FIREARM ON THE FOLLOWING PREMISES: (1) A POLLING PLACE ON THE DAY OF ELECTION OR WHILE EARLY VOTING IS IN PROGRESS, (2) ANY GOVERNMENT COURT OR OFFICES UTILIZED BY THE COURT, UNLESS PURSUANT TO WRITTEN REGULATIONS OR WRITTEN

AUTHORIZATION OF THE COURT, AND (3) DESIGNATED AREAS USED FOR PUBLIC MEETINGS SUBJECT TO THE OPEN MEETINGS ACT; AND AFTER PROPERLY POSTING SUCH NOTICE AS REQUIRED UNDER TEXAS PENAL CODE §46.035, §30.06, & §30.07 STATING THAT DOING SO IS PROHIBITED.

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

COUNCIL MEMBERS VOTING AYE: Mayor Sims, Mayor Pro Tem McKenna, Council Member Pullen, Council Member Guidry and Council Member Spears

COUNCIL MEMBERS VOTING NO: Council Member Mello

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-114

CITY MANAGER REPORT

Dr. Oubre reminded Council that the December 22, 2015 Regular City Council Meeting has been cancelled. The next meeting is scheduled for January 12, 2016.

CITY COUNCIL REPORT

Council Member Spears thanked City employees for their hard work.

Council Member Mello thanked Saint Francis for opening its doors in case of emergencies.

Mayor Pro Tem McKenna wished everyone a Merry Christmas and a Happy New Year. She invited everyone to the Southeast Texas Hospice Toilet Paper Tea, December 11, 2015 from 10:00 A.M. until 2:00 P.M. She wished the West Orange Stark Mustang Football Team good luck this weekend in the playoffs.

Council Member Guidry thanked Ms. Barras for her input on the resolution regarding handguns or firearms. He wished everyone a great holiday season.

Council Member Pullen thanked the Fire Department for the invitation to attend the Sabine Neches Chiefs Association Banquet. He wished everyone a Merry Christmas and a Happy New Year.

Mayor Sims thanked City staff for their outstanding job. He wished everyone a safe and Merry Christmas.

ADJOURN TO CLOSED EXECUTIVE SESSION

- a) Deliberation about Real Property pursuant to Chapter 551 of the Texas Government Code:
 - (1) Deliberation regarding the purchase, exchange, lease or value of real property as

authorized by subsection 551.072 regarding the AT&T building located at 1301 Burton Avenue.

The Council met in closed executive session at 10:06 A.M.

RECONVENE IN OPEN SESSION

The Council reconvened in open session at 10:20 A.M.

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

MOTION AUTHORIZING CITY STAFF TO EXECUTE ALL DOCUMENTS TO ACCEPT THE GIFTING OF THE AT&T BUILDING LOCATED AT 1301 BURTON AVENUE.

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

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 Spears which carried unanimously.

The meeting adjourned at 10:21 A.M.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

November 18, 2015

To: Dr. Shawn Oubre, City Manager
From: James B. Wolf, Public Works Director
Re: Stormwater Quality Ordinance
Orange and Hardin County Stormwater Quality Coalition

Please find attached the proposed Storm Water Quality Ordinance as provided by Carroll & Blackman, Inc.

The need for the ordinance is a result of the Texas Commission on Environmental Quality TPDES General Permit No. TXR040000. TCEQ requires all entities covered by the permit to adopt regulations to insure stormwater quality within their regulated area. The Stormwater Management Plan developed for the City of Orange accomplishes this by the use of an Ordinance. The ordinance contains regulations for illicit discharges, construction site runoff, post-construction stormwater management, and pollution prevention. The ordinance was developed according to the TCEQ TPDES General Permit No. TXR040000.

Pursuant to the above we recommend adoption of the Ordinance as a participant in the Orange and Hardin County Stormwater Quality Coalition. If you agree please place on the next Council's agenda.

Storm Water Quality Ordinance

City of Orange, Texas

Ordinance No. _____

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SECTION I. INTERPRETATION

- A.** This Ordinance, adopted by resolution of the City of Orange, Texas sets forth the administrative procedures, standards, and enforcement remedies which shall be used by the City in meeting the requirements of the Texas Pollutant Discharge Elimination System (TPDES) Phase II Municipal Separate Storm Sewer System (MS4) General Permit as promulgated by the Texas Commission on Environmental Quality.
- B.** The provisions of this Ordinance shall be regarded as the minimum requirements for the protection of the public health, safety, general welfare, and environment. This Ordinance shall therefore be regarded as remedial and shall be liberally construed to further its underlying purpose.
- C.** This Ordinance is not intended to interfere or conflict with, abrogate, or annul any other regulation, ordinance, statute, or provision of law.
- D.** Whenever a provision of this Ordinance and a provision of any other law, ordinance,

resolution, rule, or regulation of any kind, including any other provision of this Ordinance, contains any restrictions covering the same subject matter, the more restrictive shall govern.

E. The foregoing principles notwithstanding the City directs those city officials responsible for enforcement of this Ordinance to utilize a reasonable common sense approach in the interpretation and application of the specific provisions of this Ordinance. To this end, city officials charged with the responsibility for enforcement and administration of provisions of this Ordinance shall be entitled to utilize discretion in waiving specific application requirements, provided that such discretion shall be exercised in a manner to preserve the purposes and intention of this Ordinance and to not jeopardize the health, safety, or general welfare of the public or the environment. When exercising discretion to waive or modify any specific application requirements, said city official shall consider:

1. The scope and nature of the proposed project;
2. The impact of the project on the properties in the general vicinity of the project;
3. The impact of the project on municipal facilities and services, including without limitation, streets, water, sewer, drainage, police, and fire protection services; and
4. Whether the information contained in a requirement sought to be waived is reasonable and readily available from other materials submitted in conjunction with the application.

F. Strict enforcement of each provision of this Ordinance shall not be required and the city official charged with enforcement of this Ordinance shall be entitled to utilize the legal principle of prosecutorial discretion.

SECTION II. INTENT AND OBJECTIVES

A. Intent

The intent of this Ordinance is to prevent the pollution, impairment, or destruction of a natural resource or the public trust in the City unless (1) there is no feasible and prudent alternative and (2) the activity is consistent with the promotion of public health, safety, and welfare rather than the public's paramount concern for protection of its natural resources.

B. Objectives

The objectives of this Ordinance are protecting the quality of water in the city's drainage ways and subsequent receiving waters in accordance with state and local regulations.

SECTION III. ADMINISTRATION

Except as otherwise provided herein, the Director of Public Works, shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted to, or duties imposed upon the Director of Public Works, may be delegated to an appointed representative.

SECTION IV. SEVERABILITY

If the provisions of any article, section, subsection, paragraph, subdivision, or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision, or clause of this Ordinance.

SECTION V. ABBREVIATIONS

The following abbreviations, when used in this Ordinance, shall mean the following:

BMP	-	Best Management Practice
EPA	-	Environmental Protection Agency
MS4	-	Municipal Separate Storm Sewer System
NOV	-	Notice of Violation
SWO	-	Stop Work Order
SWPPP/SWP3	-	Storm Water Pollution Prevention Plan
TCEQ	-	Texas Commission on Environmental Quality
TPDES	-	Texas Pollutant Discharge Elimination System

SECTION VI. DEFINITIONS

For the purposes of this Ordinance, the following shall mean:

Affidavit – A sworn statement in writing, submitted by a person, or persons, to the Director of Public Works, that is to be used as a legal document committing the said person to a long- term maintenance agreement with the City for maintenance of post-construction control measures.

Applicant – Any person that submits an application for a Storm Water Permit and is (1) the owner of the property upon which construction is proposed or is taking place; or (2) the lessee if the lessee undertakes development of the property under the terms of the lease.

Best management practices (BMPs) – Schedules of activities; prohibitions of practices; maintenance procedures; material storage shelters or covers; drainage management; runoff control devices or structures; retention or detention structures; trapping, separating, or settling devices; spill prevention or control devices and tools; waste

treatment plants and devices; managed waste disposal devices and procedures; and other management practices to prevent or reduce the pollution of waters of the U.S.

City Manager – Person appointed to the position of City Manager, or his or her duly appointed representative.

Closure activities – Activities, or the process thereof, that result in the final stabilization of a construction site and leave the site in good repair.

Commencement of construction – The first disturbance of soils associated with or caused by move-in of equipment, installation of access roads or trails, storage of materials or equipment, clearing, grading, demolition, building, excavation or similar activities at a construction site.

Compliance Order – An order issued by the Director of Public Works requiring a discharger to comply with this Ordinance by means specified in the order.

Consent Order – An order issued by the Director of Public Works to which a discharger agrees to bring the discharge into compliance to this Ordinance.

Construction activity – Activities involving clearing, grading, demolition, excavation, filling, or building of above and below ground structures and buildings, support and auxiliary facilities, transportation facilities, container and containment structures, above and below ground utilities and associated auxiliary facilities, pipelines and conveyances, and similar activities undertaken for public purposes or needs; for preparation of land, structures, or facilities for commercial purposes, use, or sale; or for preparation of land, structures, or facilities for industrial purposes, use, or sale.

Construction site – The entire location where any construction or construction related activities occur which are part of a common plan of development or project.

Director of Public Works – Person appointed to the position of Director of Public Works, or his or her duly appointed representative.

Discharge – Any addition or introduction of any pollutant, storm water, or any other substance whatsoever into the municipal separate storm sewer system (MS4) or into waters of the U.S.

Discharger – Any person who causes, allows, permits, or is otherwise responsible for a discharge, including, without limitation, any operator of a construction site.

Emergency Cease and Desist Order – An order issued by the Director of Public Works requiring immediate cessation of a discharge because of imminent endangerment to the public or the environment.

Final stabilization – The condition, or the activities leading thereto, of a construction site wherein all soil disturbing activities at the site have been completed, and a uniform

perennial vegetative cover, or equivalent permanent erosion prevention measures, has been established over all areas not paved or covered by permanent structures or impervious surfaces.

Illicit connection – Any connection to a storm water conveyance without permit or exemption from prohibition of such connection.

Illicit discharge – A discharge of liquid or solid wastes, or combination thereof, which is discharged to a storm water conveyance without permit or exemption from prohibition of such discharge.

MS4 – The municipal separate storm sewer system, incorporating the entire system of storm water conveyances, but not sanitary or industrial wastewater sewers, or a single conveyance in such entire system, natural or man-made, lying within the boundaries of the City.

MS4 Permit – The TPDES permit issued to the City and other co-permittees for the discharge of storm waters from the MS4.

Municipal Separate Storm Sewer System (MS4) – Storm water conveyances lying within the corporate limits of the City, including but not limited to, storm water sewers, inlets, catch basins, traps, gutters, drains, ditches, culverts, canals, ponds, and other storm water conveyances, both natural and man-made, designed or used for collecting or conveying storm water, and which are not used for collecting or conveying sewage.

National Pollutant Discharge Elimination System (NPDES) permit – National Pollutant Discharge Elimination System permit issued by the EPA for the discharge of storm waters pursuant to authority delegated to the State by the EPA for issuance of NPDES permits.

Notice of Violation (NOV) – A legal notice issued by the Director of Public Works indicating a discharge is in violation of this Ordinance and that the violator must eliminate such discharge.

NPDES Permitting Authority – The environmental agency that is responsible for the oversight and enforcement of the NPDES Phase II MS4 Storm Water Permit.

Open space design – A low impact site design technique that concentrates dwellings in a compact area in one portion of the development in exchange for open space and natural areas elsewhere on the site. Open space designs are used to reduce impervious surfaces, storm water pollutants, and the loss of natural areas on a site.

Operator of a construction site – The person or persons who either individually or taken together, (1) have, by virtue of ownership or lease, operational control over the construction specifications (including the ability to make modifications in specifications); (2) have by virtue of ownership, lease, or contract, the day-to-day operational control over those activities at the construction site sufficient to ensure compliance with pollution

prevention requirements and any permit conditions; or (3) have financial control of construction and authority to direct, either directly or indirectly, the construction activities to be undertaken at the site.

Outfall – The outlet of a body of water, in particularly, the point where a storm conveyance reaches its receiving water.

Owner – The person who owns a facility, property on which a facility occurs, part of a facility, or part of the property on which a facility occurs; in the case of a mortgaged facility or property, the person who has a mortgage on the property and who will obtain, upon proper payment to a financial institution, ownership of the property; in the case of a facility or property for which a person has an option to purchase and such person acts, in effect, as an owner. Also, the person who owns a site or facility and who has ultimate financial responsibility for activities conducted at the site or facility.

Person – Any individual; group of people by virtue of contract or mutual consent acting as a single entity; group of people assigned joint responsibility under requirements of this Ordinance; partnership; co-partnership; firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity; or the legal representatives, agents, or assigns of any person as defined in this paragraph. This definition includes all federal, state, and local governmental entities.

Petition for Reconsideration – Written document submitted by a person to the City Manager requesting reconsideration of a previously issued SWO; Compliance Order; Remediation, Abatement, and Restoration Order; or Emergency Cease and Desist Order.

Pollutant – Dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, sediment, and industrial, municipal, and agricultural waste discharged into water. The term “pollutant” does not include tail water or runoff from irrigation or rainwater runoff from cultivated or uncultivated rangeland, pasture land, and farm land.

Pollution – The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the U.S. that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Receiving waters – Any water of the U.S. that accepts storm water runoff as overland sheet flow, channelized flow from a man-made or natural drainage channel, or similar structure, and is considered to be the ultimate destination of the storm water.

Remediation, Abatement, and Restoration Order – A legally issued order by the Director of Public Works to correct or repair damage; stop, or otherwise control pollutant discharge; and/or to rehabilitate and return to original quality some condition in the environment.

Runoff coefficient – A measurement of the amount of the precipitation that falls on a specific surface actually ends up as storm water runoff.

Scour velocity – The velocity, measured in feet per second, at which water has the ability to cause erosion. Scour velocities depend on topography, soils, and runoff rates.

Show Cause Hearing – A hearing for which a violator of this Ordinance must provide reason why a proposed enforcement action by the Director of Public Works should not be undertaken.

