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

March 08, 2016
9:00 A.M.

1.	**CALL TO ORDER**		Mayor
2.	**INVOCATION and PLEDGE OF ALLEGIANCE**		Council Member Guidry
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) February 22, 2016 Special Call City Council Meeting	5	Mayor/Council
	b) February 23, 2016 City Council Meeting	7	Mayor/Council
5.	**CITIZEN COMMENTS**		
	At this time comments will be taken from the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum three minutes for each speaker. Your comments are appreciated. As the Texas Open Meetings Act does not allow the Council to respond to items not listed on the agenda, your comments will be duly noted by the Council and forwarded to the appropriate department for prompt consideration.		
6.	**PROCLAMATION**		
	a) American Red Cross Month	12	Mayor/Council

7. PUBLIC HEARING

a) Conduct a public hearing to receive citizen comments on the Proposed Activity of: Clearance & Demolition which is a part of the City's Annual Action Plan of Community Development Block Grant Program.

Demolition of 9 substandard and dilapidated residential structures and clearance of those properties.

Addresses and location of properties to be read aloud. 13 Staff: Wilson

8. ORDINANCES

a) Final Reading:

Consider an ordinance amending the City of Orange Official Zoning Map, a part of Chapter 12: Planning and Zoning, of the 2000 Revised Code of Ordinances of the City of Orange, Texas: changing the zoning classification of an 1160.870 acre tract or parcel of land out of the Charles Morgan Survey Abstract No. 18, the William Morgan Survey, Abstract No. 266, the Jacob Towensend Survey, Abstract No. 180, and the John Allen Survey Abstract No. 1, all in Orange County, Texas from "R-1" Low Density Residential Zoning District to "I" Industrial Zoning District; providing for the official Zoning Map of the City of Orange, Texas to reflect such change; and making certain findings relative thereto. First Reading February 23, 2016 17 Staff: Knauf

b) Final Reading:

Consider an ordinance of the City Council of the City of Orange, Texas amending Chapter 12.1000 "Sign Regulations" in its entirety; amending Section 12.611 "Supplementary Regulations Applicable to All Zoning Districts" by regulating searchlights and beacons; repealing all ordinances in conflict to the extent of any conflict, providing for a severability clause, and establishing an effective date. First Reading February 23, 2016 25 Staff: Knauf

9. RESOLUTIONS

a) Consider a resolution awarding a contract to H-GAC in the amount not to exceed $425,000.00 for the purchase of one 2016 2000 gpm pumper on a Ferrara chassis for the Orange Fire Department. 40 Staff: Frenzel

b) Consider a resolution authorizing the City Manager to enter into a license agreement, indemnity and release with the Nelda C. and H. J. Lutcher Stark Foundation for the use of Stark Park for the 14th Annual Art in the Park, April 9, 2016. 41 Staff: Trahan

10. DISCUSSION/ACTION

a) Consider a motion extending the current contract agreement with ARCADIS U.S., Inc. for the purpose of professional services related to disaster debris management and financial recovery services for a period of one year, at the current fee schedule, from March 8, 2016 to March 8, 2017.	48	Staff: Brown
b) Consider a motion acknowledging receipt of the Orange Economic Development Corporation Investment Report for the quarter ending December 31, 2015.	58	Staff: English
c) Consider a motion acknowledging receipt of the Orange Economic Development Corporation Financial Report for the period ending December 31, 2015.	60	Staff: English
d) Consider a motion declaring the vehicle (2004 Ford F150 Unit #0912CD) as surplus and authorizing disposal by auction through Rene' Bates Auctioneer, Inc.	67	Staff: Knauf
e) Discussion and possible action to approve the placement of the wording "In God We Trust" on city owned vehicles.		Council Member Pullen

11. REPORTS

a) City Manager Report

b) City Council Report

12. ADJOURN TO CLOSED EXECUTIVE SESSION

a) Deliberation with City Attorney pursuant to Chapter 551 of the Texas Government Code:

(1) Deliberation with City Attorney regarding pending or contemplated litigation as authorized by subsection 551.071 - CAUSE NO. D160030-C - LESLIE E. BARRAS and HISTORIC ORANGE PRESERVATION EMPOWERMENT, INC., *Plaintiffs* VS. THE CITY OF ORANGE, TEXAS, et al, *Defendants.* — Mayor/Council

13. RECONVENE IN OPEN SESSION

a) Take action as necessary regarding item 12 a (1) above. — Mayor/Council

14. 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 licenciación 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 licenciación 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 }

February 22, 2016

COUNTY OF ORANGE }

BE IT REMEMBERED THAT a Special Call Meeting of the City Council of the City of Orange, Orange County, Texas, was held in the Bush Clinton Training Room located at the Central Fire Station on Monday, February 22, 2016.

COUNCIL MEMBERS PRESENT:	Jimmy Sims	Mayor
	Mary McKenna	Mayor Pro Tem
	Patrick A. Pullen	Council Member
	Dr. Wayne Guidry	Council Member
	Essie Bellfield	Council Member
	Bill Mello	Council Member
COUNCIL MEMBERS ABSENT:	Larry Spears Jr.	Council Member
STAFF MEMBERS PRESENT:	Dr. Shawn Oubre	City Manager
	Jay Trahan	Assistant City Manager, Director of Economic Development
	Rhonda Haskins	City Secretary
	Patricia Anderson	Deputy City Secretary
	David Frenzel	Fire Chief
	Lee Anne Brown	Deputy Fire Chief
	John Bilbo	Fire Marshal
	Jim Wolf	Director of Public Works
	Gail English	Director of Finance
STAFF MEMBERS ABSENT:	Lane Martin	Chief of Police
	Kelvin Knauf	Director of Planning and Community Development
	Brenna Manasco	Library Director

Mayor Sims called the meeting to order at 10:30 A.M.

Council Member Bellfield led the Invocation.

WORKSHOP

DISCUSS THE DESIGN, SPECIFICATIONS AND PURCHASE OF FIRE TRUCKS.

Dr. Oubre advised the City is looking at multiple purchases of fire trucks, total of three trucks He advised $125,000.00 has been ear marked to purchase one new pumper. The City also received $330,000.00 from the British Petroleum law suit. This is a balance of $455,000.00. Staff would like to budget $425,000.00 for the purchase of the new pumper. Chief Frenzel and Deputy Fire Chief

Brown presented a presentation on the design and specifications of the new fire truck. A copy of this presentation is included in and being made a part of these minutes.

Dr. Oubre gave the figures to repair Engines 4, 5, and 7.

Deputy Fire Chief Brown explained the functions of each fire truck.

Chief Frenzel advised Engine 4 and 5 are twenty-three years old and Engine 7 is sixteen years old. In the past, fire trucks have been replaced when they reach eighteen years old. He advised the City has applied for a grant. If awarded, the grant can be used toward the purchase of the other two fire trucks. The City should know something within the year if awarded the grant. He advised most vendors do not like trade-ins. Staff has put together basic specifications for an engine/pumper through the use of: NFPA Standards (National Fire Protection Association), ISO Standards (Insurance Service Office), and Local Needs (Orange Fire Department). Staff looked at five vendors: Metro Fire Apparatus (no response), Siddons-Martin Pierce ($429,641.00), Daco Fire Apparatus ($434,135.00), Ferrara Fire Apparatus ($424,127.00), and Deep South Fire Trucks ($424,650.00). Staff requested Ferrara Fire Apparatus to prepare three separate quotes for three different specifications: 1) Basic Specification, $364,715.00, 2) Mid Range Specification, $424,127.00, and 3) Preferred Specification, $444,794.00. He explained the differences between each specification. Staff is recommending purchasing the mid range fire truck from Ferrara Fire Apparatus.

Lunch break was taken at 11:39 A.M.

Meeting reconvened at 11:51 A.M.

Ms. English gave Council a handout on the financing of two additional fire trucks. She explained each option. A copy of this handout is included in and being made a part of these minutes.

Dr. Oubre asked Council if they wanted staff to put together a resolution to purchase a mid range fire truck. After discussion, it was the consensus of Council to prepare a resolution to purchase a fire truck in an amount not to exceed $425,000.00.

ADJOURNMENT

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

The meeting adjourned at 12:43 P.M.

_____
Jimmy Sims, Mayor

ATTEST:

_____
Rhonda Haskins, City Secretary

STATE OF TEXAS **}**

February 23, 2016

COUNTY OF ORANGE **}**

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, February 23, 2016.

COUNCIL MEMBERS PRESENT:	Jimmy Sims	Mayor
	Mary McKenna	Mayor Pro Tem
	Patrick A. Pullen	Council Member
	Dr. Wayne Guidry	Council Member
	Bill Mello	Council Member
	Larry Spears Jr.	Council Member
COUNCIL MEMBERS ABSENT:	Essie Bellfield	Council Member
STAFF MEMBERS PRESENT:	Dr. Shawn Oubre	City Manager
	Jay Trahan	Assistant City Manager, Director of Economic Development
	Rhonda Haskins	City Secretary
	Patricia Anderson	Deputy City Secretary
	David Frenzel	Fire Chief
	Gail English	Director of Finance
	Jim Wolf	Director of Public Works
	Kelvin Knauf	Director of Planning and Community Development
	Brenna Manasco	Library Director
	Michael Patterson	Engineering Tech
	John Cash Smith	City Attorney
STAFF MEMBERS ABSENT:	Lane Martin	Chief of Police

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

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

APPROVAL OF MINUTES

Council Member Spears moved to approve the minutes of the January 5, 2016 Planning and Zoning Commission Meeting. Second to the motion was made by Council Member Guidry which carried unanimously.

Council Member Pullen moved to approve the minutes of the February 9, 2016 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, spoke against moving City Hall.

PUBLIC HEARING

CONDUCT A PUBLIC HEARING TO RECEIVE CITIZEN COMMENTS CONCERNING THE RE-ZONING OF A 1160.870 ACRE TRACT OR PARCEL OF LAND OUT OF THE CHARLES MORGAN SURVEY ABSTRACT NO. 18, THE WILLIAM MORGAN SURVEY, ABSTRACT NO. 266, THE JACOB TOWENSEND SURVEY, ABSTRACT NO. 180, AND THE JOHN ALLEN SURVEY, ABSTRACT NO. 1, ALL IN ORANGE COUNTY, TEXAS (INTERNATIONAL PAPER COMPANY) FROM “R-1" LOW DENSITY RESIDENTIAL TO “I” INDUSTRIAL.

The public hearing began a 5:37 P.M.

Ashley Moore, 1750 Inland Road, advised International Paper Company is in favor of the re-zoning.

The public hearing ended at 5:38 P.M.

ORDINANCES

FIRST READING:

ORDINANCE AMENDING THE CITY OF ORANGE OFFICIAL ZONING MAP, A PART OF CHAPTER 12: PLANNING AND ZONING, OF THE 2000 REVISED CODE OF ORDINANCES OF THE CITY OF ORANGE, TEXAS: CHANGING THE ZONING CLASSIFICATION OF AN 1160.870 ACRE TRACT OR PARCEL OF LAND OUT OF THE CHARLES MORGAN SURVEY ABSTRACT NO. 18, THE WILLIAM MORGAN SURVEY, ABSTRACT NO. 266, THE JACOB TOWENSEND SURVEY, ABSTRACT NO. 180, AND THE JOHN ALLEN SURVEY ABSTRACT NO. 1, ALL IN ORANGE COUNTY, TEXAS FROM “R-1" LOW DENSITY RESIDENTIAL ZONING DISTRICT TO “I” INDUSTRIAL ZONING DISTRICT; PROVIDING FOR THE OFFICIAL ZONING MAP OF THE CITY OF ORANGE, TEXAS TO REFLECT SUCH CHANGE; AND MAKING CERTAIN FINDINGS RELATIVE THERETO.

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

PUBLIC HEARING

CONDUCT A PUBLIC HEARING CONCERNING AMENDING ARTICLE 12.1000 OF THE CODE OF ORDINANCES "SIGN REGULATIONS" IN ITS ENTIRETY AND SECTION 12.611 "SUPPLEMENTAL REGULATIONS APPLICABLE TO ALL ZONING DISTRICTS" BY REGULATING SEARCHLIGHTS AND BEACONS.

The public hearing began a 5:40 P.M.

There were no citizen comments.

The public hearing ended at 5:49 P.M.

ORDINANCES

FIRST READING:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS AMENDING CHAPTER 12.1000 "SIGN REGULATIONS" IN ITS ENTIRETY; AMENDING SECTION 12.611 "SUPPLEMENTARY REGULATIONS APPLICABLE TO ALL ZONING DISTRICTS" BY REGULATING SEARCHLIGHTS AND BEACONS; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF ANY CONFLICT, PROVIDING FOR A SEVERABILITY CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

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

DISCUSSION/ACTION

MOTION ACKNOWLEDGING ANNUAL REVIEW OF THE CITY OF ORANGE INVESTMENT POLICY.

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

MOTION ACKNOWLEDGING RECEIPT OF THE QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING DECEMBER 31, 2015.

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

MOTION ACCEPTING THE EXTENSION OF THE CURRENT WATER SERVICE HARDWARE

CONTRACT FROM MARCH 1, 2016 THROUGH SEPTEMBER 30, 2016. THIS CONTRACT IS SHARED BY RURAL PIPE & SUPPLY COMPANY AND MDN ENTERPRISES, INC.

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

MOTION AUTHORIZING THE ORANGE COUNTY MOSQUITO CONTROL DISTRICT TO FLY LOW ALTITUDES AS REQUIRED FOR THE APPLICATION OF INSECTICIDES FOR THE ABATEMENT OF MOSQUITOES WITHIN THE LIMITS OF THE CITY OF ORANGE.

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

CITY MANAGER REPORT

No report was given.

CITY COUNCIL REPORT

Council Member Spears thanked everyone for coming to the meeting.

Council Member Mello advised an excellent job was done in planning the Trash-Off.

Mayor Pro Tem McKenna advised the Trash-Off was dedicated to Michael Hoke, who started the event many years ago.

