

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

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

- | | |
|---|--------------------------|
| 1. CALL TO ORDER | Mayor |
| 2. INVOCATION and PLEDGE OF ALLEGIANCE | Council Member Bellfield |
| 3. MOTION | |
| a) Motion finding that the advance posting and notice requirements of Article 8.1200 of the Code of Ordinances of the City of Orange, Texas have been met in relation to all minutes and pending ordinances and resolutions on this agenda and that the reading of such items be confined to the captions as are agreed upon by the ordinances and resolutions. | 1 Mayor/Council |
| 4. APPROVAL OF MINUTES | |
| a) June 23, 2016 Special Call City Council Meeting | 4 Mayor/Council |
| b) June 28, 2016 Regular 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. ORDINANCES

a) Final Reading:

Consider an ordinance of the City of Orange, Texas approving the rates proposed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") Company's Gas Reliability Infrastructure Program ("GRIP") filing made with the City on March 31, 2016; finding that the meeting complies with the Open Meetings Act; making other findings and provisions related to the subject, and declaring an effective date. First Reading June 28, 2016

13 Staff: Oubre

7. RESOLUTIONS

a) Consider a resolution authorizing the City Manager to enter into an agreement with the Southeast Texas Regional Planning Commission 911 for the installation of a 120' monopole antenna located in the rear parking lot of the Police Department. This antenna will hold 2 microwave dishes, one to point at the Sheriff's Office and the second dish to be pointed at the Pinehurst Police Department. This new equipment will provide backup to the Emergency Service Network for the 911 calls, this will enhance the public safety in the City of Orange and the region as a whole.

16 Staff: Zeto

b) Consider a resolution authorizing the City Manager to execute a Memorandum of Agreement with the Humane Society of South East Texas regarding the release of animals.

29 Staff: Frenzel

8. REPORTS

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

9. ADJOURNMENT

Texas Penal Code 30.06:

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

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

Texas Penal Code 30.07:

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

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

No Firearms Allowed

No se permite ninguna armas de fuego

STATE OF TEXAS }

June 23, 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 Ira Williamson Meeting Room inside the Orange Public Library on Thursday, June 23, 2016.

COUNCIL MEMBERS PRESENT:	Jimmy Sims	Mayor
	Larry Spears Jr.	Mayor Pro Tem
	Patrick A. Pullen	Council Member
	Dr. Wayne Guidry	Council Member
	Essie Bellfield	Council Member
	Annette Pernell	Council Member
	Bill Mello	Council Member

COUNCIL MEMBERS ABSENT: None

STAFF MEMBERS PRESENT:	Dr. Shawn Oubre	City Manager
	Jay Trahan	Assistant City Manager, Director of Economic Development
	Rhonda Haskins	City Secretary
	Patricia Anderson	Deputy City Secretary
	Lane Martin	Chief of Police
	David Frenzel	Fire Chief
	Cheryl Zeto	Director of Finance
	Jim Wolf	Director of Public Works
	Kelvin Knauf	Director of Planning and C o m m u n i t y Development
	Brenna Manasco	Library Director
	Lee Anne Brown	Deputy Fire Chief
	Sherry Jackson	Accounting Manager
	Hillary Haynes	S o c i a l M e d i a Coordinator
	David Trahan	Manager Water/Sewer

STAFF MEMBERS ABSENT: None

Mayor Sims called the meeting to order at 5:00 P.M.

Council Member Bellfield led the Invocation.

PRE-BUDGET WORKSHOP

DISCUSSION OF ITEMS TO BE CONSIDERED FOR SHORT TERM AND LONG TERM CAPITAL IMPROVEMENTS.

Dr. Oubre gave an overview of his Memo addressed to the Mayor and Council. A copy of this Memo is being made a part of these minutes.

He briefed Council on what each fund could be used for: General Fund; Water and Sewer Fund; Economic Development Fund; Hotel/Motel Tax Fund; and Grants.

He advised the meeting will begin with public comments regarding short and long term goals, Council Members comments regarding short and long term goals, and end with prioritizing each item.