Stop Work Order (SWO) – A legal order issued by the Director of Public Works to stop construction because of non-compliance to this Ordinance.

Storm water – Water derived solely and directly from rainfall or snowmelt runoff and appearing as overland flow, flow in drainage conveyances, or flow in natural watercourses and man-made waterways.

Storm Water Permit – Authorization issued by the City to conduct construction activities.

Storm Water Pollution Prevention Plan (SWPPP or SWP3) – A plan that describes the practices, and the procedures for their implementation, that are to be used to reduce the pollutants in storm water discharges associated with construction or other industrial activity at a facility.

Storm Water Quality Plan – A plan describing how construction is to be performed and how the site closure is to be accomplished, including post-construction control measures, at a construction site. A Storm Water Quality Plan is required to obtain a Storm Water Permit from the City.

Urban forestry – A low impact site design technique that utilizes environmentally sensitive practices and promotes the planting of trees and other vegetation to help control erosion and improve the quality of storm water runoff from construction sites within urbanized areas.

Warning Notice – A notice issued by the Director of Public Works stating that a discharge is in violation of this Ordinance and requesting that the cause of discharge be investigated and that any violations be stopped.

Waters of the U.S. – All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters in which the use, degradation, or destruction would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters

within the federal definition of “waters of the United States” at 40 CFR 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the federal Clean Water Act.

Wetland – An area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and which under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Working day – Any calendar day, 8 a.m. to 5 p.m., but not including Saturday, Sunday, any legal holiday recognized by the City or any day for which the Director of Public Works’ offices are closed for ordinary and general business.

SECTION VII. ILLICIT DISCHARGES

A. Discharge Prohibitions

1. Prohibition of Illegal Discharges

No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause and/or contribute to a violation of applicable water quality standards, other than storm water.

The commencement, conduct, or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

- a. The following discharges are exempt from discharge prohibitions established by this Ordinance: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wetland flows, swimming pool draining, fire fighting activities, and any other water source not containing pollutants.
- b. Discharges specified in writing by the City as being necessary to protect public health and safety.
- c. Dye testing is an allowable discharge, but requires a written notification to the City prior to the time of the test.
- d. The prohibition shall not apply to any non-storm water discharge permitted under a NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the

NPDES Permitting Authority, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

2. Prohibition of Illicit Connections

- a. The construction, use, maintenance, or continued existence of illicit connections to the storm drain are prohibited.
 - b. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
 - c. A person is considered to be in violation of this Ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.
3. *Specific Prohibitions of Construction Related Illicit Discharges.* It is unlawful for a person to intentionally, knowingly, recklessly or with criminal negligence, create, cause, introduce or contribute to creating, causing or introducing any discharge that causes and/or contributes to a violation of applicable water quality standards, a discharge or flow composed of one or more of the following from construction sites:
- a. Pollutants from equipment, vehicle and/or other wash waters;
 - b. Pollutants from exposed building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste or other similar materials;
 - c. Pollutants from spills and/or leaks;
 - d. Pollutants from washout wastewater, fuels, oils, soaps, solvents, and dewatering activities;

B. Suspension of MS4 Access

1. Suspension due to Illicit Discharges in Emergency Situations

- a. The Director of Public Works may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge that presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the United States.

- b. If the violator fails to comply with a suspension order issued in an emergency, the Director of Public Works may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the United States, or to minimize danger to the public.

2. Suspension due to the Detection of Illicit Discharge

- a. Any person discharging to the MS4 in violation of this Ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City Manager will notify a violator of the proposed termination of its MS4 access. The violator may petition the City for a reconsideration and hearing (See SECTION XII).
- b. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the Director of Public Works.

SECTION VIII. CONSTRUCTION STORM WATER MANAGEMENT

A. General Provisions

1. Construction Related Violations

- a. Construction not conducted in accord with the requirements of this Ordinance shall be deemed a violation of this Ordinance.
- b. Construction not initiated or terminated within the time frame authorized by the Director of Public Works by notice, permit or license when such authorization is required by this Ordinance shall be a violation of this Ordinance.
- c. It shall be a violation of this Ordinance to not comply with requirements for timely application for a Storm Water Permit and with the requirements for a Storm Water Quality Plan.

2. Pollution Prevention Requirements

- a. Any and all owners and/or operators of a construction site and any and all other persons undertaking construction activities as a contractor or subcontractor at a construction site shall use best management practices to control, reduce, and prevent, to the maximum extent

practicable, the discharge of pollutants to the MS4 and/or waters of the U.S.

- b. The discharge of pollutants to the MS4 and/or waters of the U.S. from activities conducted by said operator, contractor, or subcontractor include but is not limited to: sediment, silt, earth, soil, dirt, sand and gravel; lime, liquids, solids, and semi-solids used for soil treatment, preparation, or amendment; concrete, slurries, grout, tar, and asphalt; construction vehicle and/or equipment cleaning wash waters; construction vehicle cleaning and wash waters; construction vehicle maintenance fluids such as hydraulic fluids, lubricants, fuels, brake fluids, and coolants; hazardous or extremely hazardous materials; materials resulting from repair, renovation, or demolition such as concrete, reinforcing bar, steel, wire, tar paper, roofing materials, sheet rock, plaster, wood, cellar dirt and carpeting; residual and surplus construction materials; paint, paint thinner, paint equipment cleaner and wastewater from the cleaning of painting equipment and supplies; waste construction material packaging and containers; and construction trash, debris, and waste building materials, building products, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, washout waters, spills, leaks, solvents, and dewatering activities.

3. Stop Work Order (SWO)

- a. Whenever the Director of Public Works determines that the operation of a construction site has violated, or continues to violate, any provision of this Ordinance, or any order issued hereunder, as it may pertain to the operation of the construction site, the Director of Public Works may order that a SWO be issued.
- b. When a SWO is issued, it shall be issued to the operator of the construction site for which construction is to stop, be posted at the site, and distributed to all City departments and divisions whose decisions affect any activity at the site.
- c. Unless express written exception is made by the Director of Public Works, the SWO shall prohibit any and all further construction activity at the site, and shall bar any further inspection or approval by the City of any work associated with a building permit, Storm Water Permit, or any other City approval necessary to commence construction or to assume occupancy at the site.
- d. Issuance of a SWO shall not be a bar against, or a prerequisite for, taking any other action against the construction site operator.

B. Construction Site

1. Site Limits

A construction site is the location and all the areas wherein construction activity, which is all or part of a common development or project, are occurring, proposed to occur, or have occurred, irrespective of whether that construction is in compliance with this Ordinance, irrespective of whether that construction activity is ongoing or temporarily suspended for any purpose, and irrespective of whether the Director of Public Works has granted authorization to undertake the construction activity. For purposes of this Ordinance, a construction site shall encompass:

- a. all land and surface water areas where the construction activities of any type, including all areas of land surface disturbed by or as a consequence of the construction activities or other activities in support of the construction activities, are undertaken as part of a common plan of development or project;
- b. all areas of land to be disturbed by construction of a common plan of development or project, irrespective of whether such construction is undertaken or planned to be undertaken in one phase or stage or different phases or stages and irrespective of whether such construction is undertaken or planned to be undertaken at different, separate, or simultaneous times;
- c. all areas of land where the land is to be disturbed by construction of a common plan of development or project, irrespective of whether undertaken at contiguous or separate locations within the general area encompassed by the common plan of development or project, provided such boundary lies on or is within the boundary of property collectively owned or leased by one or more parties undertaking any or all of the construction activities; and
- d. all areas of ongoing, temporarily suspended, yet-to-be undertaken, and completed construction encompassing the totality of the construction activities, irrespective of whether any or all the construction activities are within compliance with this Ordinance.

2. Redefining of Construction Site Limits

The Director of Public Works shall have the right to redefine, for purposes of compliance with this Ordinance, the limits of a construction site in extent and amount necessary and sufficient in the judgment of the Director of Public Works to prevent the actual or potential discharge of pollutants from the construction site to the MS4 or waters of the U.S. to the maximum extent practicable, provided the limits so defined lies on or within the boundary of

property collectively owned or leased by one or more operators undertaking any or all of the construction activities at the site.

3. Cessation of Construction Site

A construction site shall, for the purposes of this Ordinance, cease to be a construction site only at such time that all requirements for closure of the construction site as specified by this Ordinance have been met.

C. Operators, Owners and Applicants

1. Definition of Owner and/or Operator

A construction owner/operator, as defined by and for the purposes of this Ordinance, is the person or persons who, individually or collectively, own or lease the property upon which the construction activity is proposed to, or does, take place; has legal, financial, and operational control over construction specifications (including the ability to make modifications in specifications); has control over activities at the construction site sufficient to ensure compliance with applicable requirements of this Ordinance either directly, by delegation, by authorized representative, or by contract; and has the authority for undertaking or directing the undertaking of any or all construction activities at a construction site in accord with plans and specifications.

a. Owner and/or Operator Responsibility

A construction owner and/or operator shall be fully responsible for compliance with all requirements of this Ordinance for construction activities, as may be applicable to the type of construction activities being conducted, proposed to be conducted, or that have been conducted by the owner and/or operator at a construction site, including but not limited to making application for a Storm Water Permit, preparing a Storm Water Quality Plan, performing closure of the construction site.

b. Change in Owner and/or Operator

In the event that the owner and/or operator of the construction site changes, all or in part, any and all Storm Water Permits, Storm Water Quality Plans for construction yet to be completed must name the new and continuing owners' and/or operators' names. Any permits, plans, or notices that have been issued or approved by the City for the construction to the original owner(s) must be reissued or re-approved, as appropriate, with the name(s) of the new owner(s) and/or operator(s) in the same manner as the original owner and/or operator, such reissuance or re-approval being obtained no later than two (2) working days after such change.

2. Applicant

For the purpose of any applications for construction activities that may be required by this Ordinance, an applicant is the person or persons making such application and is:

- a. An owner of the property upon which construction is proposed or is taking place; or
- b. A lessee if the lessee undertakes development of the property under the terms of the lease.

3. Division of Responsibility

In the event the owner and/or operator of a construction site is more than one legal entity, the Director of Public Works may, but is not required to, define those areas or sub areas of a construction site or those construction activities at a construction site for which each entity shall be considered responsible and held liable for complying to this Ordinance.

D. Construction Activities

1. Types of Construction Activities

- a. Construction activities are those activities which result in exposure of raw soil on a temporary or permanent basis and may include, but are not necessarily limited to, one or more of the following activities or practices when such activities are done for the purpose(s) of: smoothing, clearing, removing trees and vegetation, configuring or shaping the land surface or subsurface; modifying drainage, drainage patterns, drainage conveyances, or drainage facilities; removing, destroying, or demolishing existing structures, surfaces or facilities; preparing the land for construction of roads, highways, curbs, gutters, drainage devices, vehicle parking, buildings, structures, walls, roofs, floors, pads, foundations, tanks, basements, pipes, or utilities.
- b. For the purposes of this Ordinance, the Director of Public Works may define any activity or practice that is similar to, in support of, or associated with said activities as a construction activity.

2. Construction Conduct

- a. Any construction at a construction site shall be performed so as to reduce, to the maximum extent practicable, the discharge of sediments and other pollutants from the construction site.

- b. An owner and/or operator of a construction site shall maintain on-site and make available for inspection by the Director of Public Works, or appointed representative thereof, any notice, permit or license for construction, and any pollution control plan that may be required by this Ordinance or other state or federal regulation.
- c. Application for a Storm Water Permit shall be submitted to the Director of Public Works at least two (2) working days prior to beginning construction activities of any type, including clearing and leveling activities, for any construction site for which construction activities at the site will disturb in total one (1) acre or more of land surface area.
- d. A Storm Water Permit, issued by the Director of Public Works prior to commencement of construction activities, shall be obtained for any construction site for which construction activities at the site will disturb in total one (1) acre or more of land surface area.
- e. A Storm Water Quality Plan shall be submitted to, and approved by, the Director of Public Works prior to commencement of any construction activity at a construction site for which a Storm Water Permit is required.
- f. The Director of Public Works may require that a construction site of any size conform to any and all conditions of this Ordinance for construction activities if the Director of Public Works determines that such requirements are necessary to prevent a significant discharge of pollutants to the City's MS4 or waters of the U.S., or are necessary because of imminent harm to the public or the environment.

3. Closure and Final Stabilization of Construction Site

a. Closure Activities

Construction activities at a site, for the purposes of this Ordinance, shall not be complete until proper closure of the site has been accomplished. Until such time proper closure has been achieved, the owner and/or operator of the site is subject to all applicable requirements for conduct and completion of construction activities at the construction site. Any owner and/or operator of a construction site shall complete all construction activities at a construction site in compliance with the requirements of this Ordinance for proper closure.

b. Proper Closure

Proper closure includes, but is not limited to, the following:

- i. Final stabilization of the site;
- ii. Removal of all construction surplus and residual materials, supplies, packaging, drums, cans, and containers;
- iii. Removal of all surplus and residual soaps, cleaners, pastes, mastics, solvents, materials for soil amendment or preparation and similar construction materials;
- iv. Removal of all excess, surplus, and unused construction vehicle maintenance fluids, including lubricants, fuels, brake fluids, and coolants;
- v. Removal of all wastes, trash, and debris
- vi. Removal of any waste bins, enclosures, drums, or similar containers which are not intended to serve as permanent waste storage containers at the site;
- vii. Removal of all temporary storm water pollution control devices, structures, and materials;
- viii. If not intended for removal in City approved plans or specifications for the site, and to the extent a construction owner and/or operator or their activities are responsible for the damage or loss of function or capacity of storm water conveyances and appurtenances:
 - 1) Repair or replacement of damaged storm water conveyances and appurtenances;
 - 2) Repair or replacement of damaged drainage works and facilities; and
 - 3) Restoration of proper function and capacity of storm water conveyances.

4. Inactive Construction Sites

A construction site for which active and ongoing on-site construction activities have halted for a period of fourteen (14) continuous calendar days and for which proper closure actions as required by this Ordinance have not been conducted, shall be considered in violation of this Ordinance, unless the construction site owner and/or operator has demonstrated to the satisfaction of the Director of Public Works that:

- i. Such lack of active and ongoing on-site construction activity is a result of only temporary suspension of activities; and
- ii. Site conditions are and will be maintained in a condition satisfactory to prevent the discharge of pollutants to the City's MS4 or waters of the U.S. to the maximum extent possible during the period of temporary suspension of construction activities.