Council Member Guidry advised the Trash-Off was a great event.

Council Member Pullen thanked Mr. Trahan for placing a billboard in Lake Charles. He thanked Chief Frenzel for the presentation regarding purchasing new fire trucks.

Mayor Sims encouraged everyone to vote.

ADJOURN TO CLOSED EXECUTIVE SESSION

a) Deliberation with City Attorney pursuant to Chapter 551 of the Texas Government Code:

(1) Deliberation with City Attorney regarding pending or contemplated litigation as authorized by subsection 551.071 -CAUSE NO. D160030-C - LESLIE BARRAS and HISTORIC ORANGE PRESERVATION EMPOWERMENT, INC., *Plaintiffs* VS. THE CITY OF ORANGE, TEXAS, et al, *Defendants*.

(2) Deliberation with City Attorney regarding pending or contemplated litigation as authorized by subsection 551.071 - Residents in violation of City of Orange Code

of Ordinances Section 11.102 and Article 11.500 - requiring connection to water and sewer systems.

The Council met in closed executive session at 6:05 P.M.

RECONVENE IN OPEN SESSION

The Council reconvened in open session at 6:51 P.M.

TAKE ACTION AS NECESSARY REGARDING ITEM 10 a (1) AND (2) ABOVE.

No action was taken.

ADJOURNMENT

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

The meeting adjourned at 6:51 P.M.

_____
Jimmy Sims, Mayor

ATTEST:

_____
Rhonda Haskins, City Secretary

Proclamation

OFFICE OF THE MAYOR

City of Orange

WHEREAS across the country, around the world and in our community, the **Red Cross** is there in times of need; and

WHEREAS for example, when an injured service member is in a hospital far from home, the **Red Cross** offers comfort, when a lifeguard jumps in a pool to save a drowning child or when someone steps up to help a heart attack victim, the **Red Cross** is there; and

WHEREAS during terrible storms, floods and house fires, the **Red Cross** can be counted on to provide aid; and

WHEREAS our community depends on the **Red Cross**, which relies on donations of time and funding to fulfill its humanitarian mission; and

WHEREAS each year, the **American Red Cross** dedicates the month of March to **"Everyday Heroes"** who support its mission of preventing and alleviating human suffering in the face of emergencies; and

WHEREAS today we would like to honor our heroes in the City of Orange who have worked tirelessly to assist their neighbors when they need a helping hand;

NOW THEREFORE I, Jimmy Sims, Mayor of the City of Orange, Texas, do hereby proclaim March 2016 as

AMERICAN RED CROSS MONTH

and encourage all Americans to support this organization and its noble humanitarian mission.

IN WITNESS WHEREOF I have hereunto set my hand and have caused the seal of the City of Orange, Texas to be hereto affixed this the 8th day of March, 2016.

_____

Jimmy Sims, Mayor

MEMORANDUM

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

FROM: **Kelvin Knauf, Planning & Community Development Director**
Sandra Wilson, Grants Planner

SUBJECT: **Environmental Clearance for Specific Sites scheduled for demolition through the Community Development Block Grant Program**

DATE: **February 26, 2016**

Background

The City Council needs to conduct a public hearing to receive public comments concerning the Proposed Activity: Clearance & Demolition for nine (9) substandard and dilapidated residential structures and clearance of properties funded through the City's Community Development Block Grant Program. This public hearing is part of the Section 106 process of environmental clearance and part of the Citizen Participation Process in our Consolidated Plan.

We have two (2) properties located in the 100 Year Floodplain and nine (9) properties 45 years of age or older, with two (2) of those being located in the Old Orange Historic District. Letters have been mailed to individuals or agencies who may have an interest in this activity. The Early Floodplain Notice was published in the Sunday edition of the Orange Leader on February 28, 2016 and the Final Floodplain Notice will be published in the Wednesday edition of the Orange Leader on March 16, 2016. The addresses of the structures proposed for demolition is attached.

All of the properties have been reviewed or are currently going through review by the State Historical Preservation Office, the Orange Historic Preservation Commission and the Section 106 Liaison.

Recommendation

I recommend that the City Council conduct a public hearing to receive public comments concerning the proposed demolition of nine substandard and dilapidated strutures as shown on the attached list.

City Council Agenda
March 8, 2016
9:00 a.m.

Public Hearing:

Conduct a public hearing to receive citizen's comments on the Proposed Activity of: Clearance & Demolition which is a part of the City's Annual Action Plan of Community Development Block Grant Program.

Demolition of 9 substandard and dilapidated residential structures and clearance of those properties.

Addresses and location of properties to be read aloud.

Environmental Review Process: Categorical Exclusion Subject to 58.5 Determination for Activities Listed at 24 CFR 58.35 (a)
Project: Clearance & Demolition
Project Description: Demolition of unsafe, dilapidated, and/or abandoned residential structure

1. **Address:** 407 W Bilbo Rd., Orange, Orange County, Texas
   Geographical Location: Block 3013, Block Group 3, Census Tract 202
   Map Coordinates: 30° 6' 54.55" North 93° 43' 59.86" West
   Age of Structure: 54 years
   Environmental Clearance Item: Age of structure older than 45 years..

2. **Address:** 1008 S College, Orange, Orange County, Texas
   Geographical Location: Block 3115, Block Group 3, Census Tract 203
   Map Coordinates: 30° 4' 44.93" North 93° 44' 02.46" West
   Age of Structure: 101 years
   Environmental Clearance Item: Located in the 100 year Flood Plain and age of structure, older than 45 years

3. **Address:** 1009 13th Street, Orange, Orange County, Texas
   Geographical Location: Block 2016, Block Group 2, Census Tract 209
   Map Coordinates: 30° 06' 08.80" North 93° 44' 33.23" West
   Age of Structure: 85 years
   Environmental Clearance Item: Located in the Old Orange Historic District and age of structure, older than 45 years

4. **Address:** 1030 Ruby Lane, Orange, Orange County, Texas
   Geographical Location: Block 2014, Block Group 2, Census Tract 202
   Map Coordinates: 30° 06' 59.48" North 93° 44' 32.92" West
   Age of Structure: 61 years
   Environmental Clearance Item: Age of structure older than 45 years

5. **Address:** 1407 W John Avenue, Orange, Orange County, Texas
   Geographical Location: Block 2016, Block Group 2, Census Tract 209
   Map Coordinates: 30° 06' 01.92" North 93° 44' 39.11" West
   Age of Structure: 80 years
   Environmental Clearance Item: Located in the Old Orange Historic District, Age of structure older than 45 years.

6. **Address:** 1408 N Hart, Orange, Orange County, Texas
   Geographical Location: Block 2000, Block Group 2, Census Tract 209
   Map Coordinates: 30° 06' 15.05" North 93° 44' 39.19" West
   Age of Structure: 75 years
   Environmental Clearance Item: Age of structure, older than 45 years

7. **Address:** 1603 S Georgia Ave, Orange, Orange County, Texas
Geographical Location: Block 3122, Block Group 3, Census Tract 203
Map Coordinates: 30° 04' 17.76" North 93° 44' 34.63" West
Age of Structure: 65 years
Environmental Clearance Item: Located in the 100 year Flood Plain, age of structure, older than 45 years.

8. **Address:** 2212 Pacific, Orange, Orange County, Texas
Geographical Location: Block 4025, Block Group 4, Census Tract 209
Map Coordinates: 30° 06' 43.65" North 93° 44' 40.33" West
Age of Structure: 73 years
Environmental Clearance Age of structure, older than 45 years.

9. **Address:** 3744 Ridgemont, Orange, Orange County, Texas
Geographical Location: Block 4036, Block Group 4, Census Tract 207
Map Coordinates: 30° 06' 02.76" North 93° 46' 37.28" West
Age of Structure: 53 years
Environmental Clearance Item: Age of structure, older than 45 years

MEMORANDUM

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

From: **Kelvin Knauf, Director of Planning and Community Development**

Subject: **Consider an ordinance re-zoning a 1160.870 acre tract or parcel of land out of the Charles Morgan Survey Abstract No. 18, the William Morgan Survey, Abstract No. 266, the Jacob Towensend Survey, Abstract No. 180, and the John Allen Survey Abstract No. 1, all in Orange County, Texas (International Paper Company property) from "R-1" Low Density Residential to "I" Industrial**

Date: **February 24, 2016**

Background

On August 14, 2015 the City Council approved on final reading the voluntary annexation of this property. A map of the annexed area is included in your agenda packet. Whenever property is annexed into the City, the property is automatically zoned R-1 Low Density Residential. The manufacture of paper products is listed under the Standard Industrial Classification (SIC) as Major Group 51. The zoning matrix allows SIC Major Group 51 establishments by right to be located only in the "I" Industrial zoning classification.

On February 2, 2016, the Planning and Zoning Commission voted unanimously to recommend that the International Paper Company property be re-zoned from "R-1" Low Density Residential to "I" Industrial.

On February 23, 2016, the City Council adopted the ordinance on first reading.

Recommendation

I recommend that the City Council adopt on second and final reading an ordinance re-zoning a 1160.870 acre tract or parcel of land out of the Charles Morgan Survey Abstract No. 18, the William Morgan Survey, Abstract No. 266, the Jacob Towensend Survey, Abstract No. 180, and the John Allen Survey Abstract No. 1, all in Orange County, Texas (the International Paper Company property) from "R-1" Low Density Residential to "I" Industrial.

AN ORDINANCE AMENDING THE CITY OF ORANGE OFFICIAL ZONING MAP, A PART OF CHAPTER 12: PLANNING AND ZONING, OF THE 2000 REVISED CODE OF ORDINANCES OF THE CITY OF ORANGE, TEXAS: CHANGING THE ZONING CLASSIFICATION OF AN 1160.870 ACRE TRACT OR PARCEL OF LAND OUT OF THE CHARLES MORGAN SURVEY ABSTRACT NO. 18, THE WILLIAM MORGAN SURVEY, ABSTRACT NO. 266, THE JACOB TOWENSEND SURVEY, ABSTRACT NO. 180, AND THE JOHN ALLEN SURVEY ABSTRACT NO. 1, ALL IN ORANGE COUNTY, TEXAS FROM "R-1" LOW DENSITY RESIDENTIAL ZONING DISTRICT TO "I" INDUSTRIAL ZONING DISTRICT; PROVIDING FOR THE OFFICIAL ZONING MAP OF THE CITY OF ORANGE, TEXAS TO REFLECT SUCH CHANGE; AND MAKING CERTAIN FINDINGS RELATIVE THERETO.

WHEREAS, the Planning and Zoning Commission met in regular session on February 2, 2016 and held a public hearing on a zoning request by the City of Orange; and,

WHEREAS, the Commission voted unanimously 4-0 to recommend that the City Council approve a request to amend the zoning of a 1160.870 acre tract or parcel of land out of the Charles Morgan Survey Abstract No. 18, the William Morgan Survey, Abstract No. 266, the Jacob Towensend Survey, Abstract No. 180, and the John Allen Survey Abstract No. 1, all in Orange County, Texas from "R-1" Low Density Residential Zoning District to "I" Industrial Zoning District as shown highlighted in Exhibit "A"; now, therefore,

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

SECTION I

THAT, the zoning classification of a 1160.870 acre tract or parcel of land out of the Charles Morgan Survey Abstract No. 18, the William Morgan Survey, Abstract No. 266, the Jacob Towensend Survey, Abstract No. 180, and the John Allen Survey Abstract No. 1, all in Orange County, Texas as shown on the attached Exhibit "A" shall be amended from "R-1" Low Density Residential Zoning District to "I" Industrial Zoning District.

SECTION II

THAT, the "Official Zoning Map" of the City of Orange, Texas be amended to reflect the zoning change described above, said zone change shall take effect and be in force from and after the "Official Zoning Map" reflects such change.

SECTION III

THAT, the City Council of the City of Orange, Texas hereby legislatively finds and determines that this ordinance and the zoning district established herein will be in harmony with the general purpose and intent of the Comprehensive Zoning Ordinance and Master Plan of the City of Orange; will be as a substantial relationship to the public welfare; and that all procedural requirements have been satisfied as to this matter.

SECTION IV

THAT, this ordinance shall be effective after the second and final approval and publication as required in the Orange City Charter and state law.

PASSED and APPROVED on the first reading this the 23rd day of February, 2016.

PASSED, APPROVED, and ADOPTED on the final reading on this the 8th day of March, 2016.