IDEAS:

Ruth Hancock, 2907 Fairway, suggested: flags being placed along Green Avenue and 16th Street; skate park; continue with splash pads at Sunset Park and Natatorium.

Mayor Sims suggested a multi-purpose covered structure at the Boat Ramp.

Council Member Bellfield suggested: having some type of safety protection around Sunset Park; water tower on Turrett Street to have "Orange Logo" on it; old Fire Station on 16th Street to be used for tourist information; "Adopt a Street" Program; demo Wallace School; develop Northway Shopping Center; coordinator for children's activities.

Council Member Pernel suggested: install and repair sidewalks; research "Be the Cleanest City" branding; develop Harry Reed property on Simmons Drive; food truck vendors Downtown; advertise what the City has in different magazines; get Downtown back into the City, need a Downtown area.

Council Member Guidry advised which is more important public works projects or quality of life projects. He suggested: 16th Street beautification; lights that curve into the middle of the street; upgrade covered structure at Lions Den Park; splash pad at Northway Park. He advised businesses along with citizens have to work together to clean up Orange. He asked if it would be beneficial for Griffith, Moseley and Johnson to look at the ideas that are being suggested and give their opinion. He advised looking at decreasing the capital outlay funding in the Fiscal Year 2017 budget could be something Council might consider.

Mayor Pro Tem Spears advised finishing projects, such as Navy Park, before starting new ones is something Council should consider. He suggested: making park improvements; start on a beautification process for the City of Orange; continue to work for more grants; create new "City Logo/City Slogan"; joining forces with individuals in community; look into quality of life projects for the 2019 funding bonds.

Council Member Pullen suggested: develop Simmons Drive property; follow through with projects; have a centralized theme for the City of Orange such as "Home of the ?"; restaurants along the river front; use state line to the City's advantage; industrial zone area; highway mowing, IH-10.

After discussion, it was the consensus of Council to allow staff to proceed with discussions with State and Federal Officials regarding expanding the use of Hotel/Motel Tax funding.

PRIORITIZING

Public Works Projects: 16th Street Corridor improvements, lighting, plantings, beautification, mowing; industrial zone area; expand ability to use Hotel/Motel Tax funds; downtown development; sidewalks on Sunset and Park.

Quality of Life Projects: covered shelter at Lions Den and Boat Ramp; splash pads/splash parks/skate parks.

Marketing Projects: support and encourage social media to continue to grow Orange; City identify one thing to showcase for advertisement; food trucks/farmers market; flags on 16th Street; city crest flags; advertise the City in other magazines.

ADJOURNMENT

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

The meeting adjourned at 6:38 P.M.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

STATE OF TEXAS }
COUNTY OF ORANGE }

June 28, 2016

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, June 28, 2016.

COUNCIL MEMBERS PRESENT: Jimmy Sims Mayor
Larry Spears Jr. Mayor Pro Tem
Patrick A. Pullen Council Member
Dr. Wayne Guidry Council Member
Essie Bellfield Council Member
Annette Pernel Council Member
Bill Mello Council Member

COUNCIL MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Dr. Shawn Oubre City Manager
Jay Trahan Assistant City Manager,
Director of Economic
Development
Rhonda Haskins City Secretary
Patricia Anderson Deputy City Secretary
Lane Martin Chief of Police
David Frenzel Fire Chief
Cheryl Zeto Director of Finance
Jim Wolf Director of Public Works
Kelvin Knauf Director of Planning and
C o m m u n i t y
Development
Brenna Manasco Library Director
Sherry Jackson Accounting Manager
Ramie Howlett Customer Service
Manager
Hillary Haynes S o c i a l M e d i a
Coordinator
Sandy Wilson Grants Planner
Michael Patterson Engineering Tech
Guy Goodson City Attorney

STAFF MEMBERS ABSENT: None

Mayor Sims called the meeting to order at 5:50 P.M.

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

APPROVAL OF MINUTES

Council Member Guidry moved to approve the minutes of the May 10, 2016 Orange Economic Development Corporation Meeting. Second to the motion was made by Council Member Bellfield which carried unanimously.