5. Final Acceptance of Site Closure Requirement

The owner and/or operator receiving the conditional acceptance shall make application to the Director of Public Works in a manner specified by the Director of Public Works to receive the final acceptance of site closure. Means by which the owner and/or operator can demonstrate satisfaction of the terms of the conditional acceptance include but are not limited to the following:

- i. All mandatory deadlines for inspection by the Director of Public Works of the areas of the construction site for which the conditions established in the conditional acceptance have passed;
- ii. The owner and/or operator submits a certification to the Director of Public Works that the conditions of the conditional acceptance have been met, the owner and/or operator requests in writing to the Director of Public Works that such certification be accepted and the City notifies the owner and/or operator that the request for such acceptance of such certification is accepted; or
- iii. The owner and/or operator submits a certification to the Director of Public Works that the conditions of the conditional acceptance have been met, the owner and/or operator requests in writing to the Director of Public Works that such certification be accepted and the City does not notify the operator within thirty (30) calendar days of receipt of such written request that the request for such acceptance of such certification is accepted or denied.

E. Storm Water Permit

1. General Provisions

- a. A Storm Water Permit authorizes a construction owner and/or operator to conduct construction activities. Obtaining a Storm Water Permit does not relieve an owner and/or operator of complying to any and all applicable requirements of this Ordinance exclusive of those dealing with construction.

- b. A Storm Water Permit, when required, shall be obtained prior to the start of any construction activity at a site by application to the Director of Public Works by the owner and/or operator of the construction site at which construction occurs or is proposed, such application providing such information the Director of Public Works may require.
- c. Application for a Storm Water Permit shall require the submission of a Storm Water Quality Plan to the Director of Public Works for review, such plan providing the information the Director of Public Works shall deem as necessary to judge the sufficiency of the plan, when implemented, to reduce the discharge of pollutants from the site to the maximum extent practicable.
- d. The Storm Water Permit must be obtained from the Director of Public Works at least two (2) working days prior to commencement of construction. Only that construction activity which is described in the Storm Water Permit can be undertaken.
- e. The Storm Water Permit shall be posted at the construction site, and no construction activity can occur prior to the date of commencement, or after the date of termination, authorized by the Storm Water Permit.
- f. Construction must be started no later than thirty (30) calendar days after the date of commencement of constructions specified in the Storm Water Permit. Failure to begin construction within the specified time frame will render the Storm Water Permit void.
- g. Application for a change in the date of commencement of construction or the date of termination of construction specified in a Storm Water Permit, must be made at least two (2) working days prior to: (1) the date of the proposed change for commencement; and/or (2) the date of the originally specified termination date or latest previously approved date of extension.
- h. If for any reason the Storm Water Permit is suspended, revoked, terminated, or voided, construction activity at the site shall immediately cease.

2. Contents of a Storm Water Permit

- a. Address or other description of location of the construction site;
- b. Name and address of the construction site owner and/or operator, either property owner or lessee, and name and address of general construction contractor, if different from property owner or lessee;

- c. Name, address, and business telephone number of the construction site owner and/or operator's on-site representative;
- d. Earliest date of commencement of construction activity;
- e. Proposed dates of termination of construction activity, completion of final stabilization activities, and closure of the site;
- f. Practices to be employed for site stabilization during the course of the construction;
- g. A site plan identifying land areas to be disturbed and types of disturbance proposed, with identification of those areas which will, after completion of all construction activity, be pervious and impervious;
- h. Description of means by which the site is to be stabilized during suspension of construction activity for periods of fourteen (14) or more days and permanently stabilized by the time of completion of construction activities;
- i. Any other information the Director of Public Works may deem necessary, whether or not required of any other owner and/or operator making application for a Storm Water Permit; and
- j. Certification by the applicant for the Storm Water Permit that the information provided on the Storm Water Permit application is true and accurate.

3. Amendment to Storm Water Permit

- a. Application for amendment to a Storm Water Permit can be made at any time two (2) or more working days prior to the time identified in the Storm Water Permit for completion of construction activities, provided the person(s) making application is not in violation of this Ordinance.
- b. If the application for amendment to a Storm Water Permit requires a change in the Storm Water Quality Plan in order for the Storm Water Quality Plan to remain true and accurate should construction be undertaken in accordance with the amendment, an appropriately modified Storm Water Quality Plan shall also be provided at the time of application for amendment to the Director of Public Works.

4. Late Filing of Amendment To a Storm Water Permit

- a. If application for amendment to a Storm Water Permit is made less than

two (2) working days prior to the time for which the activities or conditions described by the amendment are to occur, exist or come about, and such activities or conditions are not authorized by the Storm Water Permit prior to application for amendment, the application shall be deemed to be a Late Filing of Storm Water Permit Amendment.

- b. A Late Filing of Storm Water Permit Amendment shall meet all the same conditions and requirements as application submitted more than two (2) working days prior to the time for which the activities or conditions described by the amendment are to occur, exist or come about, and include other such information the Director of Public Works may require.
- c. Construction to be undertaken in accord with a Late Filing of Storm Water Permit Amendment shall not be undertaken until such amendment is approved by the Director of Public Works.
- d. Approval by the Director of Public Works of a Late Filing of Storm Water Permit Amendment or payment of any fees for such filing shall not relieve the applicant from any or all administrative enforcement remedies, judicial enforcement remedies, enforcement actions, or other remedies allowed by this Ordinance.

5. Exemptions

Exemptions from requirements for a Storm Water Permit and Storm Water Quality Plan shall apply for the following situations or conditions:

- a. The construction activity is undertaken at a single or multiple family residential property site for the sole purpose of maintenance of the residential property site;
- b. The Director of Public Works determines the construction is necessary on an emergency basis because of imminent harm or endangerment to the public or environment, in which case the construction may be continued only so long as such imminent harm or endangerment or threat of harm or endangerment exists;
- c. The Director of Public Works may provide a waiver to the requirement for a Storm Water Permit upon the request of the owner and/or operator seeking such waiver. The waiver is to be provided only if the construction for which waiver is sought is demonstrated to the satisfaction of the Director of Public Works to meet all of the following conditions:
 - i. Will not contribute to a violation of this Ordinance or any

- permit or license the City may hold to discharge storm water;
- ii. The construction activity is of such size, extent, magnitude, or location as to neither allow, cause, or have potential to cause a significant discharge of sediments or other pollutants to the City's MS4 or waters of the U.S.;
 - iii. There is a compelling public interest for issuance of a waiver;
 - iv. It is in the general interest of the health and safety of people in the City or protection of the environment that such waiver be provided, such interest not to be based upon cost or economic considerations as they may apply to or affect the owner and/or operator seeking waiver of the permit; and
 - v. Other such conditions the Director of Public Works may deem necessary to ensure that significant discharge of sediment and other pollutants does not occur.

F. Storm Water Quality Plan

A Storm Water Quality Plan is required for a City Storm Water Quality Permit. The Storm Water Quality Plan shall be prepared in accordance with good pollution control practices. The plan does not have to be prepared by a registered engineer.

The main objective of the plan is to identify potential sources of pollution, including sediment, which may reasonably be expected to affect the quality of storm water discharges associated with construction and development. The plan must describe the implementation of best management practices (BMPs), which will be used to reduce the pollutants in storm water discharges associated with construction and post-development runoff.

Storm Water Quality Plans shall be retained on site during the course of construction and shall be available for inspection by the City upon request.

1. Contents of Storm Water Quality Plan

a. Site Description

- i. A description of the construction activity;
- ii. A copy of any development plans;
- iii. A proposed construction schedule;
- iv. Total area of the site, and total disturbed area, including off-site staging/storage areas;

- v. A description of the existing vegetation at the site, including coverage;
- vi. The location of other sources of pollution, such as vehicle fueling, storage of chemicals, concrete washout areas, etc.; and
- vii. The name of the receiving water(s) and description of any outfalls (size, type, and location), if the discharge is to an MS4, the name of the system, the location of the storm sewer discharge, and the ultimate receiving water(s).

b. Best Management Practices (BMPs)

The plan should indicate locations for and descriptions of control measures that will be used. The plan should clearly describe the implementation of BMPs relevant to each phase of site development such as:

- i. before clearing and grading activities begin;
- ii. during all phases of construction; and
- iii. post-construction/post development.

c. Control Measures

i. Construction Phase

Construction phase control measures to be described in the Storm Water Quality Plan may include, but are not limited to, the following:

1) Temporary Sediment Control Measures

- a) silt fence
- b) sand bag berms
- c) hay bales
- d) check dams
- e) interceptor swales/dikes

2) Temporary Stabilization Measures

- a) temporary seeding
- b) erosion control blankets/matting
- c) mulch/compost
- d) temporary sodding

3) Final Stabilization Measures

- a) permanent seeding
- b) permanent sodding
- c) impervious surfaces

ii. Post-Construction Phase

Post-construction phase control measures must be incorporated into the Storm Water Quality Plan where necessary to preserve pre-development hydrologic regimes. Post-construction phase control measures to be described in the Storm Water Quality Plan may include, but are not limited to, the following:

1) Velocity Dissipation Measures

a) On-Site

- i) vegetated swales
- ii) check dams
- iii) vegetated filter strips
- iv) Level spreaders
- v) Velocity dissipation structures

b) Off-Site

- i) surrounding local topography
- ii) concrete-lined drainage channels

2) Pre-development Peak Flow Preservation

a) On-Site

- i) detention basins/ponds
- ii) constructed wetlands
- iii) bio-retention
- iv) wet basins

b) Off-Site

- i) Off-site or regional detention
- ii) Low velocity drainage channels
- iii) In-line detention.
- iv) Outfall pump systems.

3) Low Impact Development Standards

For construction sites located within watersheds that are considered to be impaired by the TCEQ, or in buffer zones designated by the City, the owner and/or operator of the site, may be required, at the discretion of the City Manager, to utilize Low Impact Development Standards that include, but are not limited to:

a) Minimization of the width or size of:

- i) roads/streets
- ii) sidewalks
- iii) cul-de-sacs
- iv) parking lots

b) Open-space design

c) Urban forestry

d) Roof drainage control

4) Non Structural Controls

a) Adequate litter trash services/ receptacles

b) Street/Parking lot sweeping/cleaning as necessary

5) Guidance Documents for Developers

The City will make available, upon request, a Post-Construction Control Measures Guidance and Low-Impact Development Standards Guidance for owners and/or operators, i.e. developers, of new and re-development projects.

d. Commitment of Long Term Maintenance of On-Site Post-Construction Control Measures

For new and significant redevelopment projects that are determined by the City to require on-site control post-construction control measures such as detention ponds, constructed wetlands, bio-retention systems, or the like, the developer shall be required to make a long term commitment to the City for maintenance of the said control measure(s).

- i. An affidavit (supplied by the City), signed by the developer, or the person or persons who will be responsible for the maintenance of the control measure(s), must be submitted to the Director of Public Works no later than two (2) calendar days after the date of termination of construction, and will serve as a legal commitment to the City.
- ii. Once an affidavit has been submitted to the Director of Public Works, the Director of Public Works may require that a Maintenance Bond be issued to ensure the maintenance is performed according to the said legal commitment.
- iii. A copy of any affidavits or maintenance bonds must be maintained as a part of the Storm Water Quality Plan.

e. Good Housekeeping

The plan should include inspection and maintenance procedures during the entire construction phase to ensure that BMPs are in good and effective operation condition.

i. Inspections

- 1) An inspection of the entire construction site should be performed every seven (7) calendar days.

- 2) Complete an inspection report (provided by the City) for each inspection performed.
- 3) Provide a copy of each inspection report to the City.
- 4) Inspection reports should be retained on site as part of the Storm Water Quality Plan.

ii. Maintenance

- 1) Maintenance shall be performed on applicable BMPs as soon as possible in areas identified in the inspection reports.
- 2) Maintenance shall be performed in accordance with manufacturer's specifications or other sources determined by the Director of Public Works to be acceptable.
- 3) Maintenance records shall be retained on site as part of the Storm Water Quality Plan.

iii. Non-stormwater discharges

The Storm Water Quality Plan should include a location and description of non-stormwater discharges including but not limited to:

- 1) Return flows from landscape irrigation
- 2) Ground water
- 3) Water line flushing
- 4) Discharges from potable water sources

f. Revisions to Storm Water Quality Plan

- i. The Storm Water Quality Plan shall accurately reflect site conditions and the construction activities proposed to be undertaken. Revisions necessary to maintain an accurate and up-to-date Storm Water Quality Plan shall be made in a timely fashion but in no case later than two (2) working days after the occurrence of conditions or activities requiring such revisions.
- ii. If the conditions or activities described by a Storm Water

Quality Plan revision could be reasonably expected to result in an increase in the actual or potential discharge of pollutants from the site, such revision must be approved by the Director of Public Works prior to implementation of the proposed revision at least two (2) working days prior to the implementation of activities described by the revision.

iii. The Director of Public Works shall have two (2) working days to approve or reject a revision to a Storm Water Quality Plan after submittal of a proposed revision. If the Director of Public Works does not issue an approval or rejection of the revision within the acceptable time frame, the revision(s) shall be assumed to be approved.

G. Storm Water Pollution Prevention Plan (SWP3)

1. For a construction site that is five (5) or more acres and that is required by state or federal regulation to have an SWP3, the SWP3 shall be prepared in accordance with applicable state and federal regulations.
2. For a construction site that is one (1) or more acres but less than five (5) acres and that is required by state or federal regulation to have an SWP3, the SWP3 shall be prepared in accordance with applicable state and federal regulations.
3. Any storm water pollution prevention plan required by federal or state regulation shall be retained on site during the all phases of construction and made available to inspection by the City upon request. Failure to produce such required SWP3s shall be grounds for issuance of a SWO.
4. The Director of Public Works may request and receive in a timely fashion, at the time of, or after application for a Storm Water Permit, a copy of any SWP3 required by federal or state regulation for discharge of storm waters from a construction site. Failure to provide such requested pollution control plan within a timeframe specified by the Director of Public Works shall be grounds for a SWO.
5. The Director of Public Works may require additional information, plans, or specifications are provided in an SWP3 for a construction site if the Director of Public Works determines such additional information, plans, or specifications are necessary to prevent the discharge of pollutants to the MS4 or waters of the U.S.