_____

Jimmy Sims, Mayor

ATTEST:

_____

Rhonda Haskins, City Secretary

APPROVED AS TO FORM:

_____

City Attorney

Exhibit A:
LEGAL DESCRIPTION OF PROPERTY

June 5, 2015

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

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

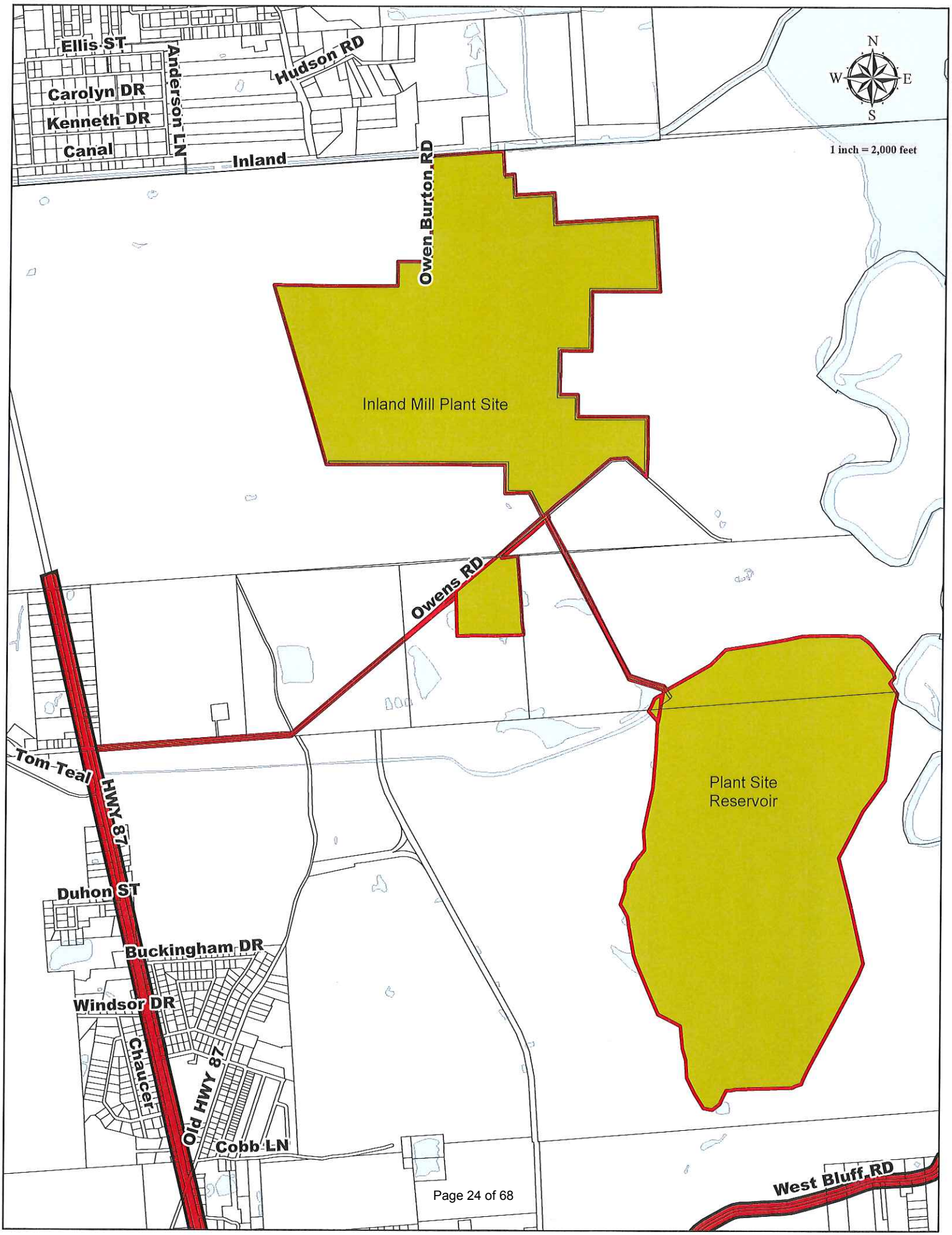
THENCE South 00 Deg. 14 Min. 09 Sec. West, for a distance of 374.93 feet, to a point for corner;
THENCE South 89 Deg. 54 Min. 56 Sec. East, for a distance of 701.27 feet, to a point for corner;
THENCE South 00 Deg. 00 Min. 00 Sec. East, for a distance of 358.45 feet, to a point for corner;
THENCE North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

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

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

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

corner;
THENCE South 86 Deg. 36 Min. 35 Sec. East, for a distance of 2112.75 feet, to a point for corner;
THENCE North 03 Deg. 23 Min. 25 Sec. East, for a distance of 421.31 feet, to a point for corner;
THENCE South 86 Deg. 36 Min. 35 Sec. East, for a distance of 573.90 feet, to a point for corner;
THENCE North 03 Deg. 23 Min. 25 Sec. East, for a distance of 1800.00 feet, to a point for corner;
THENCE North 89 Deg. 08 Min. 23 Sec. East, for a distance of 300.00 feet, to a point for corner;
THENCE North 00 Deg. 51 Min. 37 Sec. West, for a distance of 5.00 feet, to a point for corner;
THENCE North 89 Deg. 13 Min. 27 Sec. East, for a distance of 443.45 feet, to a point for corner, which is the POINT OF BEGINNING, and containing 1,160.870 acres or 50,567,517.8 square feet.


Ellis ST
Carolyn DR
Kenneth DR
Canal
Anderson LN
Hudson RD
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1 inch = 2,000 feet
Inland Mill Plant Site
Owens RD
Plant Site
Reservoir
Tom Teal
HWY 87
Duhon ST
Buckingham DR
Windsor DR
Chaucer
Old HWY 87
Cobb LN
West Bluff RD

MEMORANDUM

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

From: **Kelvin Knauf, Director of Planning and Community Development**

Subject: **Recommendation concerning amending the Orange Code of Ordinances Article 12.1000 "Sign Regulations" and Section 12.611 "Supplementary Regulations Applicable to All Zoning Districts"**

Date: **February 24, 2015**

Background

Attached for your consideration is a proposed ordinance that amends Article 12.1000 of the Code of Ordinances that regulates signs. The proposed amendments include the following:

- Renames "Temporary Event Signs" to "Promotional Signs" (to avoid confusion with the proposed "Special Event Signs");
- Adds blade signs, banners, balloons, feather flags, inflatables, air dancers, inflatable tubes, and pennants to the definition of a promotional sign;
- Changes the size of a master sign from 400 square feet with unlimited size for the shopping center identification to 600 square feet total including shopping center identification;
- Re-writes Section 12.1005.a. pertaining to pole signs and portable signs in the Historic Districts to clarify the regulations;
- Creates a sign classification of "Exhibition Signs" to address signs that may be for a cultural or performing exhibition, event or performance of a historic, cultural or artistic nature such as plays, concerts, and museum exhibits;
- Creates a sign classification of "Special Event Signs" that address signs for special events of a community-wide event or activity conducted by, or sponsored by, on or behalf of a unit of local government, an agency of the State of Texas, an accredited institute of higher learning, a charitable organization or a not-for-profit organization such as Bassmasters, and boat races;
- Creates a sign classification of "Window Signs" regulating the size of signs in windows; and
- Corrects typos, duplications and inconsistencies in the current ordinance and clarifies wording in the current ordinance.

The proposed ordinance also amends Section 12.611 "Supplementary Regulations Applicable to All Zoning Districts" by regulating searchlights and beacons. The proposed ordinance prohibits searchlights or beacons unless they have a sign permit and the searchlights/beacons can only be operated for 30-day periods three times a year with 30 day intervals between each 30-day period.

The Planning and Zoning Commission considered the proposed ordinance at their February 2, 2016 meeting and voted unanimously to recommend that the City Council adopt the ordinance amending the sign ordinance and establishing regulations for searchlights and beacons.

On February 23, 2016, the City Council adopted the ordinance on the first reading.

Recommendation

I recommend that the City Council on second and final reading adopt an ordinance amending Article 12.1000 “Sign Regulations” and Section 12.611 “Supplementary Regulations Applicable to All Zoning Districts” as presented.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS AMENDING CHAPTER 12.1000 "SIGN REGULATIONS" IN ITS ENTIRETY; AMENDING SECTION 12.611 "SUPPLEMENTARY REGULATIONS APPLICABLE TO ALL ZONING DISTRICTS" BY REGULATING SEARCHLIGHTS AND BEACONS; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF ANY CONFLICT, PROVIDING FOR A SEVERABILITY CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Planning and Zoning Commission has reviewed Chapter 12.1000 "Sign Regulations" of the Orange Code of Ordinances and recommends that the current sign regulations be amended, and

WHEREAS, the Planning and Zoning Commission has reviewed Chapter 12.611 "Supplementary Regulations Applicable to All Zoning Districts" and recommends that regulations pertaining to searchlights and beacons be adopted; and

WHEREAS, there have been federal court rulings on the regulation of signs, and

WHEREAS, the City Council believes that regulating signs, searchlights and beacons is necessary to prevent signs from dominating the landscape or buildings; creating a nuisance to persons using the public rights-of-way; constituting a visual nuisance by their size, location or height; creating a hazard due to collapse, fire, decay or abandonment; obstructing firefighting or police surveillance, and do not create traffic hazards by confusing or distracting motorists, or their ability to read traffic signs or impair the driver's ability to see pedestrians, vehicles or obstacles, and

WHEREAS, a public hearing was conducted before the Planning and Zoning Commission on February 2, 2016 to receive comments from the public concerning the proposed changes to the sign ordinance and the regulation of searchlights and beacons; and

WHEREAS, the City Council conducted a public hearing to receive comments from the public concerning the proposed changes to the sign ordinance and the regulation of searchlights and beacons; now

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

Section 1. That Chapter 12.100 "Sign Regulations" is hereby amended in its entirety as shown on the attached Exhibit "A".

Section 2. That Section 12.611 "Supplementary Regulations Applicable to All Zoning Districts" is hereby amended to add the following:

Searchlights or beacons. Any apparatus capable of projecting a powerful beam or beams of light directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also any light with one or more beams that rotate or move. Does not include any kind of lighting device required or necessary under the safety regulations described by the Federal Aviation Agency or similar agencies and does not include commercially-produced laser light shows.

Time. A no-cost sign permit is required. The sign permit must be displayed in a conspicuous place visible from the street for the purpose of walk-up inspection. A sign permit shall not be issued until the city has issued a certificate of occupancy for the business that elects to display a searchlight or beacon. One searchlight or beacon can be placed for a thirty-day period three (3) times a year and with a minimum thirty-

day interval between placements. A single permit for a searchlight or beacon may be issued for only one 24-hour period at a time. A business can only display one searchlight or beacon at a time.

Place. A searchlight or beacon shall not be located in required parking spaces, or driveways that provide access to parking spaces or fire lanes, nor shall any searchlight or beacon or its securing devices encroach into a right-of-way. Searchlights and beacons are only permitted within a nonresidential zoning district.

Manner. Searchlights or beacons shall not be located within 200 feet of a residence and shall not shine into the eyes of occupants in any vehicle or into any residential window or where the illumination interferes with the readability of any traffic signal or device.

Section 3. 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 4. 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 5. 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 6. 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 23rd day of February, 2016.

PASSED AND APPROVED on second reading this the 8th day of March, 2016.

_____

Jimmy Sims, Mayor

ATTEST:

_____

Rhonda Haskins, City Secretary

APPROVED AS TO FORM:

_____

City Attorney

Exhibit “A”

ARTICLE 12.1000 - SIGN REGULATIONS

Sec. 12.1001 - Introduction

This section provides regulations for signs to achieve the following:

(1) Communication. To provide the opportunity for businesses to identify themselves or for a message to be presented.

(2) Public Welfare and Safety. To assure that:

(A) Signs do not dominate the landscape or buildings; and

(B) Signs do not create a nuisance to persons using the public rights-of-way; and

(C) Signs do not constitute a visual nuisance by their, size, location, or height; and

(D) Signs do not create a hazard due to collapse, fire, decay or abandonment; and

(E) Signs do not obstruct firefighting or police surveillance; and

(F) Signs do not create traffic hazards by confusing or distracting motorists, or their ability to read traffic signs or impair the driver's ability to see pedestrians, vehicles or obstacles.

Sec. 12.1002 - Definitions

The following definitions are applicable to the sign regulations only.

Awning. Means an overhanging shelter projecting from the exterior wall of a building

Building. Means a structure which has a roof supported by columns or walls for the shelter, support, or enclosure of persons, animals or chattel.

Building wall area. Means the area encompassed by the height and width of a building facade.

Facade. Means an exterior wall of a building.

Illumination, direct. Means a light source which is enclosed within the sign.

Illumination, indirect. Means a light source which is not enclosed within the sign.

Off-premise sign. Means a sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located.

On-premise sign. Means a sign advertising products, goods, accommodations, services or activities on the premises where the sign is located or a sign of a noncommercial nature placed on the premise by the owner or occupant.

Public property. Means all publicly owned property, including streets, rights-of-way, easements and everything affixed thereto.

Roof line. Means the uppermost line of the roof of a building not including towers, spires, domes, cupolas, architectural embellishments or extended facades.

Exhibit "A"

Sight Triangle. Means the area bounded by the street gutter lines at corner lots and a straight line joining said street lines at points, measured along said street lines, that are twenty (20) feet distant from the point of intersection.

Sign. Means a structure, display, painting, inflatable object or other item that is designed, intended or used to attract attention, advertise or inform about a business, person, organization, activity, event, place, service, or product.

Sign area. Means the area in square feet of the smallest rectangle enclosing the total exterior surface of a sign or of one face of a double faced sign.

Sign height. Means the vertical distance between the highest part of the sign including the sign structure, and the nearest point of the ground surface.

Sign structure. Means a structure which supports a sign.

Street frontage. Means the linear frontage of a building or property abutting a street, excluding alleys.

Zoning board. Means the Zoning Board of Adjustment of the City of Orange, Texas.

(Ordinance 2014-2, § I(Exh. A(1)), adopted 1/14/14)

Sec. 12.1003 - General Provisions

The following regulations shall apply to signs in all districts unless otherwise provided for elsewhere in this chapter:

(1) All signs shall be constructed and erected in accordance with the building and electrical codes of the City of Orange.

(2) Location.

(A) No sign shall be erected as to prevent free ingress or egress from any door, window, or fire escape; and no sign shall be attached to a standpipe or fire escape.

(B) No sign shall be erected at the intersection of any streets in such a manner as to obstruct free and clear vision or at any location where, by reason of position, it may interfere with or obstruct the view of traffic sight lines or traffic control devices. However, where allowed in the zoning district, a sign is permitted within the sight triangle provided that the pole(s) on which it is mounted does not exceed twelve (12) inches in diameter and providing that the lowest extremity of the sign is at least ten (10) feet above ground level.

(C) Any sign attached to the wall of a building and extending out more than fifteen (15) inches shall be deemed a projecting wall sign. Such signs shall not extend more than six (6) feet from the building wall; and shall be at least ten (10) feet above the finished grade. Projecting wall signs shall be allowed to extend over public property only in the "Old Town Center" Zoning District and shall in no event extend closer than three (3) feet from the front of the curb.