Council Member Pernell moved to approve the minutes of the June 14, 2016 Regular Meeting of the Orange City Council. Second to the motion was made by Mayor Pro Tem Spears which carried unanimously.

CITIZEN COMMENTS

Ms. Haynes invited the citizens to the 4th of July Fireworks and Concert, July 4, 2016 at the Riverfront Pavilion.

Marva Paul, 1405 3rd Street, is concerned about the drug problems, loan sharking business, and large alcohol consumption at the County owned Bluebird Fish Camp Park. She would like help from law enforcement with the problems at the Park.

Stan Floyd, 433 E. Lutcher Drive, is embarrassed to give tours that go past Bluebird Fish Camp Park. He advised he has not seen any changes on Simmons Drive except for the Orange Boat Ramp.

PROCLAMATION

Mayor Sims read a proclamation observing Juneteenth. No one was present to accept the proclamation.

PUBLIC HEARING

CONDUCT A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED SUBSTANTIAL AMENDMENT TO THE FIVE YEAR CONSOLIDATED PLAN AND THE 2014 ANNUAL ACTION PLAN FOR THE CITY OF ORANGE'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE SUBSTANTIAL AMENDMENT IS TO REALLOCATE REMAINING FUNDS OF \$1,477.45 FROM A 2011 STREET IMPROVEMENT PROJECT THAT FINISHED UNDER BUDGET AND FUNDS OF \$70,317.10 FROM A 2013 WATER/SEWER PROJECT THAT WENT THROUGH THE PROCUREMENT PROCESS AND RECEIVED NO BIDDERS.

THESE FUNDS WOULD BE REALLOCATED TO A 2014 PARK IMPROVEMENTS PROJECT - SUNSET PARK INCREASING THE AMOUNT TO \$131,794.55. THE PROPOSED UPGRADE TO SUNSET PARK IS A SKATE PARK.

The public hearing began at 6:04 P.M.

Lynnette Johnson, 1009 Rien, advised if you build it, they will come. If something is available, skaters will be there. She is in favor of the skate park.

Council Member Pullen advised having a skate park will get skaters off private property. A park will be a better and safer area for skaters.

Council Member Mello advised he does not want to lose the funds for the skate park.

Mayor Pro Tem Spears advised he would like to follow through with the project.

After discussion, it was the consensus of Council to proceed with the Sunset Skate Park.

The public hearing ended at 6:25 P.M.

ORDINANCES

FINAL READING:

ORDINANCE OF THE CITY OF ORANGE, TEXAS, AMENDING ORDINANCE 2009-28 TO BE CONSISTENT WITH THE REQUIREMENTS OF ORDINANCE NO. 2015-12 EXHIBIT B DEVELOPMENT AGREEMENT AT SECTION ONE PARAGRAPH 3, BY EXCLUDING ALL INTERNATIONAL PAPER COMPANY KWH SALES FROM THE BASE FRANCHISE FEE AND INCREMENTAL FRANCHISE FEE CALCULATION; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND DECLARING AN EFFECTIVE DATE.

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

A copy of this ordinance is being made a part of these minutes as Ordinance Number 2016-14.

FINAL READING:

ORDINANCE OF THE CITY OF ORANGE, TEXAS AMENDING ORDINANCE 1999-10 ADOPTED ON MARCH 23, 1999 BY PROVIDING A DEVELOPMENT PLAN FOR A MIXED USE ZONING DISTRICT LOCATED NORTH OF INTERSTATE 10 AT SIMMONS DRIVE (108, 109, 117, 507 AND

537 LUTCHER DRIVE); PROVIDING AN EFFECTIVE DATE; PROVIDING A SEVERABILITY CLAUSE; AND REPEALING ANY ORDINANCE IN CONFLICT WITH THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT.

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

A copy of this ordinance is being made a part of these minutes as Ordinance Number 2016-15.