SECTION IX. NOTIFICATION OF SPILLS

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may

result in illegal discharges or pollutants discharging into storm water, the storm drain system, or waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the Director of Public Works in person or by phone or facsimile no later than the next working day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Director of Public Works within three (3) working days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the action taken to prevent its recurrence. Such records shall be retained for at least five (5) years.

SECTION X. CITIZEN REPORTS OF VIOLATIONS

A. Report by Any Person

Any person shall have the right to report to the Director of Public Works or an office designated by the Director of Public Works, any spill, release, illicit connection or other instance of anyone (as may be identified by name, title, employing company, legal identity, commonplace name, or other description) discharging into the MS4 or waters of the United States, and any other violation of this Ordinance of which the person becomes aware.

B. Action Upon Report

The Director of Public Works or a designated City office shall receive all such reports by telephone, electronic mail transmission, in writing or in person. A written or electronic record of each such report will be maintained and kept on file for a period of at least five (5) years by the City, and a copy of the City's record of the report will be furnished to the reporting person upon request at no charge. Also upon request, the Director of Public Works will inform the person making such report of any action undertaken by the City in response to such report.

SECTION XI. ENFORCEMENT

A. Warning Notices

1. When the Director of Public Works finds that any person has violated, or continues to violate, any provision of this Ordinance, or any other order issued hereunder, the Director of Public Works may serve upon that person a written Warning Notice specifying the particular violation determined to have occurred and requesting the violator to immediately investigate the violation and initiate preventative or corrective actions to stop the conditions causing, contributing to or resulting in the violation.

2. Investigation or resolution of the matter in response to the Warning Notice in way relieves the alleged violator of liability for any violations occurring before or after receipt of the Warning Notice.
3. Nothing in this subsection shall limit the authority of the Director of Public Works to take any action, including emergency action or any other enforcement action, prior to issuing a Warning Notice.

B. Notification of Violation (NOV)

1. When the Director of Public Works finds that any person has violated, or continues to violate, any provision of this Ordinance, or any order issued hereunder, the City Engineer may serve upon that person a written NOV. Within ten (10) calendar days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention of recurrence thereof, including specific required actions, shall be submitted by the alleged violator to the Director of Public Works. If the alleged violator denies that any violation occurred, or contends that no corrective action is necessary, an explanation of the basis of any such denial or contention shall be submitted to the Director of Public Works within ten (10) calendar days of receipt of the notice.
2. Submission of an explanation or plan in no way relieves the alleged violator of liability for any violations of this Ordinance or any state or federal regulation occurring before or after receipt of the NOV.
3. Nothing in this section shall limit the authority of the Director of Public Works to take any action, including emergency action or any other enforcement action, without first issuing a NOV.

C. Consent Orders

The Director of Public Works may enter into Consent Orders, assurances of voluntary compliance, or other written agreements with any person for noncompliance with any provision in this Ordinance or any order issued hereunder. Such agreements may include specific action to be taken by the person to correct the noncompliance within a time period specified by the agreement. Such agreements shall have the same force and effect as administrative orders issued pursuant to this Ordinance and shall be judicially enforceable.

D. Show Cause Hearing

The Director of Public Works may order any person who has violated, or continues to violate, any provision of this Ordinance, or any order issued hereunder, to appear before the Director of Public Works and show cause why a proposed enforcement action should not be taken. Notice shall be served on the alleged violator specifying

the time and place for the hearing, the proposed enforcement action, the reasons for such action and a request that the alleged violator show cause why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) calendar days prior to the hearing. Such notice may be served on any representative of the alleged violator. The hearing shall be conducted pursuant to the rights and procedures specified in this Ordinance.

E. Compliance Order

1. When the Director of Public Works finds that any person has violated, or continues to violate, any provision of this Ordinance, or any order issued hereunder, the Director of Public Works may issue a Compliance Order to the violator directing that the violator come into compliance with this Ordinance within a specified time limit. Compliance Orders also may contain other requirements to address the noncompliance, including self-monitoring and implementation of best management practices designed to minimize the amount of pollutants discharged to the MS4 and waters of the U.S.
2. A Compliance Order may not extend the deadline for compliance established by a state or federal standard or requirement.
3. A Compliance Order does not relieve a person of liability for any violation, including any continuing violation.
4. Issuance of a Compliance Order shall not be a bar against, or a prerequisite for, any other action against the violator.

F. Remediation, Abatement and Restoration Orders

1. When the Director of Public Works finds that any person has violated, or continues to violate, any provision of this Ordinance, or any order issued hereunder, and the Director of Public Works has reasonable evidence to suspect that such a violation has adversely affected the MS4 or waters of the U.S., the Director of Public Works may issue a Remediation, Abatement and Restoration Order to the violator directing said violator to undertake and implement any appropriate action the Director of Public Works may designate to remediate or abate any adverse effects of the violation upon the MS4, and to restore any part of the MS4 within the City that has been harmed, provided such ordered actions are limited to actions lying within City boundaries. Such remediation, abatement, and restoration actions may include but shall not be limited to:
 - a. Monitoring, assessment, and evaluation of the adverse effects and determination of the appropriate remedial, abatement, or restoration actions;

- b. Confinement, removal, cleanup, treatment, and disposal of any discharged or released pollution or contamination.
 - c. Prevention, minimization, or mitigation of any damage to the public health or the environment that may result from the violation; and
 - d. Restoration or replacement of City property or natural resources damaged by the violation
2. The Remediation, Abatement, and Restoration Order may direct that the remediation, abatement, or restoration be accomplished on a specified compliance schedule and be completed within a specified period of time.
 3. The cost for preparation, implementation, construction, and maintenance of any remediation, abatement, or restoration as may be ordered by the Director of Public Works shall be borne by the person to whom the Director of Public Works has issued such order.
 4. An order issued under this subsection does not relieve the violator of liability for any violation, including any continuing violation.
 5. Issuance of an order under this subsection shall not be a bar against, or a prerequisite for, taking any other action against any responsible party.

G. Emergency Cease and Desist Orders

1. When the Director of Public Works finds that any person has violated, or continues to violate, any provision of this Ordinance, or any order issued hereunder, or that the person's past violations are likely to recur, and that the violation(s) has caused or contributed to an actual or threatened discharge to the MS4 or waters of the U.S. which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the Director of Public Works may issue an Emergency Cease and Desist Order to the violator directing said violator to immediately cease and desist all such violations and directing the violator to:
 - a. Immediately comply with all Ordinance requirements;
 - b. Terminate any discharges which the Director of Public Works determines to present an imminent or substantial endangerment to persons or to the environment; and
 - c. Take such appropriate preventative action as may be needed to properly address a continuing or threatened violation, including immediately halting operations, terminating the discharge or both.
2. Any person to which an Emergency Cease and Desist Order has been directed,

shall, upon receipt of such Order, immediately take action to stop or eliminate the endangering discharge. In the event of said person's failure to immediately comply voluntarily with said Order, the Director of Public Works may take such action(s) as deemed necessary to prevent or minimize harm to the MS4 or waters of the U.S. or endangerment to persons or to the environment. Such actions may include, but are not limited to, immediate termination of water supply, sewer connection or other municipal utility service provided to said person; any facility owned, leased or operated all or in part by said person; or any site for which said person is all or in part an owner or lessee.

3. The Director of Public Works shall allow the person to whom an Emergency Cease and Desist Order has been issued to recommence discharges when the Director of Public Works determines that the period of endangerment has passed, unless further termination proceedings are initiated against the person to whom the order was issued.
4. A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a written statement, in a form as may be acceptable to the Director of Public Works, describing the causes of the harmful discharge and measures taken or to be taken within a timely fashion to prevent any future occurrence, to the Director of Public Works within fourteen (14) calendar days of receipt of the emergency order.
5. Issuance of an Emergency Cease and Desist Order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

SECTION XII. RIGHTS TO RECONSIDERATIONS, HEARING AND APPEALS

A. Reconsideration of and Hearing of Petitions

1. Any person subject to a Stop Work Order; Compliance Order; a Remediation, Abatement and Restoration Order; or an Emergency Cease and Desist Order may petition in writing the Director of Public Works to reconsider the basis for the order within fourteen (14) calendar days of the affected person's notice of issuance of such an order.
2. Failure to submit a written Petition for Reconsideration within fourteen (14) calendar days of the affected person's notice of issuance of such an order shall be deemed to be a waiver of any further right to administrative reconsideration or review of the order.
3. In its Petition for Reconsideration, the petitioning party must indicate the provisions of the order objected to, the reasons for the objection(s), any facts that are contested, the evidence that supports the petitioner's view of the facts, any alternative terms of an order that the petitioner would accept, and whether the petitioning party requests a hearing on its petition.

4. The effect of any Compliance Order; and any Remediation, Abatement, and Restoration Order shall be stayed pending the Director of Public Works' consideration of the Petition for Reconsideration, and any hearing thereon, unless the Director of Public Works expressly makes a written determination to the contrary. The effectiveness of any Emergency Cease and Desist Order shall not be stayed pending the Director of Public Works' reconsideration, or any hearing thereon, unless the Director of Public Works expressly and in writing stays the Emergency Cease and Desist Order.
5. Within fourteen (14) calendar days of the submittal of a Petition for Reconsideration, the Municipal Court Judge shall either: (1) grant the petition and withdraw or modify the order accordingly; (2) deny the petition, without hearing if no material issue of fact is raised; or (3) if a hearing has been requested and a material issue of fact has been raised, schedule a Show Cause Hearing on the petition.
6. Written notice of any hearing set by the Municipal Court Judge as a result of a Petition for Reconsideration shall be served on the petitioning party personally or by registered or certified mail (return receipt requested) at least ten (10) calendar days prior to the hearing. Such notice may be served on any authorized representative of the petitioning party.
7. The Municipal Court Judge may conduct the hearing and take evidence, or may designate any employee of the City or any specially-designated attorney or engineer to:
 - a. Issue the name of the City notices of hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing;
 - b. Take and gather evidence; and
 - c. Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Director of Public Works for action thereon.
8. At any hearing held pursuant to a Petition for Reconsideration, testimony taken shall be under oath and recorded. Any party is entitled to legal representation and may present his or her case or defense by oral or documentary evidence and may conduct such cross-examination as may be required for a full and true disclosure of the facts. A transcript will be made available to any party to the hearing upon payment of the usual charges thereof.
9. After the Municipal Court Judge reviewed the evidence, the Director of Public Works shall either: (1) grant the petition; (2) deny the petition; or (3) grant the petition in part and deny it in part. The Municipal Court Judge may modify the order giving rise to the Petition for Reconsideration as may be the

appropriate based upon the evidence and arguments presented at the hearing and the Municipal Court Judge's action on the petition. Further orders and directives as are necessary and appropriate may be issued.

SECTION XIII. CIVIL AND CRIMINAL PENALTIES

A. Civil Remedies

Civil Remedies applicable to state and local laws.

B. Criminal Penalties

1. Any person who has violated any provision of this Ordinance, or any order issued hereunder, shall be strictly liable for such violation and shall, upon conviction, be subject to a fine of not more than \$500 per violation, per day.
2. Any person who has knowingly made any false statement, representation or certification in any application, record, report, plan, or other documentation filed or required to be maintained pursuant to this Ordinance, or any order issued hereunder, or who has falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this Ordinance shall, upon conviction, be subject to a fine of not more than \$500 per violation, per day.

C. Determination of Fines

In determining the amount of any fine imposed hereunder, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the violation, corrective actions by the violator, the compliance history of the violator, the knowledge, intent, negligence, or other state of mind of the violator, and any other factor as justice requires.

SECTION XIV. RIGHT OF ENTRY

The Director of Public Works and/or their appointed representative may, where reasonable cause exists, with or without a warrant issued by a court of competent jurisdiction, including the city's municipal court, enter upon any property for examination of the same to ascertain whether a violation of the requirements of this Ordinance and shall be exempt from any legal action or liability on account thereof.

SECTION XV. VIOLATORS DEEMED PUBLIC NUISANCE

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be

summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisances may be taken.

SECTION XVI. REMEDIES NOT EXCLUSIVE

The remedies listed in this Ordinance are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the City Manager to seek cumulative remedies.

SECTION XVII. FEES

A. Implementation Fees

The City may adopt reasonable fees for reimbursement of costs of implementing this Ordinance, which costs may include, but not limited to, the following:

1. Fees for monitoring, inspection, and surveillance procedures, including the cost of collecting and analyzing discharges and reviewing monitoring reports submitted by dischargers;
2. Fees for issuance of permits;
3. Fees for review of notices and plans for construction, termination of construction, and storm water pollution prevention control, irrespective of any acceptance or rejection of such notices or plans by the Director of Public Works;
4. Fees for conduct of site inspections by the City when requested by an operator of a site or facility, irrespective of whether such inspection is required by this Ordinance;
5. Fees for site inspection by the City pursuant to determination of compliance to conditions of a conditional notice of termination of construction;
6. Fees for responding to spills and releases of oil, hazardous and extremely hazardous substances, and other pollutants; and
7. Other fees as the City may deem necessary to carry out the requirements contained in this Ordinance.

B. Separation of Fees

The fees described above relate solely to the matters covered by this Ordinance and are separate from all other fees, fines, and penalties chargeable by the City.

C. Fee Summary

Item	Minimum Amount, \$	Incremental Amount, \$ for each full or partial acre of a site in excess of 1 acre
Storm Water Permit Fees		
On-time application for Storm Water Permit	\$45	\$45
Late filing of application for Storm Water Permit	\$90	\$90
On-time amendment of Storm Water Permit (with no net increase in site acreage)	\$45	0
On-time amendment of Storm Water Permit (with net increase in site acreage)- unit rate applies only to the increase in acreage	\$45	\$45 (for increase in acreage)
Late amendment of Storm Water Permit (with no net increase in site acreage)	\$90	0
Late amendment of Storm Water Permit (with net increase in site acreage)- unit rate applies only to the increase in acreage	\$90	\$90 (for increase in acreage)
Lifting of Stop Work Order	\$25	\$25
Other Fees		
City response to spill	Direct Cost + 10% of Direct Cost	

SECTION XVIII. ADOPTION OF ORDINANCE

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 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 3. All prior Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.
- Section 4. This Ordinance shall become effective from and after its passage.