(D) All business and advertising signs must be attached to or located on private property unless otherwise allowed in this chapter. To provide reasonable flexibility in these regulations, the Zoning Board of Adjustments may approve an application for a business sign or advertising structure that may not conform with the provisions of the district in which it is located, where the location, size or addition would not be inconsistent with the character of the area or neighborhood in which such sign or structure is to be located

Exhibit "A"

(E) All on-premises signs shall be set back ten (10) feet. The ten (10) foot setback shall be measured from the property line to the nearest point of the sign. The following are exempt from these height and setback requirements:

(1) If the sign is less than three (3) feet high, it may be located at the property line but not in the right-of-way; or,

(2) If the lowest edge of the sign is located ten (10) feet or more above the ground, it may be located at the property line but not in the right-of-way and within the sight triangle if allowed by the zoning district.

(F) No sign may be located closer than ten (10) feet from overhead electrical conductors which are energized in excess of seven hundred and fifty volts (750).

(G) No sign or sign structure may be erected on any light pole, utility pole, fire hydrant, or other similar object or structure.

(H) No off-premises signs are allowed, with the exception of billboard signs, real estate signs, political signs, special events signs or exhibition signs.

(I) No sign may be located in, or project over public property except for special event signs with prior approval of the Director of Planning and Community Development and the Director of Public Works; or in the OTC zoning district.

(J) No sign shall be placed on any publicly owned structure without the expressed consent and design approval of the City Council. Such signs shall be exempt from these regulations; however, the council should attempt to keep the design of such signs within the intent of the sign regulations.

(3) Illumination. The illumination of any sign within fifty (50) feet of and facing a residential use lot line shall be diffused or indirect and designed to prevent direct rays of light from shining into adjoining residential lots. Neon signs and plastic face signs with internal lighting are considered diffused or indirectly lighted signs.

(4) Revolving Signs. No revolving device or sign of any kind is allowed.

(5) Sign Maintenance.

(A) All signs and, their support systems, shall be maintained in good repair and shall be maintained in a safe, clean, sanitary, and no offensive condition, and shall be kept free and clear of all obnoxious substances and rubbish.

(B) Whenever a sign becomes structurally unsafe or endangers the public safety, the Building Official shall give written notice to the owner of the sign or the owner of the premises on which the sign is located that such sign be made safe or removed within ten (10) days.

(C) When a sign poses an immediate danger the building official shall contact the owner of the property or in the case of a billboard or a leased portable sign the owner of the sign and request the sign be removed or repaired to the satisfaction of the Building Official within twenty-four hours (24) or the Building Official shall have the sign removed or repaired at the city's expense. The owner of the property or in the case of a billboard the owner of the billboard will be billed for all expenses incurred and will submit payment within ten (10) working days. If the owner fails to remit the expenses the Building Official shall have a lien filed upon the property equal to the amount of the costs incurred for removing or repairing the sign and also any expenses incurred in the collection or filing processes.

Exhibit "A"

(6) Conformance with Sign Regulations.

(A) It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, convert, demolish, equip, use or maintain any sign or sign structure in the city, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this article.

(B) Where a legal nonconforming sign exists at the effective date of adoption or amendment of this article that could not be erected under the terms of this article for reasons specified herein, such sign may be continued so long as it remains otherwise lawful, subject to the following provisions:

(i) No sign may be enlarged or altered in any way which increases its nonconformity.

(ii) Should the sign be destroyed by any means to an extent of more than fifty percent (50%) of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this article.

(iii) Should the sign be moved for any reason for any distance whatever, it shall thereafter conform to the regulations after it is moved.

An illegal sign which exists at the effective date of adoption or amendment of this article shall be removed.

Sec. 12.1004 - Administration

The Director of Planning and Community Development has the responsibility for administering the sign regulations for proposed signs not specifically identified herein. The Director has the authority to utilize the regulations for the most closely associated sign identified in this section.

(1) Sign Permits. A sign permit must be obtained from the Department of Planning and Community Development prior to installation of a new sign, with the exception of a directional sign, real estate sign, occupant identification sign, or window sign, which complies with these regulations.

(2) Sign Permit Fees. A sign permit fee of ten dollars ($10.00) shall be paid to the City of Orange for each sign to be erected before a sign permit is issued with the exception of Construction Signs, Promotional Signs, Special Events Signs and Exhibition Signs.

(3) An inspection shall be conducted by the building official or his designee on all sign installations to assure the foundation, sign structure, and electrical service are placed as to code.

(4) All permits shall expire one hundred eighty (180) days after date issued. If said sign is not erected within this time a new permit (including applicable fee) shall be secured.

(5) Any person, firm, or corporation violating any of the provisions of this article shall be guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not more than $200.00 with each day the violation occurs being a separate offense.

Sec. 12.1005 - Number and Location Regulations

(a) Number of Signs Allowed.

Exhibit "A"

(1) No more than one pole sign or one monument sign per store

(2) No more than one master sign per location

(3) No more than one awning sign per occupant

(4) No more than one projecting wall sign or allowed wall signs per street frontage per occupant.

(4) One (1) under awning sign per building occupant (only allowed with awning sign).

(5) One (1) Promotional Sign per building occupant.

(b) Exempt Signs. The following signs are exempt from the requirements of the sign regulations:

(1) A memorial or historic landmark sign;

(2) A sign from a governmental agency used to carry out its responsibility to notify or inform the public, or protect the health, safety, or welfare of the public;

(3) Residential address or occupant sign;

(4) A city, county, state or national flag;

(5) A sign which directs people to a publicly owned facility;

(6) An official state inspection sign identifying inspection service carried out;

(7) A sign attached to a publicly owned structure

Sec. 12.1005.a. - Historic Overlay Zoning Districts

Within a historic overlay district: Signs within a historic overlay district shall comply with all sign regulations and the following additional requirement:

(1) Pole-mounted or monument signs shall not exceed thirty-two (32) square feet in area

(Ordinance 2001-10, § I, adopted 3/13/01)

Sec. 12.1006 - Types of Signs Allowed and Specific Sign Regulations

(a) Awning Sign: A sign that is part of an awning, canopy or marquee. Allowed in commercial and industrial zoning districts.

(1) An awning sign shall not extend outside the line of the awning.

(2) An awning sign may be located on the front or side of an awning.

(3) An awning sign for any business shall not exceed one (1) square foot per linear foot of store frontage.

(4) An awning sign may be placed in conjunction with either a projecting wall sign or a wall sign but not both. The square footage requirements for each type of sign shall comply with this ordinance, however the total of the awning sign and the projecting wall sign or wall sign shall in no instance exceed thirty (30) percent of the facade surface.

(b) Under Awning Sign: A sign attached to the underside of an awning, canopy or marquee. Allowed in commercial and industrial zoning districts.

(1) Shall not exceed four (4) square feet.

Exhibit "A"

(2) Under awning signs shall have a clearance of seven and one-half feet (7½) feet between the ground and the bottom of the sign.

(c) Billboard: A sign which serves to provide a message or advertise a business that is located on property other than where the sign is placed.

(1) Billboards are allowed in three commercial zoning districts, "IDC", "C-2" and "I" and shall only be placed on property fronting state highways within these districts, less and except the following:

(A) MacArthur Drive from Adams Bayou to 16th Street.

(B) Green Avenue from 16th Street to Simmons Drive.

(C) 16th Street from Main Avenue to IH-10.

(2) Size of billboards.

(A) Static and digital billboards fronting IH-10 shall not exceed six hundred seventy-two (672) square feet.

(B) Digital billboards shall not exceed two hundred sixty (260) square feet in any other allowed location.

(C) Static billboards shall not exceed four hundred fifty (450) square feet in any other allowed location.

(3) Reserved.

(4) All billboard signs meet the requirements of the State of Texas as set out in the Texas Highway Beautification Act, Texas Transportation Code, Chapter 391 and implementing regulations published in Title 43 Texas Administrative Code Chapter 21, except as specifically modified and set out in this section.

(5) All legally existing billboards outside the "IDC", "C-2" or "I" Districts shall be considered nonconforming structures and shall not be enlarged or altered except to conform to the provisions of this section. Nothing contained herein shall be construed to prevent normal maintenance and repairs, repainting, or posting of such signs. Reasonable repair and maintenance shall be conduction on such signs.

(6) Digital Billboards are allowed in the city limits and shall meet the same location, size and building requirements as all other billboards as stated in this section and shall also meet the following:

(A) The image or message shall be static or fixed and lasting no less than ten (10) seconds. Each screen message is to contain a single advertisement;

(B) The image or message shall change to another image or message in a period of two (2) seconds or less;

(C) The image or message shall not be animated, flashing, scrolling or contain video imagery;

(D) The image or message shall adjust its brightness as ambient light levels change so as not to be visually distracting; and

(E) The digital billboard shall contain a default design that will freeze the sign's image or message if a malfunction occurs.

(7) No billboard can be placed on a building or any other structure not specifically designed for the placement of a billboard as determined by the director.

Exhibit “A”

(d) Construction Sign. A sign erected in connection with project identifying the building or structure, owners, architects, building contractor, subcontractors and other persons or firms affiliated with the project. Allowed in all zoning districts. No permit is required.

(1) Shall not be erected for longer than thirty (30) days prior to the beginning of the project, nor thirty (30) days following the completion of the project.

(2) Shall not exceed fifty (50) square feet in area.

(3) Shall not exceed twelve (12) feet in height.

(e) Directional Sign: An on-premises sign designed to guide or direct pedestrians or vehicles.

(1) Shall not exceed six (6) square feet in area.

(2) Shall not exceed three (3) feet in height.

(f) Electronic Reader Board: A sign which displays a continuous digital message. For permitting, the square footage of an electronic reader board, with the signage on which it is located such as a pole mounted, wall, master sign, etc. Allowed in Commercial and Industrial Zoning Districts.

(g) Flashing Sign: A sign which contains or is illuminated by lights which are intermittently cut on or off, change in intensity or otherwise create the illusion of flashing or movement.

Flashing signs are not permitted.

(h) Master Sign: A sign which identifies the name and/or occupants, or both, of a shopping center, industrial park, office building or other building having three (3) or more tenants. Allowed in commercial and industrial zoning districts.

(1) One (1) master sign shall be allowed for each location. The master sign shall be used only for the purpose of identifying the name of the building and the name(s) of the individual business establishment(s) located therein.

(2) No master sign shall be located closer than fifty (50) feet to any adjacent residential property.

(3) The maximum height of any master sign shall be fifty (50) feet except in the "IDC" Interstate Development Corridor Zoning District which shall not exceed one hundred (100) feet.

(4) The maximum sign area of a master sign is six hundred (600) square feet.

(5) A master sign is allowed only where a monument sign or a pole sign is not erected.

(i) Monument Sign: A sign having its base on the ground. Monument signs are supported primarily by an internal structural framework or integrated into landscaping or other solid structural features except support poles.

(1) Shall not exceed one hundred (100) square feet.

(j) Occupant Identification Sign: A sign located on a building identifying the name of the occupant of the premises or the occupation, address, floor number or suite number of the occupant. Allowed in all zoning districts. No permit required.

(1) An occupant identification sign shall not exceed two (2) square feet in area or project more than six (6) inches beyond the face of the building.

(2) An occupant identification sign shall not be illuminated.

Exhibit "A"

(k) Pole Sign: A sign mounted on a freestanding pole permanently attached to the ground which identifies a single business, message, or activity. Allowed in commercial and industrial zoning districts.

(1) A pole sign shall not exceed one hundred fifty (150) square feet in area

(2) A pole sign shall not exceed twenty four (24) feet in height.

(3) A pole sign is not allowed where a master sign is erected.

(4) Businesses located within a shopping center, mall, office building or any other group arrangement:

(A) Shall be required to have a master sign if such building has five (5) or more tenant spaces;

(B) Shall be permitted a pole sign or monument sign for each tenant space in all such buildings existing at the date of adoption of this article;

(C) Shall replace all existing pole or monument signs with a master sign if an existing said building is altered by more than fifty (50) percent of its value within a one year period.

(5) Any single business having in excess of two hundred (200) feet of frontage on any one street may install a second pole sign. Such sign shall conform to all requirements within this article.

(l) Political Sign: A sign urging the election or defeat of any candidate seeking a political office, or urging the passage or defeat of a ballot measure. Allowed in all zoning districts.

(1) One no-cost sign permit shall be issued to cover all political signs erected by a candidate or person sponsoring a particular issue. The permit will reflect the name of the local individual responsible for placing the signs for the term of the political campaign.

(2) It shall be unlawful for any person to post a political sign on or over any public property in the City of Orange. Any political sign removed from public property by city personnel shall be disposed of immediately.

(3) No political sign shall be illuminated, directly or indirectly, except for a billboard sign.

(4) No political sign shall be larger than fifty (50) square feet in effective sign area, except for billboard signs.

(5) Freestanding political signs shall not exceed a maximum height of ten (10) feet. In addition, no freestanding political sign shall be located in any sight triangle.

(6) All political signs shall be removed within ten (10) days after the election.

(m) Portable Sign: A sign that is not permanently affixed to a structure or the ground. This includes all signs having a changeable copy panel board mounted on a metal or wood frame with wheels or legs allowing it to be moved from site to site, A-frame signs, or other portable signs. This does not include real estate signs, Promotional signs, Special Event signs, Exhibition signs, or Construction signs. Portable Signs will not be allowed for use in any zoning district under any circumstance. All existing portable signs legally placed at the time of passage of the ordinance from which this subsection is derived shall be designated as non-conforming uses. As nonconforming portable signs are removed by the property owner or fall into disrepair, they cannot be replaced.

(n) Projecting Wall Sign: A sign which projects perpendicular from the wall of a building. Allowed in commercial and industrial zoning district.

Exhibit "A"

(1) A projecting wall sign shall not rise above the top of the parapet, eaves, or building facade of the building on which it is located.

(2) A projecting wall sign shall not project more than six (6) feet from the building wall.

(3) A projecting wall sign shall not exceed eighteen (18) square feet in area.

(4) A projecting wall sign shall not have visible guy wires, rods, chains or ropes for support.

(o) Real Estate Sign: A sign which advertises the sale, trade, lease or rental of a residence, lot, land, group of lots, group of residences or open house. No permit is required by the city.

(1) A real estate sign that is less than five (5) square feet in area in single-family residential districts or thirty-two (32) square feet in multifamily residential or commercial districts is exempt from the sign regulations.