FIRST READING:

ORDINANCE OF THE CITY OF ORANGE, TEXAS APPROVING THE RATES PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS ("CENTERPOINT" OR "COMPANY") COMPANY'S GAS RELIABILITY INFRASTRUCTURE PROGRAM ("GRIP") FILING MADE WITH THE CITY ON MARCH 31, 2016; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND DECLARING AN EFFECTIVE DATE.

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

RESOLUTIONS

RESOLUTION TO CONSOLIDATE THE CITY OF ORANGE LOCAL REGISTRAR DUTIES TO THE ORANGE COUNTY CLERK.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-35.

RESOLUTION AWARDDING A CONTRACT TO EXCAVATION & CONSTRUCTION, LLC IN THE AMOUNT OF \$472,065.04 FOR THE ALLIE PAYNE WATER & SEWER IMPROVEMENTS, WHITE OAK ROAD TO 1,600 FEET WEST.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-36.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SALVATION ARMY BOYS & GIRLS CLUB FOR USE OF THE ORANGE MUNICIPAL NATATORIUM.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-37.

RESOLUTION DESIGNATING INDIVIDUALS TO ACT ON BEHALF OF THE CITY OF ORANGE TO MAKE WITHDRAWALS, AUTHORIZE TRANSFERS AND PERFORM RELATED ACTIONS INVOLVING ALL ACCOUNTS ON DEPOSIT WITH THE CITY'S DEPOSITORY BANK(S).

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-38.

RESOLUTION RECOMMENDING THAT TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) LOWER THE SPEED LIMIT ON MARTIN LUTHER KING JR. DRIVE (FM 3247) FROM 70 MPH TO 55 MPH.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-39.

DISCUSSION/ACTION

MOTION DECLARING A 2001 BMW 3251, VIN# WBAAV33491FV01891, AS SURPLUS AND AUTHORIZING DISPOSAL BY AUCTION THROUGH RENÉ BATES AUCTIONEERS, INC.

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

CITY MANAGER REPORT

Dr. Oubre advised he wanted to commend three City employees: Jim Wolf for his work on the West Bluff Road Project and reimbursement received from the Pipeline Company doing work in that area; Jay Trahan for making the necessary contacts to get TAN, an indigent care facility, to locate in Orange; Ramie Howlett for her work with the State to get Orange in compliance with their recommendation to consolidate birth and death records with Orange County.

CITY COUNCIL REPORT

Mayor Pro Tem Spears thanked: the citizens who attended the meeting tonight; Deborah Mitchell and everyone who helped organize the Juneteenth activities; Ms. Paul for her efforts to clean up Bluebird Fish Camp Park.

Council Member Mello: invited everyone to the 4th of July activities; congratulated Mr. Wolf, Mr. Trahan and Ms. Howlett.

Council Member Bellfield: thanked Mr. Trahan and the Orange Police Department for their work during the Juneteenth activities; would like the City to consider a Memorial Park; planting orange trees in the City; concerned about Orange not having big enough hotels to host large groups.

Council Member Guidry: thanked the citizens who attended the meeting tonight; invited citizens to the 4th of July activities.

Council Member Pullen: thanked the citizens who attended the meeting tonight; asked citizens to work with Council on City projects; thanked Ms. Paul for bringing the issues at Bluebird Fish Camp Park to the Council; Orange was nominated as one of the safest City's to live in; staff and Council are trying to bring projects to Orange.

Mayor Sims thanked everyone who attended the meeting tonight.

ADJOURNMENT

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

The meeting adjourned at 6:50 P.M.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

INTEROFFICE MEMORANDUM

TO: MAYOR AND COUNCIL
FROM: SHAWN OUBRE, PH. D.
SUBJECT: 2016 ANNUAL GRIP ADJUSTMENT
DATE: JUNE 20, 2016

As you are aware on March 31, 2016 CenterPoint Energy Texas (“CenterPoint”) filed a Gas Reliability Infrastructure Program (“GRIP”) adjustment factor. CenterPoint is authorized to make annual GRIP rate change requests. The GRIP Statute authorizes gas utility companies to request annual rate increases associated with year-to-year changes in the incremental investment.