PASSED and APPROVED on the first reading this the 8th day of December, 2015.

PASSED, APPROVED and ADOPTED on the final reading on this the _____ day of _____, 2016.

THE CITY OF ORANGE, TEXAS

By: _____

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED AS TO FORM:

City Attorney

MEMORANDUM

To: Dr. Shawn Oubre Ph.D., City Manager
From: Kelvin Knauf, Director of Planning and Community Development
Subject: Ordinance abandoning water, sewer and drainage easements underneath or near Velma Jeter Drive
Date: January 5, 2016

Background

On May 27, 2014 the City Council adopted on final reading an ordinance abandoning the street right-of-way for Velma Jeter Drive. The City also has water, sewer and drainage easements underneath or near Velma Jeter Drive. Jim Wolf and I discussed the easements and we believe that the easements are no longer needed now that the Velma Jeter apartments have been constructed. The apartments owners will be responsible for maintenance of the water, sewer and drainage systems on their property.

Recommendation

I recommend that the City Council adopt an ordinance abandoning the water, sewer and drainage easements underneath Velma Jeter Drive. An exhibit showing the location of the easements is included with the proposed ordinance.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS
ABANDONING WATER, SEWER AND DRAINAGE EASEMENTS
UNDERNEATH OR NEAR VELMA JETER DRIVE; REPEALING ALL
ORDINANCES IN CONFLICT TO THE EXTENT OF ANY CONFLICT,
PROVIDING FOR A SEVERABILITY CLAUSE, AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, on May 27, 2014 the City Council, upon second and final passage, adopted and ordinance abandoning the Velma Jeter Street right-of-way; and

WHEREAS, the City has water, sewer and drainage easements located underneath or near Velma Jeter Drive; and

WHEREAS, the City staff believes that the water, sewer and drainage easements are not needed; now

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

Section 1. That the water, sewer and drainage easements underneath or near Velma Jeter Drive shown on the attached Exhibit "A" are hereby abandoned.

Section 2. That all Ordinances that are in conflict with the provisions of this Ordinance be repealed and all other Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 3. That it is expressly ordained that if any section or subsection, clause, sentence or paragraph of the ordinance shall be found to be illegal, invalid, or void by any court of competent jurisdiction, then such findings shall not affect the remaining portions of this ordinance, but the same shall be valid and in effect, it being the expressed intention of the City Council of the City of Orange, Texas to pass each and every sentence, clause, paragraph or section individually.

Section 4. That 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 5. That this ordinance shall become effective upon second and final passage by the City Council and publication as required by State law.

PASSED AND APPROVED on first reading this the _____ day of _____, 2016.

PASSED AND APPROVED on second reading this the _____ day of _____, 2016.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED AS TO FORM:

City Attorney

MEMORANDUM

December 21, 2015

To: Mayor and City Council

From: Dr. Shawn Oubre, City Manager

Re: January 12, 2016 Council Meeting

cc: Department Heads and City Attorney, Jack Smith

For the past four years, Council has tasked staff with finding recommendations to update the City Hall Campus. These instructions included relocating the Finance Department and making the Convention and Visitors Bureau (CVB) more accessible to the visitors to our community.

The first task that staff did was to evaluate the current needs of the community. There has been a desire from the patrons using City Hall to make it more easily accessible, enlarge the collection area, provide meeting space for billing inquiries, drive thru lanes, and to improve parking. Tourists to the community desire a more visible and easier way to locate the Convention and Visitors Bureau office.

With these ideas in mind, the City commissioned a study by Architectural Alliance to see if the current City Hall Campus lends itself to providing the above mentioned objectives. This study also included making better use of the rear building at City Hall which currently houses CVB.

The study showed that the current design of City Hall was not conducive to the current and future needs of the City. Conversion costs and construction costs forced Council to consider new construction or the purchase of an additional building to office the Finance Department and renovate. This brought on the consideration for many years of the purchase of land and construction as well as purchasing an existing building and making the necessary updates to occupy. The City reviewed each vacant building in the downtown area, had the property inspected for repairs to bring it up to code, and brought each of those properties to you for consideration. The price ranges for these properties ranged from \$750,000.00 to \$1,500,000.00.

Several months ago, staff received an inquiry from First Financial Bank to consider its property for purchase. With your approval, staff once again inspected the building and found it to address the desires that the City was searching for in a new City Hall. Staff presented to Council the proposed office assignments and how the building could be used. Staff also found that the building was well constructed and well maintained.

Staff was authorized to enter into negotiations and both parties had independent appraisals made. Staff learned in the negotiations how the management of First Financial Bank desired the City to become the new owners by its use of a charitable gift to the City to lower the purchase price of the property.

First Financial Bank's total appraised value of the property is \$4,750,000.00. Through negotiations,

the Council will consider paying \$2,000,000.00 cash for the property, with a lease-back to the bank for \$10,000.00 per month until the bank can occupy a new building. The estimated lease-back time is 30 months. First Financial Bank will make a charitable contribution in the form of a gift to the City for the difference between the cash portion paid by the City and the full appraised value. The value of the gift to the City will be \$2,750,000.00. The \$2,000,000.00 cash portion is below the appraised value the City received from its independent appraisal.

The City will use funds from its General Fund, Convention and Visitors Bureau, and the Economic Development Corporation for this transaction. This transaction will use funds that are available and will not have to issue debt to acquire the property. With the Council's approval, the City can close within the next 30 days.

The City will vacate the current City Hall Campus and move the following offices: Finance, Human Resources, CVB, Economic Development, City Secretary and City Manager to the newly acquired First Financial Bank building upon termination of their lease. In the meantime, Council will direct staff on locating a new owner for City Hall. It is imperative that the City find an owner that will continue to partner and synergize with the many neighbors downtown. The City must also find an owner or tenant that will keep City Hall as one of the key assets to the downtown area.

The City appreciates First Financial Bank for making this sale affordable for the City and the support from management in putting the different components of the deal together to make it a win for the citizens of Orange and the customers of First Financial Bank.

A RESOLUTION AUTHORIZING THE PURCHASE FROM FIRST FINANCIAL BANK IN THE AMOUNT OF \$2,000,000.00, PROPERTY LOCATED AT 812 N. 16TH STREET, ORANGE, TEXAS TO BE USED AS ORANGE CITY HALL, ORANGE CONVENTION & VISITORS BUREAU, AND ORANGE ECONOMIC DEVELOPMENT CORPORATION OFFICES AND TO ENTER INTO AN INTERIM LEASE BACK AGREEMENT WITH FIRST FINANCIAL BANK IN THE AMOUNT OF \$10,000.00 PER MONTH AND TO AUTHORIZE STAFF TO PROCEED WITH ALL NECESSARY DOCUMENTS.

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

This resolution authorizes the purchase from First Financial Bank in the amount of \$2,000,000.00, property located at 812 N. 16th Street, Orange, Texas to be used as Orange City Hall, Orange Convention & Visitors Bureau, and Orange Economic Development Corporation offices and to enter into an interim Lease Back Agreement with First Financial Bank in the amount of \$10,000.00 per month.

BE IT FURTHER RESOLVED this resolution authorizes staff to proceed with all necessary documents.

PASSED and APPROVED on this the 12th day of January 2016.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS APPROVING A RESOLUTION OF THE ORANGE ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF THE ORANGE ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUE REFUNDING BONDS, SERIES 2016; APPROVING THE ISSUANCE OF THE BONDS AND THE PLAN OF FINANCING AUTHORIZED THEREBY AND FINANCING DOCUMENTS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE OF THE BONDS

WHEREAS, the Orange Economic Development Corporation (the “Corporation”) is a non-profit economic development corporation created, existing and governed by Chapters 501 and 505 of the Texas Local Government Code (the “Act”); and

WHEREAS, the Corporation was created by the City of Orange, Texas (the “City”), and authorized to act on behalf of the City in furtherance of the public purposes of the Act; and

WHEREAS, a sales and use tax at the rate of one-quarter of one percent for the benefit of the Corporation (the “Sales Tax”) was authorized by the voters of the City at an election called and held for that purpose; and

WHEREAS, the Corporation has heretofore issued its Orange Economic Development Corporation Sales Tax Revenue Bonds, Series 2007, scheduled to mature on August 1 in each of the years 2016 through 2023 and aggregating in the principal amount of \$1,565,000 (the “Refunded Obligations”); and

WHEREAS, the Corporation now desires to refund the Refunded Obligations and is authorized to issue bonds and deposit the proceeds of the sale thereof and any other available funds or resources, directly with the paying agent for the Refunded Obligations in an amount sufficient to pay all principal and interest owed on said Refunded Obligations, and such deposit shall constitute the making of firm bank relationship for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Board of Directors of the Corporation proposes to issue the Orange Economic Development Corporation Sales Tax Revenue Refunding Bonds, Series 2016 (the “Bonds”) pursuant to the terms of a resolution (the “Bond Resolution”) adopted by the Board of Directors of the Corporation on January 12, 2016; and

WHEREAS, the City Council has reviewed the Bond Resolution including the determination to name a Pricing Officer as set forth in the Bond Resolution to finalize the plan of financing and financing documents; and

WHEREAS, the City Council finds that the Bond Resolution and the naming of a Pricing Officer are in the best interest of the Corporation in its plans to refund the Refunded Obligations; and

WHEREAS, §501.204 of the Act, Local Government Code, requires the City Council to approve the Bond Resolution of the Corporation providing for the issuance of refunding bonds not more than sixty (60) days prior to the delivery of such refunding bonds; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

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

Section 1. The recitals set forth in the preamble to this Resolution are adopted as the findings of fact and conclusions of the City Council.

Section 2. The Bond Resolution adopted by the Corporation and submitted to the City Council this day, is hereby approved in all respects. The Bonds are being issued to refund the Refunded Obligations (identified in the preamble hereof).

Section 3. The approvals herein given are in accordance with §501.204 of the Act and the Corporation's bylaws, and the Bonds shall never be construed as an indebtedness or pledge of the City or the State of Texas (the "State"), within the meaning of any constitutional or statutory provision, and the owner of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation (other than sales tax proceeds as authorized pursuant the Act) or any other revenues of the Corporation, the City or the State, except those revenues assigned and pledged by the Bond Resolution.

Section 4. The City hereby agrees to promptly collect and remit to the Corporation the Sales Tax Revenues (as defined in the Bond Resolution) in accordance with the terms of the Bond Resolution and the Act to provide for the prompt payment of the Bonds, and to assist and cooperate with the Corporation in the enforcement and collection of sales and use taxes imposed on behalf of the Corporation.

Section 5. The City hereby acknowledges and recognizes that the Bonds are being issued as tax-exempt obligations under and pursuant to §103(a) of the Code (as defined below) and, in connection therewith, the City hereby makes the following representations and warranties to the Corporation:

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with the Gross Proceeds of the Refunded Bonds), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

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

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

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

(g) Payment of Rebutable Arbitrage. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

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

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in §148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall remit to the Corporation for payment to the United States the amount described in paragraph (3) above and the amount described in paragraph (4) below, at the times, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

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

(h) Bonds Not Hedge Bonds. (1) At the time the original bonds refunded by the Bonds were issued, the Corporation reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued and (2) not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(i) Current Refunding. The Bonds are a current refunding of the Refunded Bonds as the Bonds will be issued within 90 days of the payment and redemption of the Refunded Bonds.

Section 6. While the Bonds are outstanding, the City will take all steps necessary to continue the levy and collection of the Sales Tax in accordance with the provisions of the Act.

Section 7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject

matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by V.T.C.A., Government Code, Chapter 551, as amended.

Section 8. This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND APPROVED the 12th day of January, 2016.

CITY OF ORANGE, TEXAS

Mayor

ATTEST:

City Secretary

(SEAL)

APPROVED AS TO LEGALITY

GERMER PLLC, Bond Counsel

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

December 7, 2015

To: Dr. Shawn Oubre, City Manager
From: James B. Wolf, Public Works Director
Re: Wastewater Treatment Plant Improvements
Phase 1A & B
Allco - Change Order No. 5

Please find attached Schaumburg & Polk's letter of recommendation and the partially executed copy of Change Order No. 5 for the referenced project.

This change order is for the following:

DELETE – Item 1.4 - Furnish and Install Hoist and Trolley at UV Canopy; 1 Lump Sum	(\$ 2,856.00)
Item 8 – ALLOWANCE Construction Incidentals 1 Lump Sum	(\$ 1,750.00)
ADD – Item 7 – Grit Removal from Aeration Basins 164.85 CY at \$135.00/CY	\$ 22,254.75
Item A9 – Grit Removal for Sludge Holding Tank 130.67 CY at \$145.00/CY	\$ 18,947.15
New Item 14 – Sludge Holding Tank – Furnish all Labor, materials, Tools, equipment, to REPAIR EXISTING diffused aeration system In the existing Eastern Tank; 1 Lump Sum	<u>\$ 8,621.00</u>
TOTAL AMOUNT OF CHANGE ORDER NO. 5	\$ 45,216.90

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

December 3, 2015

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

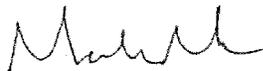
Re: City of Orange
Orange County, Texas
Wastewater Treatment Plant Improvements
Phase 1A & B
Change Order No. 5 - Final

Dear Mr. Wolf,

Please find enclosed a copy of Change Order No. 5 & Final for the above project. This change order is to provide final quantity reconciliation for the work performed on the project. This change order includes deletion of the overhead crane at the UV Canopy, deletion of remaining funds in the Allowance Item 8, and additional costs for final sludge amounts removed from the Aeration Basin and Sludge Holding Basin based on the final measured quantities. Schaumburg & Polk has reviewed the items and recommend approval of the final quantities as shown.

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

Sincerely,
SCHAUMBURG & POLK, INC.