(2) A real estate sign located within an "IDC" district shall meet the regulations as set forth by the State of Texas in the State Department of Highways and Transportation's Control of Outdoor Advertising Signs.

(p) Roof Sign: A sign which is erected on or extends above the roof line of a building.

(1) Roof signs are not permitted, except as Promotional Signs and subject to the regulations for Promotional Signs.

(q) Promotional Sign: A sign which is used for a temporary period of time by a business to advertise or promote a business activity and is not permanently affixed to a structure or the ground. Promotional signs include but are not limited to: blade signs, banners, balloons, feather flags, inflatables, air dancers, inflatable tubes, and pennants,

(1) A Promotional sign shall not exceed fifty (50) square feet in sign area.

(2) No business shall install more than one (1) Promotional sign at a time

(3) A Promotional sign can only be placed for a thirty-day period three (3) times a year and with a minimum thirty-day interval between placements and may not be placed in the sight triangle.

(4) A no cost permit is required.

(r) Special Event Sign. A sign advertising or announcing a communitywide event or activity conducted by, or sponsored by, on or behalf of a unit of local government, an agency of the State of Texas, an accredited educational institution, a charitable organization or a not-for-profit organization and is open to the public. A communitywide event or activity is one that typically lasts less than one week, occurs not more than twice in any 12-month period and seeks to attract attendees, participants, vendors or sponsors.

(1) A Special Event Sign shall not be displayed for more than 45 days and shall be removed within five (5) days following the event unless displayed on a billboard.

(2) A Special Event Sign shall not exceed fifty (50) square feet in sign area unless displayed on a billboard.

(3) A no cost permit is required.

(4) A Special Event Sign may be located off-premises but not in a public right-of-way.

Exhibit "A"

(s) Exhibition Sign. A sign advertising an exhibition, event or performance of a historic, cultural, or artistic nature and conducted by, or sponsored by, on or behalf of a unit of local government, a museum, an accredited educational institution, an agency of the State of Texas, a charitable institution or a not-for-profit organization and the exhibition or performance is open to the public. A museum is a facility that: has a gross floor area greater than 2000 square feet; is used for educational or preservation purposes; owns or utilizes tangible inanimate objects of historical or cultural significance; is organized for the care of those objects and exhibits them to the public on a regular schedule; interprets the cultural heritage or history of the city, the state or the nation, natural history, the history of science, technology or business; exhibits sculptures, paintings, pottery ceramics or other objects depicting art; and devotes less than fifteen percent (15%) of the floor area of the primary building for retail, restaurant or other commercial purposes, excluding any parking facilities.

(1) An exhibition sign shall be removed within five (5) days after the exhibit or performance has closed;

(2) An exhibition sign shall not be larger than thirty percent (30%) of the facade, fence or other structure on which it is placed.

(3) A no cost permit is required.

(4) An exhibition sign may be located off-premises but not in a public right-of-way.

(t) Wall/Facade Sign: A sign which is affixed to an exterior wall of a building, including individual letters, box-signs, or signs painted directly on a wall. Allowed in commercial and industrial zoning districts.

(1) Shall not cover more than thirty (30) percent of the facade on which the sign is located. In the case of a painted sign, the sign shall be measured by the square area of the smallest rectangle that encompasses the lettering and any other logo or design included in the sign. Multiple signs may be used but shall not cover more than the thirty (30) percent allowed.

(2) Shall not project more than eighteen (18) inches from the building wall.

(3) A wall sign may be placed on a structure which extends above the roof line of the building if it is architecturally integrated into the building design as determined by the building official. The area of said structure shall not be used when calculating the amount of square footage allowed for wall signs.

(u) Window Sign. A sign that is applied to or attached to the exterior or interior of a window or located in such a manner within a building that it is visible from the exterior of the building through a window, but excludes merchandise in a window display.

(1) Window Signs advertising or directing attention to a commercial activity shall not cover more than thirty (30) percent of the window square footage. Multiple signs may be used but shall not cover more than the thirty (30) percent of the window square footage. No combination of window signs and wall signs shall exceed thirty (30) percent of the total façade.

Sec. 12.1007 - Interstate Development Corridor (IDC) Sign Regulations

(a) On-Premises Signs.

(1) Lots with Highway Interstate 10 Frontage.

(A) A pole sign in the IDC zone shall not exceed one (1) square foot of sign area for every one (1) foot of frontage along Interstate 10, not to exceed four hundred (400) square feet.

Exhibit “A”

(B) A pole sign in the IDC zone shall not exceed one (1) foot of sign height for every one (1) foot of frontage along Interstate 10, not to exceed one hundred (100) feet in height.

(C) A pole mounted or master sign in the IDC zone shall have a minimum distance of thirty (30) feet from a side lot line.

(2) Lots fronting other streets.

(A) All on-premises signs on lots within the "IDC" District fronting any street other than Interstate 10 shall comply with all regulations pertaining to on-premises signs stated herein.

A RESOLUTION AWARDING A CONTRACT TO H-GAC IN THE AMOUNT NOT TO EXCEED $425,000.00 FOR THE PURCHASE OF ONE 2016 2000 GPM PUMPER ON A FERRARA CHASSIS FOR THE ORANGE FIRE DEPARTMENT.

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

That a contract be awarded to Houston-Galveston Area Council (H-GAC) in an amount not to exceed FOUR HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($425,000.00) for the purchase of one 2016 2000 gpm pumper on a Ferrara chassis for the Orange Fire Department.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute said contract with the Houston-Galveston Area Council.

PASSED, APPROVED and ADOPTED ON THIS 8TH DAY OF March, 2016.

_____
Jimmy Sims, Mayor

ATTEST:

_____
Rhonda Haskins, City Secretary

APPROVED:

_____
City Attorney

LICENSE AGREEMENT, INDEMNITY AND RELEASE

This License Agreement, Indemnity and Release is made by and between the Nelda C. and H.J. Lutcher Stark Foundation ("Foundation") and the Orange Convention and Visitors Bureau ("Licensee", whether one or more) for use by Licensee of that certain property commonly known as Stark Park as well as certain property adjacent to Stark Park, as such property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

The Licensee desires to exercise certain rights and privileges upon the Property on April 9, 2016 in connection with an event commonly known as "Art in the Park" (the "Event"), which involves the display, exhibiting and/or sale of various objects of art and related items as well as spaces for artists, vendors and other participants related to the Event. The Foundation is willing to permit the Licensee and its invitees, sublicensees, agents, employees and contractors (collectively "Licensee Parties") to use the Property as needed by the Licensee for the Event, as set forth below, and for no other purpose. The Foundation and the Licensee agree as follows:

1. License to Use Property. The Foundation grants unto the Licensee and Licensee Parties the nonexclusive right to use the Property that is particularly described on Exhibit "A" attached hereto and incorporated herein by reference in connection with the Event as described above, including the assembly and disassembly of booths, displays and other apparatus relating to the Event as may be erected, displayed and operated by the Licensee and/or any Licensee Parties, and for no other purpose. Notwithstanding anything to the contrary herein, Licensee must permit booth space for the Event to any and all of the Foundation's venues (being the Stark Cultural Venues, including Shangri La Botanical Gardens and Nature Center, the Stark Museum of Art, The W.H. Stark House, and the Lutcher Theater) that may elect to participate in the Event at no cost or other obligation to the venue(s).

2. License Fee. In consideration of the license granted, the Licensee will pay to the Foundation the sum of One and No/100 Dollars ($1.00), which is due on the execution of this Agreement.

3. Extent of License. Any Licensee Parties may use the Property for the Event described above, including the placement of temporary seating, audio equipment, decorations and other items pertinent to and relating to the Event, except as otherwise provided below, so long as such equipment and other items can be placed, moved, operated and/or removed without causing permanent damage to the Property or otherwise affecting the condition of the Property as it existed at the commencement of the License. Specifically, any decorations, equipment or other items furnished by any Licensee Parties, whether relating to the Event or otherwise, must not damage or otherwise affect either the natural elements of the Property or any other attributes or improvements of the Property.

Any items of artistic expression or elements that are not degradable or easily removed from the Property are not permitted for use on the Property under this License. Under no circumstances during the term of this license may any of the Licensee Parties use or caused to be used as part of the permitted purpose for use of the Property herein any hazardous or toxic substances or materials. All items relating to the Event must be removed from the Property immediately following the conclusion of the Event, or upon any other termination or expiration of the License, and the Property promptly returned to the condition in which it existed prior to the Event.

Licensee Parties will be responsible for the set up of all components that Licensee may deem necessary for the commencement and completion of the Event. The Foundation will not furnish any assistance or otherwise undertake any effort to ensure the occurrence of the Event on the Property. The Foundation does not warrant that Property will be fit for the purpose for which its venue is sought. The Licensee is responsible for identifying and obtaining any use permits and licenses that may be required

for the Event under applicable state and local laws and regulations. All aspects and components of the Event must comply with Texas law and local municipal ordinances.

In consideration for the use of the Property hereunder, Licensee agrees that all exhibits, objects, signage, materials, and other items that may be displayed, promoted, exhibited or sold, as well as any spaces that may be occupied or booths that may be erected for purposes of providing information, communication, goods, services, and other presentations must be in good taste and in keeping with the purpose of the Event and with traditional elements of general artistic themes. **The Foundation reserves the unilateral right to reject or remove and/or remove or modify any vendor, booth, exhibit, object, item, signage, materials, information, promotion, display, communication or other presentation that fails to meet the foregoing standards or that is otherwise unacceptable or inappropriate for the Event and/or for the Property, including but not limited to any participant, vendor, exhibitor, artist, merchant, dealer or other trader, or any other presenter or promoter, as the Foundation may determine in its sole discretion.**

In furtherance of the right to reject, remove or modify that is reserved to the Foundation hereunder, Licensee must provide the Foundation with a list of applicants seeking booth space at the Event, including but not limited to prospective exhibitors, vendors and other presenters or promoters, which list must be provided by Licensee to Foundation for review and approval prior to Licensee's acceptance of Event participants. The provision of the prospective vendor list and the timing for such review by the Foundation will be mutually agreed by and between the Foundation and Licensee but must, in no event, be provided to the Foundation no later than ten (10) days prior to the Event.

4. Nonassignable. This license is personal to Licensee. It is not assignable, and any attempt to assign this license will terminate the license.

5. Term of License. The License to use the Property for the Event will commence at 6:00 a.m. on Saturday, April 9, 2016 (the "Event Date") and continue until 6:00 p.m. on Saturday, April 9, 2016, at which date and time this License will expire. In this regard, the Foundation and Licensee acknowledge and agree that the Event will officially begin at 9:00 a.m. and end at 3:00 pm on the Event Date, at which time booths will be closed, and dismantling, tear down, cleanup, etc., will begin.

6. Disclaimer of Liability and Release. The Licensee accepts the Property described herein AS-IS, WHERE IS, and in its current condition. The Licensee acknowledges that it has had an opportunity to inspect the Property prior to the date of this Agreement and that it has found the Property to be fully acceptable for the permitted purpose by it of the Property, being the Event as described above. Under no circumstances will the Foundation be liable to Licensee or to any of the Licensee Parties for any liabilities arising out of, or alleged to have arisen out of, any injury to, disease of, or death of any person due to the presence on or about the Property of any Licensee Parties, or any property of any of the Licensee Parties, and Licensee hereby releases the Foundation and its officers, directors, agents, representatives and employees from any and all such liabilities. Licensee also acknowledges for itself and for Licensee Parties that the Foundation is not and will not be responsible for any security of people or property that may be located on or about the Property with regard to the Event, including but not limited to vehicles, and that, instead, each person associated with, participating in or otherwise in attendance at the Event assumes all risks associated with the use of the Property in conjunction with the Event.

7. INDEMNIFICATION: To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance provided by Licensee in accordance with Section 8 below, Licensee will indemnify and hold harmless Foundation and its officers, directors, agents, representatives and employees (collectively "Released Parties") from and against (a) any and all damages, costs, losses or expenses for the repair,

replacement or restoration of the Property and any of the Foundation's equipment, materials, structures and facilities on the Property that are damaged, destroyed or found to be defective as a result of the negligent acts or omissions of Licensee or any Licensee Parties; and (b) any and all claims, demands, causes of action, liabilities, suits, liens, damages, losses, costs and expenses (including reasonable attorneys' fees for investigating and defending claims and demands) (collectively "Liabilities") that may be asserted against any of the Released Parties for (1) any injury to, illness/disease of, or death of any person (including but not limited to invitees, licensees and trespassers) or (2) any damage to or loss of the property of any person (including but not limited to the Licensee, its contractors, subcontractors, concessionaires, vendors, agents, representatives or employees), received or sustained by any person or property arising out of, or alleged to have arisen out of (i) the presence on or use of the Property by any Licensee Parties, or presence on or use of any property of any Licensee Parties, whether for the permitted purpose stated herein or as a result of any negligent act or omission of the Licensee, Licensee Parties, or trespassers in or about the Property; (ii) any condition or fault that now exists on the Property, including any disrepair, damage, defect or improper construction of any part of the appurtenances thereon; or (iii) as a result of a violation of any provision of this Agreement or addenda, no matter how or to whom such loss may occur and regardless of whether or not such claim, damage, loss or expense is caused or contributed to by a Released Party hereunder.

If any of the Released Parties is faced with a legal claim by a third party arising out of actual or alleged negligence, gross negligence, willful misconduct, violation of applicable laws (including but not limited to immigration laws, rules, regulations or policies) of Licensee or Licensee Parties, or a breach of any provision of this Agreement, then Licensee will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine, penalty, damage, cost or other amount that may be imposed on the Released Parties as a result of the claim. The obligations of Licensee under this section include claims arising out of the acts of omissions of any of Licensee Parties, including any person to whom Licensee has given access to the Event or the Property, and any person who may gain access to the Event or Property as a result of Licensee's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Licensee. In the event of a claim against any of the Released Parties, qualified legal counsel will be provided by Licensee or Licensee's insurer, the Texas Municipal League Insurance Pool. The Foundation and the Released Parties will cooperate with the attorney's reasonable requests for assistance and cooperation in the defense of any claim. The Licensee or the Texas Municipal League Insurance Pool will have full authority to settle or pay the claim, subject to the mutual agreement and consent of the Foundation, which consent will not be unreasonably withheld. All pre litigation and litigation expenses associated with any claim against Released Parties, including any settlement or judgment amount, will be paid by the Licensee or its insurer.

8. Insurance. Licensee must at all times during the effective period of this License maintain in effect comprehensive commercial general liability insurance in an amount of not less than One Million and No/100 Dollars ($1,000,000) per occurrence for personal injury claims and in an amount of not less than One Million and No/100 Dollars ($1,000,000) per occurrence for property damage claims. Such insurance coverage must be and remain in force throughout the term of this Agreement. This insurance is to be carried by one or more insurance companies authorized or admitted to transact business in Texas.

Before the commencement of the effective period of this License Agreement, Licensee must name the Foundation as an additional insured on such policy or policies for any liability for property damage or personal injury arising from the Licensee's use of the Property, including but not limited to the indemnifications to be provided by Licensee under Section 7 above, and the Licensee must present to the Foundation a true and correct copy of the Certificate of Insurance evidencing such coverage and evidencing the inclusion of the Foundation as an additional insured.

Further, the Licensee must waive and will require its insurers to waive all rights of subrogation and recovery against the Foundation as Additional Insured, whether sounding in contract, tort (including negligence and strict liability) or otherwise, unless such damages are due solely to the gross negligence or willful misconduct of the Foundation, or acts or omissions of the Foundation triggering strict liability. Such waiver of subrogation status must be extended by an appropriate endorsement to the Licensee's insurance policy, must be evidenced by a corresponding statement on a certificate of insurance signed by a duly-authorized officer or agent, and must apply to the Foundation as Additional Insured for any and all claims and legal proceedings of any kind arising out of the Licensee's use of the Properties for the Event.

9. Termination of License. The Foundation may terminate the license granted to the Licensee hereunder at any time by giving Licensee written notice of termination. The Licensee may terminate its rights under this license at any time by giving the Foundation notice of its intention to abandon use of the Property for the Event. Upon termination of the license granted hereunder, whether on or before the expiration of this License by its term under Paragraph 5 hereinabove, the Licensee will remove any equipment, decorations and other items relating to the Event from the Property, all without causing damage to any part of the Property. Upon removal of any such equipment, decorations and items, Licensee will restore at its expense any portion of the Property to its condition as it existed as of the date of this Agreement.

10. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas. Any action maintained to construe this Agreement or enforce the rights of a party hereunder shall be brought in the District Courts of Orange County, Texas.

11. Prohibition of Open Carry of Handguns. Pursuant to Texas Penal Code 30.07, Licensor has erected signage on or about the Property that notifies all visitors to the Property of the prohibition of the open carry of handguns at the Property. Such signage will remain in place at all times and is and will be applicable to the Event, such that the Open Carry of handguns will not be permitted at the Event, with the exception of uniformed police officers and other members of law enforcement who are in the course of their duties as law enforcement officers.

11. Complete Agreement; Binding Effect. This Agreement is the complete agreement between Foundation and Licensee with respect to the License granted hereunder for the Event. This Agreement may only be modified or amended by a written agreement executed by both the Foundation and Licensee.

This Agreement will be binding upon the Foundation and the Licensee, their respective successors and assigns, and any contractor, subcontractor, agent, representative, invitee, sublicensee or employee of the Licensee, except that the Licensee may not assign or otherwise transfer any of its rights or duties under this Agreement without the prior consent of the Foundation.

Executed on this 15th day of February, 2016.

LICENSOR:

NELDA C. AND H.J. LUTCHER
STARK FOUNDATION

By: _____
Walter G. Riedel III, President and CEO

LICENSEE:

ORANGE CONVENTION AND VISITORS BUREAU

By: _____
Shawn Oubre, City Manager
City of Orange, Texas

STATE OF TEXAS
COUNTY OF ORANGE

This instrument was acknowledged before me by Walter G. Riedel III, as President and CEO of the Nelda C. and H.J. Lutcher Stark Foundation, a Texas nonprofit corporation, on the 15th day of February, 2016.

PHYLLIS L. WOODFORD
Notary Public
STATE OF TEXAS
ID#547612-0
My Comm. Exp. Nov. 5, 2019

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF ORANGE

This instrument was acknowledged before me by Shawn Oubre, as City Manager of the City of Orange, Texas, a home-rule municipality, for and on behalf of the Orange Convention and Visitors Bureau, on the ____ day of _____, 2016.

_____
NOTARY PUBLIC, STATE OF TEXAS

✓ Foundation
____ Licensee

EXHIBIT "A"

The property for which a license is granted to the City of Orange, Texas under that certain License Agreement for the Art in the Park 2016 Event is more particularly described as follows:

> Being that certain property located at 711 Green Ave. in the City of Orange, Texas, which property is more commonly known as Stark Park (the "Stark Park block"), as well as that certain adjacent property commonly known as 805 Main (also 806 Front) which constitutes the unimproved green space and adjacent open parking area on and about the block directly to the south of City Hall and bordered by Main, 7th, Front and 8th (excepting the improvement and fenced area on that block) (the "Main St. Property") and, also, the area outside of the front lobby of the Lutcher Theater that is immediately adjacent to center of the circular drive in front of the Theater building (the "exterior Theater area").
>
> The exterior Theater area includes the circular drive in front of the Theater building, as well as the hardscape, covered area between the center of the circular driver and the front doors to the Theater lobby. This area also necessarily includes the sidewalks and landscaped areas in the immediate vicinity which are adjacent to this particular area (although pedestrian and/or vehicular traffic on any grassy or landscaped areas around the Theater building should not be allowed by Licensee). The parties agree that the term "exterior Theater area" will also include use of the Lutcher Theater parking lot in connection with the Event.
>
> The Stark Park block, the Main St. Property, and the exterior Theater area are collectively referred to in the License Agreement, Indemnity and Release to which this Exhibit "A" is attached as "the Property" for purposes of this License.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT, INDEMNITY AND RELEASE WITH THE NELDA C. AND H. J. LUTCHER STARK FOUNDATION FOR THE USE OF STARK PARK FOR THE 14TH ANNUAL ART IN THE PARK, APRIL 9, 2016.

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

That the City Manager of the City of Orange, Texas is hereby authorized to enter into a license agreement, indemnity and release with the Nelda C. and H. J. Lutcher Stark Foundation for the use of Stark Park for the 14th Annual Art in the Park, April 9, 2016.

PASSED, **APPROVED** and **ADOPTED** on this the 8th day of March 2016.

_____
Jimmy Sims, Mayor

ATTEST:

_____
Rhonda Haskins, City Secretary

APPROVED:

_____
City Attorney

ORANGE FIRE DEPARTMENT

MEMORANDUM

February 22, 2016

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

From: **Deputy Chief Lee Anne Brown**

Re: **ARCADIS contract extension**

The current contract with ARCADIS, the company contracted to monitor our debris management following a disaster, is about ready to expire. As per the current contract, the City has the right to request the first of three one year contract extensions. Attached is a motion to extend this contract for an additional year along with an extension agreement signed by ARCADIS. If you have any questions please do not hesitate to contact me.

ORANGE FIRE DEPARTMENT

David Frenzel
Fire Chief

Lee Anne Brown
Deputy Chief

John Bilbo
Fire Marshal

Lee Anne Brown
Deputy Chief/EMC
City of Orange, Texas
501 N. 7th Street
Orange Texas, 77630

Re: Affirmation letter for contract food catering services

This letter affirms our contractual agreement to provide disaster food service to the City of Orange for 2016 is valid. The pricing submitted for the request for proposal dated May 4, 2009, which was opened at 2:00PM titled Disaster Catering Services, is still valid. Signed and renewed this 17th day of February 2016.

Sincerely,

David Christian Claybar

501 N. Seventh Street • Orange, Texas 77630 • (409) 883–1050 • Fax: (409) 883–1912

This is a contract **Agreement** effective as of Oct. 9, 2012 between City of Orange Texas [Client], having its principal office at 803 W. Green Ave. Orange, TX 77630 and *Arcadis U.S., Inc.* [**ARCADIS**], a corporation chartered under the laws of the State of Texas, having its principal place of business at 630 Plaza Drive, Highlands Ranch, CO, 80129 and an office at 194 Seven Farms Drive, Suite F, Charleston, SC 29492.

The Client requires the services of a qualified firm to perform certain professional services for the Client's projects at various locations [**Site**] within the City limits.

The Client intends to engage ARCADIS to perform certain professional services related to Disaster Debris Management and Financial Recovery Services [**Assignment**] and ARCADIS has the expertise and has a thorough knowledge of such services.

The Assignment will have the following characteristics: On an as-needed basis, the Client will issue Task Orders to ARCADIS describing the work required under this Agreement. In response, ARCADIS will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both parties.

In consideration of the mutual promises herein, ARCADIS and the Client agree that the terms and conditions of this Agreement are the following:

1. BASIC SERVICES

Scope. ARCADIS shall provide the Basic Services as described in individual Task Orders authorized in writing by the Client. A sample Task Order form is provided in Schedule A. The Task Order format may be modified from time to time. ARCADIS's obligations under this Agreement are solely for the benefit of the Client and no other party is intended to benefit or have rights hereunder.

1.1. **Standard of Care.** ARCADIS shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided [**Standard of Care**]. These services will be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate.

1.2. **Instruments of Service.** ARCADIS is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports [collectively called **Service Instruments**] and other services provided under this Agreement.

1.3. **End-Users Software License.** RESERVED

1.4. **Applicable Codes.** The Service Instruments will conform to the generally accepted codes and regulations applicable to the Project at the time of performance.

1.5. **Subcontractors.** Any subcontractors and outside associates or consultants to be engaged by ARCADIS under this Agreement are limited to those identified in executed Task Orders or as the Client specifically approves during the performance of a Task Order.

1.6. **Title to Hazardous Materials.** The Client and ARCADIS agree that title to all types of hazardous or toxic wastes, materials, or substances originating at or removed from the Site will remain in and with the City.

1.7. **Transportation or Disposal of Hazardous Materials.** The Client further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, ARCADIS is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around Client's premises. In this regard, the Client and ARCADIS agree as follows:

1.7.1. ARCADIS may assist the Client in obtaining the services of licensed hazardous materials contractors for the transportation and disposal of all hazardous or toxic wastes, materials or substances. ARCADIS shall not contract directly for these services.

1.7.2. It is understood by both the Client and ARCADIS that the Client will provide all required hazardous or toxic wastes, materials or substance generator numbers, signed manifests, storage and treatment permits, and any

permits or licenses required by local, state, or federal laws or regulations for the generation, transportation, storage, treatment and/or disposal of any hazardous or toxic wastes, materials or substances.

2. ADDITIONAL SERVICES

2.1. **Scope.** ARCADIS will provide the **Additional Services** when authorized by the Client in writing in a Task Order or amendment to a Task Order.

3. THE CLIENT's RESPONSIBILITIES

Unless stated otherwise in Section 8 or in individual Task Orders, the Client shall do the following in a timely manner:

3.1. **The Client's Representative.** Designate a representative having authority to give instructions, receive information, define the Client's policies, and make decisions with respect to individual Task Orders. The Client's authorized representative is the City Manager or Emergency Management Coordinator.

3.2. **Project Criteria.** Provide criteria and information as to the Client's requirements for a Task Order, including design objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known to the Client.

3.3. **Data.** Provide all available information, including previous reports and any other data in the possession of the Client relevant to a Task order.

3.4. **Access.** Arrange for ARCADIS to enter upon public and private property as necessary.

3.5. **Review.** Respond to ARCADIS's request for decisions or determinations.

3.6. **Meetings.** Hold or arrange to hold meetings required to assist in the work required by a Task Order.

3.7. **Project Developments.** Give prompt written notice to ARCADIS whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of ARCADIS's services.

4. PERIODS OF SERVICE

4.1. **Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of Task Orders through completion of each Task Order's scope of work.

4.2. **Start of Performance.** ARCADIS will start the Services described in each Task Order upon authorization by the Client. If the Client gives authorization before signing a Task Order, ARCADIS shall be paid as if the services had been performed after both parties signed the Task Order. Task orders will only be valid if signed by the Client's authorized representative.

4.3. **Force Majeure.** If a force, event, or circumstance beyond ARCADIS's control interrupts or delays ARCADIS's performance, the time of performance shall be equitably adjusted.

4.4. **Term.** This Agreement shall be in effect for 3 years from date of execution, with an option for 3 one year renewals.

5. COMPENSATION

5.1. **ARCADIS Services.** For each Task Order issued pursuant to this Agreement, the Client shall pay ARCADIS the Amount stated in invoices issued for and in accordance with each Task Order for actual work performed and reimbursable expenses incurred during the period covered by the invoice. Invoices are payable by the Client within 45 days after receipt of invoice.

6. OPINIONS OF CONSTRUCTION COST

6.1. **Construction Cost.** If required by this Subcontract, opinions related to cost given by ARCADIS are subject to the following. ARCADIS has no control over the cost of labor, materials, equipment or services furnished by others, or over a Contractor's or disposal site methods of determining prices, or over competitive bidding or market conditions. ARCADIS's opinion of probable cost is made on the basis of ARCADIS's experience and qualifications and represents ARCADIS's judgment as an experienced and qualified professional firm, familiar with the debris cleanup and recovery industry. ARCADIS does not guarantee that proposals, bids or actual Project cost will not vary from ARCADIS's opinions of probable cost.

7. GENERAL CONSIDERATIONS

7.1. **Changes.** By written notice at any time, the Client may change Services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to ARCADIS performing the changed services. Such changes can only be required by the Client's authorized representative.