Mark Mann, P.E.
Project Manager

cc: SPI File: Orange 45010, Change Order

PROJECT: City of Orange
 Wastewater Treatment Plant - Phase 1A&B Improvements

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

CONTRACTOR: Allco
 6720 College Street
 Beaumont, Texas 77707

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

REASON FOR CHANGE: Final Quantity Summary

CONTRACT PRICE

ORIGINAL CONTRACT AMOUNT:	\$887,450.00
CHANGE ORDER No. 1	-\$137,000.00
CHANGE ORDER No. 2	\$49,948.00
CHANGE ORDER No. 3	\$197,675.00
CHANGE ORDER No. 4	\$86,857.00

THIS CHANGE ORDER:

<u>Item</u>		
3.4	Furnish and Install Hoist and Trolley at UV Canopy; DELETE 1 Lump Sum \$2,856.00	-\$2,856.00
7	Grit Removal from Aeration Basins; ADD 164.85 CY at \$135.00/CY	\$22,254.75
8	ALLOWANCE Construction Incidentals; Delete 1 Lump Sum \$1,750.00	-\$1,750.00
A9	Grit Removal from Sludge Holding Tanks; ADD 130.67 CY at \$145.00/CY	\$18,947.15
<u>New Item</u>		
14	Sludge Holding Tank - Furnish all Labor, materials, tools, equipment, to REPAIR EXISTING diffused aeration system in the existing Eastern Tank, ADD 1 Lump Sum of \$8,621.00	\$8,621.00

AMOUNT OF THIS CHANGE ORDER: \$45,216.90

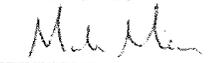
TOTAL REVISED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER: \$1,130,146.90

CONTRACT TIME

ORIGINAL CONTRACT TIME	240 Consecutive Calendar Days
Previous Change Orders	74 Consecutive Calendar Days
Aeration Basin Grit Removal	150 Consecutive Calendar Days
Sludge Holding Tank Aeration System Repairs	30 Consecutive Calendar Days
Sludge Holding Tank Grit Removal Replacement	150 Consecutive Calendar Days
Fianl Drying Bed Cleaning	60 Consecutive Calendar Days
TOTAL REVISED CONTRACT TIME INCLUDING THIS CHANGE ORDER:	704 Consecutive Calendar Days

CONDITION OF CHANGE:

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

<p>SUBMITTED BY</p> <p></p> <p>Allco Contractor Date: <u>11-23-15</u></p>	<p>REVIEWED BY</p> <p></p> <p>Schaumburg & Polk, Inc. Engineer Date: <u>12/3/15</u></p>	<p>APPROVED BY</p> <p>_____ City of Orange Owner Date: _____</p>
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cc: City of Orange
 Allco
 Schaumburg & Polk, Inc.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 5 WITH ALLCO FOR THE WASTEWATER TREATMENT PLANT REHABILITATION PHASE 1A & 1B.

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

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

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

That the contract between Allco and the City of Orange, Texas is hereby amended as per the attached Change Order No.5, increasing the contract price to \$1,130,146.90; now therefore

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign said Change Order No. 5.

PASSED, APPROVED and ADOPTED on this the 12th day of January 2016.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

MEMORANDUM

December 18, 2015

TO: Jim Wolf, Public Works Director

FROM: Gay Ferguson, Grants Planner

RE: Change Order No. 6 – Cooper’s Gully Pump Station

The attached Change Order No. 6 reduces the final construction contract amount by \$1,500.00 due to a credit for a change in construction materials for fence gates at Cooper’s Gully Pump Station. Once this change order has been approved by City Council and by the Texas General Land Office, we will be able to officially close this project.

Please place the attached Resolution on the City Council’s the January 12th, 2016 agenda for their consideration of this request.

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 6 WITH ALLCO, LLC, FOR COOPER'S GULLY PUMP STATION REDUCING FINAL CONTRACT COST BY \$1,500.00 DUE TO A CHANGE IN MATERIALS.

WHEREAS, the City of Orange was awarded disaster relief funding under Hurricane Ike Disaster Recovery Program DRS 21031 through the Department of Housing and Urban Development and the Texas General Land Office Contract No. 12-206-00-5506, Round 2.1; and

WHEREAS, the City of Orange entered into an agreement with Allco, L.L.C. for the repair/rehabilitation of Cooper's Gully Pump Station; and

WHEREAS construction has been substantially completed and a change order is necessary to reduce the final construction contract amount due to a change in materials for a gate; now therefore

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

THAT the City Manager is hereby authorized to execute the attached change order; and that this resolution is

PASSED and **APPROVED** on this the 12th day of January, 2016.

Jimmy Sims, Mayor

ATTEST:

APPROVED AS TO FORM:

Rhonda Haskins, City Secretary

City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

January 6, 2016

To: Dr. Shawn Oubre, City Manager

From: James B. Wolf, Public Works Director

Re: Wastewater Treatment Plant Rehabilitation
Phase II A and II B
Recommendation for Award of Construction Contract

Please find attached Schaumburg & Polk's letter of recommendation and the bid tabulation for the referenced project. After reviewing the information of the Base Bid Items 1 thru 6 and 8 thru 23; Additive Bid Items 25; and Alternative Bid Items A7, we recommend award of the contract to Allco of Beaumont, Texas in the amount of \$3,940,528.19. If you agree please place on the next Council agenda.

RECOMMENDATION OF AWARD

January 6, 2016

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

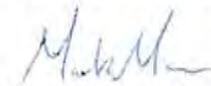
Re: City of Orange
Orange County, Texas
Wastewater Treatment Plant Rehabilitation
Phase II A & B

Dear Mr. Wolf,

The City of Orange opened bids on Tuesday December 22, 2015 for the above referenced project. We have performed a review of the bid information as provided by the City. We recommend that award for the above referenced project be made to **Allco**, located in Beaumont, Texas for the Base Bid Items 1 thru 6 and 8 thru 23; Additive Bid Item 25; and Alternative Bid Item A7 for a Total Contract Amount of **\$3,940,528.19**. A comparison of the second bidder for the same items was also evaluated and would result in an increase over the recommended amount of \$24,271.81.

I have included herewith a copy of the Bid Tabulation of the bids received. Should you have any questions or comments please do not hesitate to call.

Sincerely,
SCHAUMBURG & POLK, INC.


Mark Mann, P.E.
Project Manager

**BID TABULATION
CITY OF ORANGE, TEXAS
WASTEWATER TREATMENT FACILITY
REHABILITATION PROJECT
PHASE IIA & IIB**

BID OPENING DATE: TUESDAY, DEC. 22, 2015; 2:00 PM CST

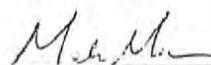
Item	Qty	Unit	Description	ALLCO P.O. Box 3684 Beaumont, TX 77704		J.S. Haren Co. 1175 HWY 11 North Athens, TN 37303	
				Unit Price	Item Total	Unit Price	Item Total
1.	1	LS	Mobilization Costs, including payment bond, performance bond, insurance, project communications, and moving equipment to project, all in accordance with plans & specifications; NOT TO EXCEED 3% OF TOTAL PROJECT BID for,	\$100,000.00	\$100,000.00	\$120,000.00	\$120,000.00
2.	1	LS	Duperon Flex Rake Bar Screen and Washer Compactor - Furnish Equipment, and appurtenances, all in strict accordance with the plans and specifications for,	\$260,000.00	\$260,000.00	\$310,000.00	\$310,000.00
3.	1	LS	Install Bar Screen - Furnish all labor, materials, tools, supervision, necessary to complete improvements to the Bar Screen, including removal of existing unit, electrical, controls, flow diversion, railing, grating, and appurtenances, all in strict accordance with the plans and specifications for,	\$78,076.80	\$78,076.80	\$50,000.00	\$50,000.00
4.	1	LS	Install Washer Compactor - Furnish all labor, materials, tools, supervision, necessary to complete improvements to the Compactor Unit, including removal of existing concrete, new concrete dumpster pad, electrical, controls, modifications to railing, and appurtenances, all in accordance with the plans and specifications for,	\$78,483.01	\$78,483.01	\$15,000.00	\$15,000.00
5.	1	LS	Access Walkways for Headworks, furnish and install all structural steel, grating, handrails, all labor, materials, tools, supervision, necessary to complete improvements including relocation of existing stairway, and concrete landings, modifications to existing railing, and all fasteners, all in accordance with the plans and specifications for,	\$94,913.51	\$94,913.51	\$65,000.00	\$65,000.00
6.	1	LS	Remove Existing Grit Removal Equipment and Structure - Furnish all labor, materials, tools, supervision, for removal of existing units, grit & solids, electrical, controls, concrete basins, and piping, all in strict accordance with the plans and	\$89,892.65	\$89,892.65	\$254,000.00	\$254,000.00
7.	1	LS	Install New Hydro International Headcell Grit Removal System - Furnish all labor, materials, tools, supervision, equipment necessary to complete improvements to the Grit Removal System, including new concrete grit removal basin, piping, manholes, pumps, electrical, controls, flow diversion, railing, and appurtenances, all in strict accordance with the plans and specifications for,	\$779,681.22	\$779,681.22	\$806,000.00	\$806,000.00
8.	1	LS	Trojan UV Disinfection System - Furnish Equipment, and appurtenances, all in strict accordance with the plans and specifications for,	\$955,000.00	\$955,000.00	\$1,271,000.00	\$1,271,000.00
9.	1	LS	Remove Existing UV Equipment - Furnish all labor, materials, tools, supervision, for removal of existing units, electrical, controls, flow diversion, all in strict accordance with the plans and specifications for,	\$64,359.40	\$64,359.40	\$40,000.00	\$40,000.00
10.	1	LS	Install New UV Equipment - Furnish all labor, materials, tools, supervision, necessary to complete improvements to the UV Equipment, including channel modifications, electrical, controls, flow diversion, railing, and appurtenances, all in strict accordance with the plans and specifications for,	\$193,086.55	\$193,086.55	\$70,000.00	\$70,000.00
11.	1	LS	Remove and Replace Existing Trickling Filter Mechanism Support- Furnish all labor, materials, tools, supervision, for removal of existing trickling filter mechanism, including demolition of existing concrete and rebar structure, removal and reinstallation of filter equipment, and reinstallation of existing mechanism, all in strict accordance with the plans and specifications for,	\$114,499.00	\$114,499.00	\$40,000.00	\$40,000.00
12.	1	LS	Rehabilitate influent sliding gates in headworks - Furnish all labor, materials, tools, supervision, necessary to remove and replace electrical motors and controls, seals, and gaskets on gates and gate frames, all in strict accordance with the plans and specifications for,	\$44,827.20	\$44,827.20	\$60,000.00	\$60,000.00
13.	1	LS	Primary Effluent Pumps - Flygt Submersible - Furnish Equipment (3 Units), discharge bases, and guide rails, all wiring, and appurtenances, all in strict accordance with the plans and specifications for,	\$335,340.00	\$335,340.00	\$360,000.00	\$360,000.00
14.	1	LS	Remove and Replace Primary Effluent Pumps - Furnish all labor, materials, tools, supervision, necessary to complete improvements to the Pump Station, including electrical, all wiring, and appurtenances, all in strict accordance with the plans and	\$47,796.40	\$47,796.40	\$50,000.00	\$50,000.00
15.	1	LS	Intermediate Pumps - Flygt Submersible - Furnish Equipment (5 Units), discharge bases, and guide rails, all wiring, and appurtenances, all in strict accordance with the plans and specifications for,	\$200,669.52	\$200,669.52	\$210,000.00	\$210,000.00
16.	1	LS	Remove and Replace Intermediate Pumps - Furnish all labor, materials, tools, supervision, necessary to complete improvements to the Pump Station, including pipe modifications, electrical, controls, and appurtenances, all in strict accordance with the plans and specifications for,	\$51,574.10	\$51,574.10	\$50,000.00	\$50,000.00

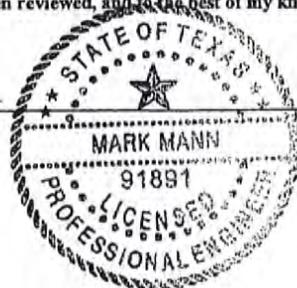
**BID TABULATION
CITY OF ORANGE, TEXAS
WASTEWATER TREATMENT FACILITY
REHABILITATION PROJECT
PHASE IIA & IIB**