7.2. **Confidentiality and Proprietary Information.** ARCADIS will hold secret and confidential all information designated by the Client as confidential [**Confidential Information**]. ARCADIS will not reveal Confidential Information to a third party unless:

7.2.1. the Client consents in writing;
7.2.2 the information is or becomes part of the public domain;
7.2.3 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
7.2.4 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

7.2.5 All drawings, specifications, technical information, and other information furnished to Client by ARCADIS or developed by ARCADIS in connection with the Work are, and will remain, the property of ARCADIS and may not be copied or otherwise reproduced or used in any way except in connection with the Work, or disclosed to third parties or used in any manner detrimental to the interests of ARCADIS. In addition, regarding the HaulPass® System, ARCADIS shall retain sole rights of and Client shall have no rights with respect to the HaulPass® System. All rights are reserved by ARCADIS with respect to the HaulPass® System under the patent, copyright, trade secret and other applicable laws of the United States.

7.3 **CADD.** The Client may provide information related to computer-assisted design and drafting format [**CADD**] to ARCADIS. CADD is derived in part from computer software for which the Client is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor. Any reuse without written verification or adaptation by the Client for the specific purpose intended is at ARCADIS's sole risk, without liability to the Client.

7.4 **Disputes.** If a dispute or complaint [**Dispute**] arises concerning this Agreement, the Client and ARCADIS will negotiate a resolution of the Dispute. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Any time which elapses in attempting to resolve the Dispute through either or both negotiation or mediation shall extend day-for-day any applicable statute(s) of repose or limitation of actions.

7.4.1 **Negotiation.** Following written notice of a Dispute, a minimum of three face-to-face meetings (or less if the Dispute is resolved) shall be held.

7.4.2 **Mediation.** If negotiation is unsuccessful, a mutually acceptable third party [**Facilitator**] having expertise in the subject of the Dispute shall be engaged to mediate the Dispute. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, a minimum of three face-to-face meetings shall be held within the sixty day period beginning on the date of the Facilitator's engagement.

7.4.2.1 Following the third meeting or earlier if appropriate, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended, the parties may adjudicate or arbitrate the Dispute

7.4.3 **Adjudication.** The laws of Texas shall control both the action and the substantive issues unless required by law to be filed in a federal district court. Disputes whose total value [exclusive of interest] exceeds $200,000 may not be arbitrated but may be litigated.

7.4.4 **Arbitration.** If the parties elect to submit the Dispute to arbitration, (a) the arbitration shall be decided in accordance with Texas' rule and regulation regarding commercial arbitration; (b) the demand for arbitration may not be made after the date when institution of legal or equitable proceedings to resolve the Dispute would be barred by the applicable statute of limitations; and (c) the arbitration proceeding may not include, by

consolidation or otherwise, any third person (d) arbitration shall be made in accordance and with application of Texas Law.

7.5 **Insurance**. ARCADIS will maintain **insurance** against the following risks during the term of the Agreement:

7.5.1 workers compensation in statutory amounts and employer's liability for ARCADIS's employees' Project-related injuries or disease;

7.5.2 general liability and automobile liability each in the amount of $1,000,000 for personal injury or property damage to third parties which arises from ARCADIS's performance under this Agreement; and

7.5.3 professional liability in the amount of $1,000,000 for legal obligations arising out of ARCADIS's failure to meet the Standard of Care.

7.6 **Indemnification.**

7.6.1 ARCADIS hereby agrees to indemnify and hold the Client harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the negligent acts, errors, or omissions of ARCADIS or others for whose acts ARCADIS is responsible under this Agreement.

7.6.2 The Client hereby agrees to indemnify and hold ARCADIS harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the negligent acts, errors, omissions of the Client, its employees, agents or others for whose acts the Client is responsible under this Agreement.

7.7 **Limitation of Liability**. Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the parties agree that neither the Client nor ARCADIS shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. In no event will ARCADIS liability to the Client, whether in contract, tort or any other theory of liability, exceed the fee.

7.8 **Interpretation**. This Agreement shall be interpreted in accordance with the laws of Texas.

7.9 **Successors**. This Agreement is binding on the successors and assigns of the Client and ARCADIS. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both the Client and ARCADIS.

7.10 **Independent Contractor**. ARCADIS represents that it is an independent contractor and is not an employee of the Client.

7.11 **Notices**. Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party.

7.12 **Applicable Law**. If applicable to this Agreement, ARCADIS will comply with the requirements of:

7.12.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,
7.12.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and
7.12.3 all other federal, state and local laws and regulations or orders issued under such laws.

7.13 **Entire Agreement**. This Agreement, including any schedules, attachments, Task Orders executed pursuant to this Agreement, and referenced documents, is the entire agreement between the Client and the ARCADIS. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the Client and ARCADIS. **Waivers and Severability**. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

7.15 **Effective** Date. This Agreement is effective on the date shown on the cover page.

8 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1 **Special Provisions.** This Agreement is subject to the following special provisions:

Duties and Responsibilities of Consultant. ARCADIS or its representative will be on site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by ARCADIS will not relieve Debris Contractors of its obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.

Limitations of Consultant's Responsibilities. ARCADIS will not be responsible for the Debris Contractor's or other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with the programs incident thereto. ARCADIS will not be responsible for Debris Contractor's or their subcontractor's failure to perform the work in accordance with their contract with the Client or any other agreement. ARCADIS will not be responsible for the acts or omissions of Debris Contractor, their subcontractors or any other contractors, or any of its or their agents or employees or any other persons at the site or otherwise performing any of the Work.

8.2 **Schedules.** The following **Schedules** are attached to and made a part of this Agreement:

8.2.1 **Schedule A** *Sample Task Order Form*

8.2.2 **Schedule B** *RESERVED*

Execution Authority. This Agreement is a valid and authorized undertaking of the Client and ARCADIS. The representatives of the Client and ARCADIS who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

[CLIENT NAME]	**ARCADIS U.S., Inc.**
By _____	By _____
Title City Manager	Title VICE PRESIDENT
Witness _____	Witness _____

SAMPLE

Schedule A
PROFESSIONAL SERVICES TASK ORDER

SAMPLE

Project umber--Task Order Number: _____--_____
Task Order Date: _____

Subject to the Agreement between ***the Client*** [**the Client**] and ***ARCADIS*** [**ARCADIS**], effective _____, ___, 2012 the Client hereby authorizes ARCADIS to perform services as specified in this Task Order and in accordance with the above mentioned Agreement.

1. **Basic Project Information.**
   Project Name: _____

   Project Number: _____

   Project Location: _____
   _____

   The Client Representative: _____

   ARCADIS Representative: _____

2. **Project Description:** A description of Project for which this Task Order is issued is provided in Task Order Attachment 1, Project Description, incorporated into this Task Order.

3. **Scope of Services:** ARCADIS shall perform its Basic and Optional Services as described in Attachment 2, Scope of Services, attached and incorporated into this Task Order.

4. **Period of Services:** The period of service shall be: _____.

5. **Compensation:** ARCADIS's compensation under this Task Order, which shall not be exceeded without prior written authorization of the Client, is: **$**_____

6. This Task Order's Pricing Schedule is incorporated and attached as Attachment 3

7. **Special Conditions:** This Task Order is subject to the special terms and conditions as described in Attachment 4, attached and incorporated into this Task Order.

8. **Amendment:** [_____] This Task Order amends a previously executed Task Order No. _____, Date_____

9. **(Reserved)**

ISSUED AND AUTHORIZED BY:
[CLIENT NAME]

By: _____SAMPLE_____

Title: _____

ACCEPTED AND AGREED TO BY:
ARCADIS U.S., Inc.

By: _____SAMPLE_____

Title: _____

SAMPLE

SAMPLE

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: _____

Attachment 1
Description of Project

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: _____

Attachment 2
Scope of Services

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: _____

Attachment 3
Pricing Schedule

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: _____

Attachment 4
Special Conditions

Motion

Motion extending the current contract agreement with ARCADIS U.S. Inc. for the purpose of professional services related to disaster debris management and financial recovery services for a period of one year, at the current fee schedule, from March 8, 2016 – March 8, 2017.

_____

Mayor Jimmy Sims

ATTEST:

_____

Rhonda Haskins, City Secretary

March 8, 2016

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

		Original Purchase Cost	Accrued Book Value	Present Market Value	Maturity Value	Purchase Date	Maturity Date	Yield %	Earnings	Annualized Earnings	Term Days	Days to Maturity
CD	First Financial Bank	245,000.00	245,000.00	245,000.00	245,735.00	13-Aug-15	13-Aug-16	0.3000%	735.00	735.00	365	226
	Total	245,000.00	245,000.00	245,000.00	245,735.00			0.3000%	735.00	735.00	365	

Quarter Ending Information	12/31/2015		09/30/2015	
Investment Purchase Cost	$245,000.00		$245,000.00	
Accrued Book Value	$245,000.00		$245,000.00	
Present Market Value	$245,000.00		$245,000.00	
Maturity Value	$245,735.00		$245,735.00	
Earnings on Investments at Maturity	$735.00		$735.00	
Annualized Earnings	$735.00		$735.00	
Average Length to Maturity	365		365	
Average Rate of Return	0.3000%		0.3000%	
Quarterly Trust Fee ($2,500 Annually)	$0.00		$0.00	
Annualized Rate of Return - Net	0.300%		0.300%	
Cash Balance and CD's - EOQ	$2,799,511.19		$2,472,523.72	
Collateral Pledged (Market) - EOQ	$2,629,031.59		$2,270,838.62	
Quarterly Interest Earned on Checking	$985.03		$1,533.00	
Average Monthly Cash Balance	$2,421,968.40		$2,351,329.45	
Average Annualized Earnings on Checking	$3,908.00		$6,082.01	
Average Annualized Rate on Checking	0.1614%		0.2587%	
Annualized Rate of Return - Adj for Checking	0.1741%		0.2626%	
Type Breakdown:				
Treasury Bills	$0.00	0.00%	$0.00	0.00%
Government Agencies	$0.00	0.00%	$0.00	0.00%
Certificates of Deposit	$245,000.00	100.00%	$245,000.00	100.00%
Issuer Breakdown:				
US Treasury Bills	$0.00	0.00%	$0.00	0.00%
FHLDN	$0.00	0.00%	$0.00	0.00%
FMDN	$0.00	0.00%	$0.00	0.00%
Certificates of Deposit	$245,000.00	100.00%	$245,000.00	100.00%
Maturity Breakdown:				
Less Than 90 Days	$0.00	0.00%	$0.00	0.00%
90 to 180 Days	$0.00	0.00%	$0.00	0.00%
181 to 365 Days	$245,000.00	100.00%	$245,000.00	100.00%

Investment Activities 09/30/2015 - 12/31/2015	
Prior Balance	$245,000.00
Investment Purchases	0.00
Investment Maturities	0.00
Ending Balance	$245,000.00

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

Submitted by:

Shawn Oubre, City Manager

Gail English, Director of Finance

Sherry Jackson, Accounting Manager

MOTION

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

_____
Jimmy Sims, Mayor

ATTEST:

_____
Rhonda Haskins, City Secretary

_____, 2016

Trial Balance Listing

Through 12/31/15
Detail Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 099 - Economic Development Corporation						
1108.001	Cash - Wells Fargo Debt Service Series 2007 EDC	52,128.42	59,594.16	500.00	111,222.58	109,560.57
1108.002	Cash - Wells Fargo Debt Service Series 2012 EDC	49,837.92	73,779.84	.00	123,617.76	125,386.94
1108.003	Cash - Wells Fargo Reserve Fund Series 2012 EDC	298,409.83	219.78	.00	298,629.61	297,882.05
1112.001	Cash - Wells Fargo EDC	1,827,137.55	267,101.93	73,208.24	2,021,031.24	1,481,938.78
1119.002	Cash - First Financial Bank EDC	10.00	.00	.00	10.00	.00
1126.001	Investments	245,000.00	.00	.00	245,000.00	249,871.67
1135.001	Accounts Receivable	1,250.00	.00	1,250.00	.00	.00
1150.001	Due from Others	138,877.76	.00	138,877.76	.00	.00
1166.001	Prepaids	1,481.84	.00	1,481.84	.00	.00
2201.001	Accounts Payable	(19,861.37)	43,576.53	23,715.16	.00	(177.36)
2208.001	Salaries Payable	(3,680.92)	26,757.72	23,076.80	.00	.00
2269.001	Compensated Absenses Payable	(9,910.03)	.00	.00	(9,910.03)	(9,707.10)
2290.001	Fund Balance	.00	.00	.00	.00	228,490.38
2290.030	Fund Balance - Restricted for: Debt Service	(400,376.00)	.00	.00	(400,376.00)	(399,356.23)
2290.090	Fund Balance - Assigned to: Economic Development	(1,161,075.00)	.00	.00	(1,161,075.00)	(350,000.00)
2290.110	Fund Balance - Unassigned	(1,019,230.00)	.00	.00	(1,019,230.00)	(1,586,354.43)
Department	000 - Revenue					
3102	Sales Tax	.00	53,941.17	312,867.27	(258,926.10)	(213,628.40)
3141	Interest Earned	.00	154.82	785.07	(630.25)	(720.13)
3212	Interest Earnings EDC 2007 Sales Tax Bonds	.00	.00	65.16	(65.16)	(74.23)
3213	Interest Earnings EDC 2012 Sales Tax Bonds	.00	.00	289.62	(289.62)	(159.98)
	Department 000 - Revenue Totals	$0.00	$54,095.99	$314,007.12	($259,911.13)	($214,582.74)
Department	998 - EDC - Debt Service					
4660	Service Fees - EDC Series 2007 Sales Tax Revenue Bonds.	.00	500.00	.00	500.00	.00
	Department 998 - EDC - Debt Service Totals	$0.00	$500.00	$0.00	$500.00	$0.00
Department	999 - Economic Development Corporation					
4010	Salaries & Wages	.00	22,176.80	.00	22,176.80	19,524.32
4060	Retirement Contributions	.00	6,531.35	676.53	5,854.82	5,983.47
4061	Group Insurance	.00	5,927.36	.00	5,927.36	5,457.16
4062	Social Security Contr.	.00	2,035.31	213.07	1,822.24	1,825.14
4063	Workers' Compensation	.00	.00	6.12	(6.12)	(5.22)
4117	Postage	.00	.98	.00	.98	69.48
4125	Equipment	.00	237.48	.00	237.48	.00
4220	Vehicle Allowances	.00	900.00	.00	900.00	1,200.00
4222	Special Services	.00	64.99	.00	64.99	4,082.27
4224	Advertising	.00	.00	.00	.00	31.12
4230	Electricity Expense	.00	905.86	.00	905.86	925.29
4231	Communications Expense	.00	64.70	.00	64.70	236.59