BID OPENING DATE: TUESDAY, DEC. 22, 2015; 2:00 PM CST

Item	Qty	Unit	Description	ALLCO P.O. Box 3684 Beaumont, TX 77704		J.S. Haren Co. 1175 HWY 11 North Athens, TN 37303	
				Unit Price	Item Total	Unit Price	Item Total
17.	1	LS	Bypass Pumping, as required for replacement of the Primary Effluent and Intermediate Pumps, including all equipment, suction and discharge piping, fittings, supervision, labor, all plugs and appurtenances, all in strict accordance with the plans and specifications for,	\$298,843.40	\$298,843.40	\$25,000.00	\$25,000.00
18.	1	LS	Furnish and Install Chlorine Solution Feed System, to provide temporary treatment during construction of the New UV system, including all chemical feed pumps, pipe, fittings, labor, equipment, electrical and controls, all in strict accordance with the plans and specifications for,	\$37,873.95	\$37,873.95	\$15,000.00	\$15,000.00
19.	1	LS	Furnish and Install New RAS Pump Station Structure, including all excavation, backfill, concrete structures, piping, misc metals, electrical & controls, slide gates, complete in place, all in strict accordance with the plans and specifications for,	\$220,754.19	\$220,754.19	\$250,000.00	\$250,000.00
20.	1	LS	RAS Pumps - Flygt Submersible - Furnish Equipment, Furnish equipment (2 UNITS), discharge bases, guiderails, wiring and appertances, all in strict accordance with the plans and specifications for,	\$32,107.00	\$32,107.00	\$35,000.00	\$35,000.00
21.	1	LS	Structure Modifications to Primary Clarifier Splitter Box, Furnish all labor, materials, tools, supervision, necessary to complete structural modifications to the splitter box, including pipe modifications, concrete and rebar structure modification, all in strict accordance with the plans and specifications for,	\$12,247.51	\$12,247.51	\$10,000.00	\$10,000.00
22.	1	ALLOW	Groundwater Control as required, during construction, as approved by Owner and Engineer, reimbursement based on supplied invoices	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
23.	1	ALLOW	Modify MCC No. 1 Service, during construction, as approved by Owner and Engineer, reimbursement based on supplied invoices	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
24.	1	ALLOW	Furnish filter media replacement material, during construction, as approved by Owner and Engineer, reimbursement based on supplied invoices	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00
25.	7,840	SF	Remove existing and install new filter media, Furnish all labor, materials, tools, supervision, necessary to remove top layer, 2' depth, of filter material and replace with new material, all in strict accordance with the plans and specifications for,	\$3.85	\$30,184.00	\$7.50	\$58,800.00
A7.	1	LS	Install new Smith & Loveless Grit Removal System - Furnish all labor, materials, tools, supervision, equipment necessary to complete improvements to the Grit Removal System, including structural modifications to basin and channels, piping, manholes, pumps, electrical, controls, flow diversion, railing, and appurtenances, all in strict accordance with the plans and specifications for,	\$540,000.00	\$540,000.00	\$546,000.00	\$546,000.00
A13.	1	LS	Primary Effluent Pumps - Homa Submersible - Furnish Equipment (3 Units), discharge bases, and guide rails, control wiring, and appurtenances, all in strict accordance with the plans and specifications for,	\$351,000.00	\$351,000.00	\$375,000.00	\$375,000.00
A15.	1	LS	Intermediate Pumps - Homa Submersible - Furnish Equipment (5 Units), discharge bases, and guide rails, control wiring, and appurtenances, all in strict accordance with the plans and specifications for,	\$207,000.00	\$207,000.00	\$215,000.00	\$215,000.00
A20.	1	LS	RAS Pumps - Homa Submersible - Furnish Equipment, Furnish equipment (2 UNITS), discharge bases, guiderails, wiring and appertances, all in strict accordance with the plans and specifications for,	\$23,500.00	\$23,500.00	\$25,000.00	\$25,000.00
BID AMOUNT (ITEMS 1 THRU 23)				\$4,150,025.41		\$4,166,000.00	
ADDITIVE BID (ITEMS 24 & 25)				\$115,184.00		\$143,800.00	
ALTERNATIVE BID ITEM A7				\$540,000.00		\$546,000.00	
ALTERNATIVE BID (ITEMS A13, A15, & A20)				\$581,500.00		\$615,000.00	
Bonding Company Information				YES		YES	
Bid Bond				YES		YES	
Non-Collusion Affidavit of Prime Contractor				YES		YES	
Vendor Compliance Statement				YES		YES	
Qualification Statement/Financial Statement				YES		YES	

The Bid Proposals submitted have been reviewed, and to the best of my knowledge this is an accurate tabulation of the Bids received.


Signature



12/23/15
Date

A RESOLUTION AWARDING A CONTRACT TO ALLCO IN THE AMOUNT OF \$3,940,528.19 FOR THE WASTEWATER TREATMENT FACILITY REHABILITATION PROJECT-PHASE II A AND II B.

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

That a contract be awarded to Allco for rehabilitation to the Wastewater Treatment Plant in the amount of THREE MILLION NINE HUNDRED FORTY THOUSAND FIVE HUNDRED TWENTY EIGHT DOLLARS AND 19/100 (\$3,940,528.19).

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

PASSED, APPROVED and ADOPTED on this the 12th day of January 2016.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: January 4, 2016
TO: Dr. Shawn Oubre, City Manager
FROM: Jay Trahan, CEcD, EDC Director
RE: ITEX HOMES, LLC, RESOLUTION

Please see the attached Resolution concerning the \$5,000 financial incentive payment related to the construction and sale of a Qualifying Residential Dwelling in the Cypresswood Village Development in the City of Orange by ITEX Homes, LLC. The Resolution must have a First Reading and Second/Final reading by the City Council.

Subject to your review and approval, please place the attached Resolution on the January 12, 2016, and the January 26, 2016, City Council meeting agendas. Please contact me at extension #1077 if you need additional information.

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

WHEREAS, the ORANGE ECONOMIC DEVELOPMENT CORPORATION desires to undertake a project involving ITEX HOMES, LLC as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Project"); and

WHEREAS, in accordance with Texas Local Government Code Section 505.159, the ORANGE ECONOMIC DEVELOPMENT CORPORATION has held at least one public hearing on the Project; and

WHEREAS, in accordance with Texas Local Government Code Section 505.160, the ORANGE ECONOMIC DEVELOPMENT CORPORATION has published notice of the Project; and

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

WHEREAS, in accordance with Texas Local Government Code Section 505.158, the Board of Directors of the ORANGE ECONOMIC DEVELOPMENT CORPORATION has found that the Project promotes new or expanded business development; and

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

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

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

2. The ORANGE ECONOMIC DEVELOPMENT CORPORATION is authorized to undertake the Project and to expend funds to undertake the Project, and such expenditure shall be in accordance with Exhibit "A" attached hereto and in accordance with one or more agreements and/or instruments to be executed by and between the ORANGE ECONOMIC DEVELOPMENT CORPORATION and ITEX HOMES, LLC in connection with the Project.

PASSED AND APPROVED ON FIRST READING on the _____ day of _____, 2016, by a vote of _____ (yeas) to _____ (nays) to _____ (abstentions) at a regular meeting of the City Council of the City of Orange, Texas.

PASSED, APPROVED AND ADOPTED ON SECOND READING on the _____ day _____, 2016, by a vote of _____ (yeas) to _____ (nays) to _____ (abstentions) at a regular meeting of the City Council of the City of Orange, Texas.

CITY OF ORANGE, TEXAS

By: _____
Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED AS TO FORM:

John Cash Smith, City Attorney

Description of Orange Economic Development Corporation Project
Involving ITEX HOMES, LLC

The ORANGE ECONOMIC DEVELOPMENT CORPORATION project (the "Project") involving ITEX HOMES, LLC would generally include the following:

1. ITEX HOMES, LLC would construct residential dwellings (hereinafter referred to as "Qualified Residential Dwellings") in the Cypresswood Village Residential Development in the City of Orange, and these residential dwellings would be required to meet certain specifications as set forth more particularly in a performance agreement executed by and between the ORANGE ECONOMIC DEVELOPMENT CORPORATION and ITEX HOMES, LLC.
2. The ORANGE ECONOMIC DEVELOPMENT CORPORATION would provide to ITEX HOMES, LLC an economic incentive payment in the amount of Five Thousand and No/100 Dollars (\$5,000.00) (hereinafter referred to as "Economic Incentive Payments") related to the construction and sale of a Qualifying Residential Dwelling as provided for in the performance agreement.
3. The maximum number of Economic Incentive Payments that the ORANGE ECONOMIC DEVELOPMENT CORPORATION would be required to make to ITEX HOMES, LLC during each calendar year of the performance agreement would be limited to ten (10).

EXHIBIT "A"

MOTION

Motion accepting the Economic Development Corporation audit as presented by Charles E. Reed & Associates, P.C. for the fiscal year ending September 30, 2015.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

January 12, 2016

MOTION

Motion approving the Orange Economic Development Corporation's motion of intent to enter into an agreement with Licatino's Collision Center for the expenditure of funds for infrastructure improvements at 1001 Green Avenue, Orange, Texas in an amount not to exceed \$14,500.00 for the purpose of economic development.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

January 12, 2016

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: January 4, 2016

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, EDC Director

RE: TAX ABATEMENT GUIDELINES

Please see the attached "Tax Abatement Guidelines" document that has been previously adopted by the City of Orange as a participating entity of Orange County, Texas. The purpose of the tax abatement policy is to promote economic development by positioning the City of Orange as a competitive entity regarding incentives.

There are ten (10) sections of the Tax Abatement Guidelines document, which includes a section specifying the following: (a) Percent of value to be abated (b) Capital cost of the project or the number of full time jobs created, and (c) The number of years and percent abated up to a period not to exceed nine (9) years, including the construction period.

Subject to your review and approval, please place this Tax Abatement Guidelines document on the next city council agenda for discussion and possible action concerning the renewal of the incentive, and the specified period of time.

Please contact me at extension 1077 for additional information.

ORANGE COUNTY
TAX ABATEMENT GUIDELINES
January 2016 – December 31, 2017

SECTION 1 – Definitions

- a) “Abatement” means the full or partial exemption from ad valorem taxes of certain real property in a reinvestment zone designated for economic development purposes.
- b) “Agreement” means a contractual agreement between a property owner and/or lessee and (entity) for the purposes of tax abatement.
- c) “Base year value” means the assessed (taxable) value of eligible property January 1 preceding the execution of the agreement made after January 1, but before the execution of the agreement.
- d) “Economic life” means the number of years a property improvement is expected to be in service in a facility.
- e) “Deferred maintenance” means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- f) “Expansion” means the addition of buildings, structures, fixed machinery or equipment for the purposes of increasing production capacity.
- g) “Facility” means property improvements completed or in the process of construction, which together comprise an integral whole.
- h) “Manufacturing Facility” means buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- i) “Modernization” means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings or structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, or repairing.
- j) “New facility” means a property previously undeveloped that is placed into service by means other than or in conjunction with expansion or modernization.
- k) “Other Basic Industry” means buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which primarily serve a market outside the Orange County area and result in the creation of new permanent jobs and bring new wealth in.
- l) “Distribution Center Facility” means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials.

- m) “Entertainment Facility” means buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment through the admission of the general public.
- n) “Service Facility” means buildings and structures, including fixed machinery and equipment, used or to be used to service goods.
- o) “Research Facility” means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or to improve or develop the production processes thereto.
- (p) “Total Facility” means all buildings and structures including fixed machinery and equipment at the sites(s) where the “abatement facility” is located.
- (q) “Local Area” means residents of Orange, Chambers, Jefferson, Newton, Liberty, Hardin, or Jasper Counties, or Calcasieu Parish (La.).
- (r) “Contractor” means contractor(s) and/or subcontractor(s).

SECTION 2 – ABATEMENT TO PROMOTE ECONOMIC DEVELOPMENT

- a) Authorized Facility--A facility may be eligible for abatement under this section if it is a: Manufacturing Facility, Research Facility, Distribution Center Facility, Service Facility, Entertainment Facility, or Other Basic Industry.
- b) Creation of New Value—Abatement may only be granted for the additional value of eligible property improvements made subsequent to and listed in an abatement agreement between (entity) and the property owner and lessee (if required), subject to such limitations as (entity) may require.
- c) New and Existing Facilities—Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.
- d) Eligible Property—Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the facility.
- e) Ineligible Property—The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; deferred maintenance investments; property to be rented or leased—except as provided in Section 2(f); improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvement, including those to produce, store or distribute natural gas, fluids, or gases, which are not integral to the operation of the facility; property which has an economic life of less than 15 years; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated, or directed by a political subdivision of the State of Texas.

f) Owned/Leased Facilities—If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee.

g) Value and Term of Abatement—Abatement shall be granted effective with the execution of the abatement agreement and the period of the abatement shall begin with the January 1 valuation date immediately following the beginning of construction.

The length of an abatement contract will be for a period not to exceed nine years, including the construction period, but no more than the lesser of (1) seven years after successful completion of the project, or (2) one-half (1/2) of the project’s useful life.

The maximum amount of the abatement may be determined as follows:

Percent of Value to be Abated	Capital Cost of the Project \$	OR	# of New Full Time Permanent Jobs Created
0%	\$0 - \$1,000,000	OR	Not Applicable
100%	\$1,000,001 - \$2,500,000	OR	26 - 50
100%	\$2,500,001 - \$5,000,000	OR	51 - 75
75%	\$5,000,001 - \$10,000,000	OR	76 - 100
Variable, 100% max	Over \$10,000,000	OR	Not Applicable

If a modernization project includes facility replacement, the abated value shall be the value of the new unit less the value of the old unit(s).

With respect to the “variable, 100% maximum percent of created value to be abated” category for projects over \$10,000,001 in value, the following abatement schedule shall apply:

1	During construction (up to 2 years maximum)	100% Abatement
2	Year one following construction completion	100% Abatement
3	Year two following construction completion	100% Abatement
4	Year three following construction completion	90% Abatement
5	Year four following construction completion	75% Abatement
6	Year five following construction completion	60% Abatement
7	Year six following construction completion	45% Abatement
8	Year seven following construction completion	20% Abatement

- h) Economic Qualification—In order to be eligible to receive tax abatement, the planned improvement:
- (1) must not be expected to solely or primarily have the effect of transferring employment from one part of (entity) to another; and
 - (2) must be necessary because capacity cannot be provided efficiently utilizing existing improved property when reasonable allowance is made for necessary improvements; and
 - (3) must create a net increase of permanent jobs at the total facility of the applicant as outlined in Section 2 (g) above; and
 - (4) The property owner seeking tax abatement shall insure that its construction contractor and the operating manager of the facility granted tax abatement shall pay all affected employees fair and equitable wages and health and welfare benefits during the construction period of the abated project. In addition, the construction contractor and the operating manager of the facility agree to utilize local area contractors and local area work force to the maximum extent possible.
- i) Taxability—From the execution of the abatement to the end of the agreement period, taxes shall be payable as follows:
- (1) The value of the ineligible property as provided in Section 2 (e) shall be fully taxable; and
 - (2) The base year value of existing eligible property shall be established by a Letter of Understanding—Method Used in Calculating Abatements, prepared by the Orange County Appraisal District in concert with the affected property owner, for each year of the abatement agreement; and
 - (3) The additional value of new eligible property shall be taxable in the manner described in Section 2(g) or Section 3(a) and (b).

SECTION 3 – ABATEMENT TO FINANCE INFRASTRUCTURE

- a) Authorized Use—In addition to abatements granted under Section 2, the City of Orange may grant tax abatements on additional value of property improvements to encourage agreements to finance the construction of necessary infrastructure for the economic development of an area including, but not limited to, school facilities, streets and thoroughfares, and utilities.
- b) Value and Term of Abatement—The amount and length of abatement contracts under this section shall be determined by the City of Orange considering the value of the infrastructure to be constructed and effect on additional development potential.
- c) Combination Abatements—Projects may qualify for abatements and evaluations under both sections of these guidelines.