Trial Balance Listing

Through 12/31/15
Detail Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 099 - Economic Development Corporation						
Department 999 - Economic Development Corporation						
4232	Dues	.00	2,535.00	.00	2,535.00	24,917.00
4243	Legal Expense	.00	.00	.00	.00	937.50
4247	Water Utility Expense	.00	467.98	107.46	360.52	.00
4250	Audit Expense	.00	5,610.00	.00	5,610.00	.00
4251	Consultant Expense	.00	1,300.00	.00	1,300.00	.00
4260	Conference & Training	.00	3,236.34	500.00	2,736.34	1,863.35
Department 999 - Economic Development Corporation Totals		$0.00	$51,994.15	$1,503.18	$50,490.97	$67,047.47
Fund 099 - Economic Development Corporation Totals		$0.00	$577,620.10	$577,620.10	$0.00	$0.00
Grand Totals		$0.00	$577,620.10	$577,620.10	$0.00	$0.00

Budget Performance Report

Fiscal Year to Date 12/31/15
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 099 - Economic Development Corporation										
REVENUE										
Department 000 - Revenue										
3102	Sales Tax	1,300,000.00	.00	1,300,000.00	106,429.49	.00	258,926.10	1,041,073.90	20	1,296,443.03
3141	Interest Earned	3,075.00	.00	3,075.00	154.82	.00	630.25	2,444.75	20	3,898.43
3183	Miscellaneous	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
3212	Interest Earnings EDC 2007 Sales Tax Bonds	275.00	.00	275.00	31.46	.00	65.16	209.84	24	285.80
3213	Interest Earnings EDC 2012 Sales Tax Bonds	745.00	.00	745.00	123.09	.00	289.62	455.38	39	884.27
3291	Donations & Reimbursements	12,027.00	.00	12,027.00	.00	.00	.00	12,027.00	0	11,814.00
	Department 000 - Revenue Totals	$1,316,622.00	$0.00	$1,316,622.00	$106,738.86	$0.00	$259,911.13	$1,056,710.87	20%	$1,313,325.53
	REVENUE TOTALS	$1,316,622.00	$0.00	$1,316,622.00	$106,738.86	$0.00	$259,911.13	$1,056,710.87	20%	$1,313,325.53
EXPENSE										
Department 998 - EDC - Debt Service										
4650	Interest Expense - EDC Series 2007 Sales Tax Revenue Bonds	64,175.00	.00	64,175.00	.00	.00	.00	64,175.00	0	70,775.00
4651	Interest Expense - EDC Series 2012 Sales Tax Revenue Bonds	163,682.00	.00	163,682.00	.00	.00	.00	163,682.00	0	166,281.25
4655	Bonds Paid - EDC Series 2007 Sales Tax Revenue Bonds	170,000.00	.00	170,000.00	.00	.00	.00	170,000.00	0	165,000.00
4656	Bonds Paid - EDC Series 2012 Sales Tax Revenue Bonds	135,000.00	.00	135,000.00	.00	.00	.00	135,000.00	0	130,000.00
4660	Service Fees - EDC Series 2007 Sales Tax Revenue Bonds.	1,000.00	.00	1,000.00	500.00	.00	500.00	500.00	50	500.00
4661	Service Fees - EDC Series 2012 Sales Tax Revenue Bonds	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	550.00
	Department 998 - EDC - Debt Service Totals	$534,857.00	$0.00	$534,857.00	$500.00	$0.00	$500.00	$534,357.00	0%	$533,106.25
Department 999 - Economic Development Corporation										
4010	Salaries & Wages	93,747.00	.00	93,747.00	10,731.36	.00	22,176.80	71,570.20	24	88,660.95
4060	Retirement Contributions	22,588.00	.00	22,588.00	2,785.93	.00	5,854.82	16,733.18	26	23,971.64
4061	Group Insurance	16,373.00	.00	16,373.00	1,481.84	.00	5,927.36	10,445.64	36	16,371.48
4062	Social Security Contr.	7,448.00	.00	7,448.00	872.09	.00	1,822.24	5,625.76	24	7,425.12
4063	Workers' Compensation	215.00	.00	215.00	.00	.00	(6.12)	221.12	-3	207.39
4064	Unemploym't Compensation	43.00	.00	43.00	.00	.00	.00	43.00	0	42.30
4101	Office Supplies	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	681.40
4116	Printing	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
4117	Postage	500.00	.00	500.00	.00	.00	.98	499.02	0	131.34
4118	Banking Expense	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	1,395.82
4125	Equipment	1,500.00	.00	1,500.00	237.48	.00	237.48	1,262.52	16	124.83
4207	Machinery Maintenance	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
4220	Vehicle Allowances	3,600.00	.00	3,600.00	300.00	.00	900.00	2,700.00	25	3,600.00
4222	Special Services	5,819.00	.00	5,819.00	64.99	2,850.00	64.99	2,904.01	50	5,307.27
4223	Periodicals	400.00	.00	400.00	.00	.00	.00	400.00	0	.00
4224	Advertising	2,000.00	.00	2,000.00	.00	48.80	.00	1,951.20	2	435.44

Budget Performance Report

Fiscal Year to Date 12/31/15

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 099 - Economic Development Corporation										
EXPENSE										
Department 999 - Economic Development Corporation										
4230	Electricity Expense	8,000.00	.00	8,000.00	475.72	3,354.14	905.86	3,740.00	53	4,914.34
4231	Communications Expense	1,000.00	.00	1,000.00	64.70	323.50	64.70	611.80	39	431.47
4232	Dues	9,000.00	.00	9,000.00	.00	.00	2,535.00	6,465.00	28	26,117.00
4243	Legal Expense	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0	4,802.76
4247	Water Utility Expense	5,000.00	.00	5,000.00	78.86	4,439.48	360.52	200.00	96	3,871.36
4250	Audit Expense	6,000.00	.00	6,000.00	5,610.00	.00	5,610.00	390.00	94	5,610.00
4251	Consultant Expense	25,000.00	.00	25,000.00	800.00	.00	1,300.00	23,700.00	5	11,780.50
4260	Conference & Training	10,000.00	.00	10,000.00	2,051.27	.00	2,736.34	7,263.66	27	8,261.15
4270	EDC - City of Orange Staff Reimbursement	76,000.00	.00	76,000.00	.00	.00	.00	76,000.00	0	76,000.00
4330	EDC Economic Development Projects	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	.00
4331	EDC Capital Projects City of Orange	1,131,000.00	.00	1,131,000.00	.00	35,380.00	.00	1,095,620.00	3	16,615.00
Department 999 - Economic Development Corporation Totals		$1,490,733.00	$0.00	$1,490,733.00	$25,554.24	$46,395.92	$50,490.97	$1,393,846.11	6%	$306,758.56
EXPENSE TOTALS		$2,025,590.00	$0.00	$2,025,590.00	$26,054.24	$46,395.92	$50,990.97	$1,928,203.11	5%	$839,864.81
Fund 099 - Economic Development Corporation Totals										
REVENUE TOTALS		1,316,622.00	.00	1,316,622.00	106,738.86	.00	259,911.13	1,056,710.87	20	1,313,325.53
EXPENSE TOTALS		2,025,590.00	.00	2,025,590.00	26,054.24	46,395.92	50,990.97	1,928,203.11	5	839,864.81
Fund 099 - Economic Development Corporation Totals		($708,968.00)	$0.00	($708,968.00)	$80,684.62	($46,395.92)	$208,920.16	($871,492.24)		$473,460.72
Grand Totals										
REVENUE TOTALS		1,316,622.00	.00	1,316,622.00	106,738.86	.00	259,911.13	1,056,710.87	20	1,313,325.53
EXPENSE TOTALS		2,025,590.00	.00	2,025,590.00	26,054.24	46,395.92	50,990.97	1,928,203.11	5	839,864.81
Grand Totals		($708,968.00)	$0.00	($708,968.00)	$80,684.62	($46,395.92)	$208,920.16	($871,492.24)		$473,460.72

City of Orange, TX

Payment Register

From Payment Date: 10/1/2015 - To Payment Date: 12/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EDC Operating - EDC Operating Account									
Check									
2971	10/20/2015	Reconciled		10/31/2015	Accounts Payable	International Economic Development Council	$385.00	$385.00	$0.00
2972	10/22/2015	Reconciled		10/31/2015	Accounts Payable	CITY OF ORANGE	$107.46	$107.46	$0.00
2973	10/22/2015	Reconciled		11/30/2015	Accounts Payable	Southeast Texas Economic Development Foundation	$2,000.00	$2,000.00	$0.00
2974	10/27/2015	Reconciled		10/31/2015	Accounts Payable	ENTERGY	$401.18	$401.18	$0.00
2975	10/27/2015	Reconciled		11/30/2015	Accounts Payable	KIWANIS CLUB OF ORANGE	$150.00	$150.00	$0.00
2976	10/27/2015	Reconciled		10/31/2015	Accounts Payable	JAY TRAHAN	$137.50	$137.50	$0.00
2977	10/29/2015	Reconciled		11/30/2015	Accounts Payable	CITY OF ORANGE EMPLOYEE BENEFIT TRUST	$1,695.06	$1,695.06	$0.00
2978	10/29/2015	Reconciled		11/30/2015	Accounts Payable	Smith Law Firm, PLLC	$90.00	$90.00	$0.00
2979	10/29/2015	Reconciled		11/30/2015	Accounts Payable	TEXAS MUNICIPAL RETIREMNT SYST	$2,036.45	$2,036.45	$0.00
2980	11/10/2015	Reconciled		11/30/2015	Accounts Payable	JAY TRAHAN	$94.87	$94.87	$0.00
2981	11/12/2015	Reconciled		11/30/2015	Accounts Payable	Griffith Moseley Johnson & Associates, Inc	$500.00	$500.00	$0.00
2982	11/12/2015	Reconciled		11/30/2015	Accounts Payable	JAY TRAHAN	$137.50	$137.50	$0.00
2983	11/30/2015	Reconciled		12/31/2015	Accounts Payable	CITY OF ORANGE EMPLOYEE BENEFIT TRUST	$1,695.06	$1,695.06	$0.00
2984	11/30/2015	Reconciled		12/31/2015	Accounts Payable	TEXAS MUNICIPAL RETIREMNT SYST	$2,057.48	$2,057.48	$0.00
2985	12/01/2015	Reconciled		12/31/2015	Accounts Payable	CITY OF ORANGE	$281.66	$281.66	$0.00
2986	12/01/2015	Reconciled		12/31/2015	Accounts Payable	FITTZ SHIPMAN HOWELL & DAVIS INC	$16,615.00	$16,615.00	$0.00
2987	12/03/2015	Reconciled		12/31/2015	Accounts Payable	ENTERGY	$430.14	$430.14	$0.00
2988	12/17/2015	Reconciled		12/31/2015	Accounts Payable	CITY OF ORANGE	$78.86	$78.86	$0.00
2989	12/29/2015	Open			Accounts Payable	CHARLES E REED & ASSOCIATES, PC	$5,610.00		
2990	12/29/2015	Open			Accounts Payable	Griffith Moseley Johnson & Associates, Inc	$800.00		
2991	12/29/2015	Open			Accounts Payable	VERIZON WIRELESS	$302.18		
2992	12/31/2015	Open			Accounts Payable	CITY OF ORANGE EMPLOYEE BENEFIT TRUST	$1,695.06		
2993	12/31/2015	Open			Accounts Payable	ENTERGY	$475.72		
2994	12/31/2015	Open			Accounts Payable	TEXAS MUNICIPAL RETIREMNT SYST	$3,045.16		

City of Orange, TX

Payment Register

From Payment Date: 10/1/2015 - To Payment Date: 12/31/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					24 Transactions		$40,821.34	$28,893.22	$0.00
EDC Operating - EDC Operating Account Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	6	$11,928.12	$0.00
	Reconciled	18	$28,893.22	$28,893.22
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	24	$40,821.34	$28,893.22

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	6	$11,928.12	$0.00
	Reconciled	18	$28,893.22	$28,893.22
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	24	$40,821.34	$28,893.22

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**6**	**$11,928.12**	**$0.00**
	Reconciled	**18**	**$28,893.22**	**$28,893.22**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**24**	**$40,821.34**	**$28,893.22**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**6**	**$11,928.12**	**$0.00**
	Reconciled	**18**	**$28,893.22**	**$28,893.22**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**24**	**$40,821.34**	**$28,893.22**

MOTION

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

_____
Jimmy Sims, Mayor

ATTEST:

_____
Rhonda Haskins, City Secretary

_____, 2016

MEMORANDUM

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

From: **Kelvin Knauf, Director of Planning and Community Development**

Subject: **Consider declaring vehicle unit 0912CD as surplus property**

Date: **February 24, 2016**

Background

We would like to auction Unit 0912CD on the Rene Bates Auctioneer web site. The unit is a 2004 Ford F150 with 84,318 miles. The above truck has been replaced and is no longer needed. Therefore, we respectfully request your approval for Council to declare the referenced as surplus property.

Recommendation

I recommend that the City Council declare vehicle unit 0912CD as surplus property and authorize its disposal through Rene' Bates Auctioneer, Inc.

MOTION

Motion declaring the vehicle (2004 Ford F150 Unit # 0912CD) as surplus and authorizing disposal by auction through Rene' Bates Auctioneer, Inc.

_____

Jimmy Sims, Mayor

ATTEST:

_____

Rhonda Haskins, City Secretary

March 8, 2016