SECTION 4 – PUBLIC HEARING AND APPROVAL

- a) Prior to entering into a tax abatement agreement, all legal requirements for creation of a reinvestment zone must have been completed, including a public hearing at which interested persons are entitled to speak and present evidence for or against the designation.
- b) Prior to entering into a tax abatement agreement, the (entity) may, at its option, hold a public hearing at which interested persons shall be entitled to speak and present written materials for or against the approval of the tax abatement agreement.

c) Prior to entering into a tax abatement agreement, a committee consisting of one representative from every taxing entity affected or the county, (delete school district,) and city having taxing jurisdiction over the proposed improvement shall be convened to study the requested abatement; determine the effect of the proposed improvement on economic development; the impact of the requested abatement; the ability of the taxing entities to deliver services; present a recommended abatement contract for the consideration of each entity. The meeting shall be convened by the Orange County Judge's office.

d) In order to enter into a tax abatement agreement, the City of Orange must find that the terms of the proposed agreement meet these guidelines and criteria and that:

- (1) there will be no substantial adverse affect on the provision of the City of Orange's service or tax base;
- (2) the planned use of the property will not constitute a hazard to public safety, health, or morals;
- (3) the tax abatement will not adversely affect the competitive position of existing companies in Orange

County;

(4) where the project for abatement lies within the extraterritorial jurisdiction (ETJ) of a city within the county, the applicant will be encouraged to seek formation of the reinvestment zone through the city.

SECTION 5 – APPLICATION

a) Any present or potential owner of taxable property in (entity) may request abatement by filing a written request with (entity).

b) The application shall consist of:

- (1) a general description of the new improvement to be undertaken;
- (2) a descriptive list of the improvements for which an abatement is requested;
- (3) a list of the kind, number, and location of all proposed improvements of the property;
- (4) a map and property description;
- (5) a time schedule for undertaking and completing the proposed improvements;
- (6) the number of permanent jobs to be created;
- (7) in the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application;
- (8) the application form may require such financial and other information as the (entity) deems appropriate reevaluating the financial capacity and other factors of the applicant.

c) After receipt of an application for tax abatement, (entity) through its designated officer or employee shall prepare a feasibility study setting out the impact of the proposed tax abatement. The feasibility study shall include, but not be limited to, an estimate of the economic effect of the abatement of taxes and the benefit to eligible jurisdiction and the property to be included in the zone.

d) (Entity) shall not enter into an abatement agreement if it finds that the request of the abatement as filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion or new facility. An applicant is ineligible for abatement if a decision to commence a modernization, expansion or new facility in the (entity) has been formally announced on or before the date of adoption of these guidelines. However, (entity) may enter into an abatement agreement if it finds the commencement date of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility as after March 1, 2009, and before the effective date of these guidelines.

e) Variance—Requests for variance from the provisions of Subsections (a), (e), and (g) of Section 2, and Section 3, Subsections (a), (b), and (c) may be made in written form to the (governing body) of the (entity) provided however, the total duration of an abatement shall in no instance exceed nine years. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request for variance requires three-fourths ($\frac{3}{4}$) vote of the (governing body) of the (entity).

SECTION 6 - AGREEMENT

a) After approval, the (governing body) of the (entity) shall formally pass a resolution and execute an agreement with the owner of the facility and lessee as required which shall include:

- (1) estimated value to be abated and the base year value which shall be established by a Letter of Understanding—method used in calculating abatements, prepared by the Orange County Appraisal District in concert with the affected property owner, for each year of the abatement agreement;
- (2) percent of value to be abated each year as provided in Section 2 (g) and Section 3 (a) and (b);
- (3) the commencement date and the termination date of abatement;
- (4) the proposed use of the facility; nature of construction, time schedule, map, property description, and improvement list as provided in Application, Section 3(b);
- (5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignments as provided in Sections 2 (a), 2 (f), 2 (g), 6, 7, and 8, or other provisions that may be required for uniformity or state law, and Section 3 (a) and (b);
- (6) amount of investment and number of permanent jobs created;
- (7) contain procedures for verification of compliance with all contractual provisions.

Such agreement shall be executed within a reasonable time after the applicant has forwarded all necessary information and documentation to (entity).

SECTION 7 - RECAPTURE

a) In the event that the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion, or other casualty or accident or natural disaster, for a period of twelve (12) consecutive months during the abatement period, then the Agreement shall terminate and so shall the abatement of taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for that calendar year shall be paid to the (entity) within sixty (60) days from the date of termination.

b) If, on January 1 of any Tax Year, the legally determined fair market value of all realty improvements owned by the Real Property Owner within the jurisdiction of the Governmental Entity (“Realty Improvements”) is less than the legally determined fair market value of all Realty Improvements as of January 1 of the calendar year in which the Contract is executed (“Base Value”), then the abatement otherwise available shall be reduced for each dollar that the fair market value of Realty Improvements is less than the Base Value and provided, however, that in no event shall the offset exceed the Created Value of the Project otherwise subject to the Abatement of Taxes. The assessed value of the real property shall be that value assigned by the Orange County Appraisal District. Furthermore, if the (entity) loses tax revenue in any tax year during the term of the contract as a result of lowered assessed property valuation in the (entity) as determined by the Orange County Appraisal District, the amount of tax dollars abated will be reduced during such tax year for each dollar of lost tax revenue; provided, however, that in no event shall the reduction exceed the amount of taxes that would otherwise be abated.

- c) Should (entity) determine that the company or individual is in default according to the terms and conditions of its' agreement, the (entity) shall notify the company or individual in writing at the address stated in the Agreement, and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the Agreement may be terminated.
- d) In the event that the company or individual: (1) allows its ad valorem taxes owed by (entity) to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the "Cure Period", the Agreement then may be terminated and all taxes previously abated by virtue of the Agreement will be recaptured and paid within sixty (60) days of termination.
- e) Any person or legal entity who asserts that the recipient of any tax abatement under this agreement is in default of the terms hereof may bring such complaint to the County Judge. If the matter cannot be resolved, then the County Judge may initiate the reassembly of the Abatement Committee established in Section 4 (c) of this agreement. Such committee shall promptly consider such complaint, and receive input from all concerned parties. The committee may make recommendations to each affected taxing entity regarding disposition of the complaint. Thereafter, each affected taxing entity shall take such action, if any, as it deems appropriate under the circumstances and in view of the terms and conditions of this Agreement and applicable law.

SECTION 8 - ADMINISTRATION

- a) The Chief Appraiser of the Orange County Appraisal District shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year the company or individual receiving abatement shall furnish the assessor with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify (entity) of the amount of the assessment.
- b) The agreement shall stipulate that a designated representative of the (entity) will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.
- c) Upon completion of the construction, the (entity) shall annually evaluate each facility receiving abatement to ensure compliance with the agreement.
- d) Once approved, the Orange County Commissioner's Court, at their discretion, shall furnish applicants a comprehensive listing of local area contractors and suppliers. The applicant shall furnish a copy to each general contractor and project manager and said general contractors and project managers shall include those local area businesses on the invitation to bid lists.
- e) At the beginning of the construction period, a report shall be sent to the County Judge of the wages and health and welfare benefits that are being offered under the contract.
- f) Application for tax abatement must be submitted to each taxing entity in the area.

SECTION 9 – ASSIGNMENT

Tax abatement agreements may be assigned to a new owner or lessee of the facility with the written consent of (entity) which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the agreement. Any assignment of a tax abatement agreement shall be to an entity that contemplates the same improvements or repairs to the property, except to the extent such improvements or repairs have been completed. No assignment shall be approved if the assignor or the assignee are indebted to (entity) for ad valorem taxes or other obligations.

SECTION 10 – SUNSET PROVISION

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, at which time all tax abatement contracts created pursuant to its provisions will be reviewed by (entity) to determine whether the goals have been achieved. Based on that review, the guidelines and criteria will be modified, renewed, or eliminated.

Calculation of Abated Value

Each project that remains potentially eligible for abatement is then tested granting the abatement on an individual basis in chronological order based on the date the contract was executed.

1) For the project being tested, the “Base Year Value” plus the value potentially eligible for abatement for all other projects is subtracted from the “Current Year Value”.

If the difference is greater than 0, then the remaining value is the value of the project to be abated to the extent that it does not exceed the project value subject to abatement for that year. If the difference is 0 or less, then the project is not eligible for an abatement for that year.

If a subsequent project being tested is determined to be ineligible for the full value potentially eligible for abatement calculated by performing the calculations stated above, then the test process must be redone for all prior projects using the actual value subject to abatement for the subsequent project to determine if there is any affect on the abatement for each project and each taxing entity for that year.

MOTION

Motion approving the Orange County Tax Abatement Guidelines effective January, 2016 through December 31, 2017.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

January 12, 2016

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: January 4, 2016

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, EDC Director

RE: AT&T BUILDING DONATION – 1301 W BURTON AVENUE

Please see the attached letter and DONATION AGREEMENT concerning the donation of the AT&T building (formerly known as the Southwestern Bell Telephone Company Building), located at 1301 W Burton Avenue, to the City of Orange.

The AGREEMENT acknowledges that the fair market value of the Donated Property is \$100,000.00. The intended future use of the building is for public works staff as part of the water and sanitary sewer division.

Subject to your review and approval, please place the DONATION AGREEMENT on the next City Council meeting agenda. Please contact me at extension #1077 for additional information.



January 4, 2016

AT&T
Ms. Lindsay Munoz
Director, External Affairs
6500 West Loop S, Room 5100
Bellaire, TX 77401

**RE: AT&T BUILDING – 1301 W BURTON AVENUE
LEGAL DESCRIPTION – LOT 18 THRU 24 BLK 1 S.T. EDWARDS, ORANGE, ORANGE COUNTY, TEXAS**

Ms. Munoz,

The City of Orange, Texas, ("City") appreciates and accepts the donation offer of the AT&T building located at 1301 W Burton Avenue in Orange, Texas.

The City acknowledges that the fair market value of the Donated Property is One Hundred Thousand Dollars (\$100,000.00). The City agrees to accept the donated property "AS IS – WHERE IS" as specified in the attached DONATION AGREEMENT.

The City Tax ID is: 74-6002321.

Thanks,

Shawn Oubre, Ph.D.
City Manager
City of Orange, TX

DONATION AGREEMENT

This Donation Agreement (this "Agreement"), effective on the date when signed by the last Party ("Effective Date"), is between Southwestern Bell Telephone Company, a Delaware corporation (hereinafter referred to as "Donor"), and City of Orange, Texas (hereinafter referred to as "Donee"), each of which may be referred to in the singular as "Party" or in the plural as "Parties."

WHEREAS, Donee is an organization exempt from income tax under the provisions of the Internal Revenue Code of 1986;

WHEREAS, Donor is the owner of real estate described in the attached Exhibit A (the "Donated Property");

WHEREAS, the Parties intend that Donor shall transfer the Donated Property to the Donee, that such transfer shall be deductible by Donor as a charitable contribution for income tax purposes, and that Donee shall accept the Donated Property;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Donor shall transfer and convey to Donee, on the Effective Date, the Donated Property.
2. Both Parties acknowledge that the fair market value of the Donated Property is One Hundred Thousand Dollars (\$100,000.00).
3. **THE DONATED PROPERTY SHALL BE TRANSFERRED TO DONEE "AS IS -WHERE IS" ON THE EFFECTIVE DATE WITH ALL FAULTS, LATENT AND PATENT, AND DONOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE DONATED PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST PATENT, TRADEMARK, COPYRIGHT, OR TRADE SECRET INFRINGEMENT.**
4. Title and risk of loss to the Donated Property shall pass to Donee on the Effective Date.
5. In no event shall Donor be liable for incidental, consequential, special, or indirect damages whether arising out of breach of warranty, breach of contract,

negligence, and strict tort liability or otherwise in connection with this Donation Agreement.

6. Donee shall not bring any action against Donor based on any claim by any person for damages arising from Donee's possession or use of the Donated Property.
7. Donee shall indemnify and hold Donor harmless against any loss, claim or damage which results in any way from Donee's possession or use of the Donated Property.
8. Donee shall not use Donor's or its affiliates' trademarks or service marks in any written, electronic or oral advertising or presentation or brochure, newsletter, book, electronic database or other written matter of whatever nature, without Donor's prior written consent (collectively referred to herein as "Publicity Matters"). Donee must submit to Donor for written approval, prior to publication, all Publicity Matters that display Donor's or its affiliates' trademarks or service marks or that contain any symbols, pictures or language from with a connection to said trademarks or service marks may be inferred or implied.
9. Each Party giving or making any notice or other communication (each, a "Notice") pursuant to this Donation Agreement must give Notice in writing and use one of the following methods, each of which for purposes of this Donation Agreement is a writing: in person; first class mail with postage prepaid; Express Mail, Registered Mail, or Certified Mail (in each case, return receipt requested and postage prepaid); internationally recognized overnight courier (with all fees prepaid); or facsimile. Each Party giving Notice shall address the Notice to the appropriate person at the receiving Party at the address listed below:

Donor:
Southwestern Bell Telephone Company
208 S Akard Street
Dallas, Texas 75202

Donee:
City of Orange
Attn: Jay Trahan
803 W Green Avenue
Orange, Texas 77630

10. This Donation Agreement shall be governed by the laws of the State of Texas (excluding any laws that direct the application of another jurisdiction's law).

IN WITNESS WHEREOF, the Parties have caused this Donation Agreement to be executed, which may be in duplicate counterparts, each of which will be deemed to be an original instrument.

Southwestern Bell Telephone Company

City of Orange

By: _____

By: _____

Printed Name: Pat Orman

Printed Name:

Title: Regional Transactions Manager

Title:

Date: _____

Date: _____

EXHIBIT A

LOT 18 THRU 24 BLK 1 S. T. EDWARDS, ORANGE, ORANGE COUNTY, TEXAS

MOTION

Motion approving the donation by AT&T of the building located at 1301 W Burton Avenue, formerly known as the Southwestern Bell Telephone Company building, to the City of Orange for the intended use of public works staff as part of the water and sanitary sewer division.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

January 12, 2016