As our utility attorney, Mr. Dan Lawton, advised they have reviewed CenterPoint’s GRIP filing and concluded that CenterPoint’s filing comports with the GRIP statute. The following customers will see an increase in their class as follows:

Customer Impact Summary

Customer Class	Monthly Bill Increase
Residential	\$1.71
General Service Small	\$2.73
General Service Large	\$12.37

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF ORANGE, TEXAS APPROVING THE RATES PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS (“CENTERPOINT” OR “COMPANY”) COMPANY’S GAS RELIABILITY INFRASTRUCTURE PROGRAM (“GRIP”) FILING MADE WITH THE CITY ON MARCH 31, 2016; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT, AND DECLARING AN EFFECTIVE DATE

WHEREAS, on or about March 31, 2016, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or “Company”) filed an Annual GRIP adjustment for the Beaumont/East Texas Service Area with the City of Orange, Texas (“City”) to increase gas rates in the Beaumont/East Texas Service Area pursuant to *Gas Utility Regulatory Act*, TEX. UTIL. CODE (“Gas Utility Regulatory Act”) § 104.301; and

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

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

WHEREAS, the Company proposed an effective date of May 30, 2016, for the rate increase; and

WHEREAS, the City suspended the proposed May 30, 2016 effective date until July 14, 2016; and

WHEREAS, the City’s consultant has reviewed the GRIP filing and has concluded that the proposed GRIP rates are correctly calculated; and

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

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

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

Section 2. The Company’s proposed GRIP rate increase is approved effective July 14, 2016.

Section 3. The meetings at which the ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 4. This Ordinance shall become effective from and after its passage.

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

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

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

Memo

To: Dr. Shawn Oubre
From: Mike Zeto – CIS Manager
Subject: South East Texas Regional Planning Commission 911 Microwave Antennae
Date: June 2, 2016

Please find the attached letter from Pete De La Cruz of the South East Texas Regional Planning Commission 911. The SETRPC 911 are requesting permission to construct a 120' monopole antennae in the rear parking lot of the Police Station. This antennae will provide a backup to the 911 emergency network. This antennae will consists of two microwave dishes one to be pointed at the Orange County Sheriff's Office and the second dish to be pointed at Pinehurst Police Department. The monopole will blend in with surrounding utility poles so there should not be any additional attention drawn to it.

With the Council's approval we are recommending allowing the SETRPC 911 to construct the monopole tower for the backup of 911 communications.

Thank You



Mike Zeto



May 18, 2016

Lane Martin
Orange Police Department
201 8th Street
Orange, TX 77630

Dear Chief Martin,

As you know the Orange Police Department has served as a 9-1-1 answering point since December 12, 1991. Orange PD has admirably served the citizens of the City of Orange as well as the citizens of Orange County during emergency situations such as hurricanes Rita and Ike. Since 1991 the 9-1-1 technology that serves the citizens of our region has continued to improve and is upgraded generally on a 5 year cycle. Our current 9-1-1 equipment, installed in February of this year, moved us from a traditional phone system to one that operates on Voice over Internet Protocol, (VoIP).

The VoIP system uses digital technology to complete a 9-1-1 call and the 9-1-1 phone traffic now operates on a telephone data network. A landline fiber optic cable system was installed in our region prior to our 9-1-1 equipment upgrade to establish a reliable emergency grade network. This fiber cable is our primary network for all 9-1-1 traffic and should it be cut 9-1-1 phone traffic could be impacted. Unfortunately in mid-April we experienced our first significant fiber cable cut in Hardin County and the Sheriff's 9-1-1 calls had to be rerouted to Silsbee PD for a number of hours. This vulnerability has been accounted for and will be mitigated by establishing an alternate means for connectivity for our 9-1-1 answering points.

On February 17, 2016, the Executive Committee of the South East Texas Regional Planning Commission approved the procurement of a regional microwave system to serve the

President – Kirk Roccaforte, Bridge City | 1st VP – Eddie Arnold, Jefferson County | 2nd VP – Chris Kirkendall, Hardin County
3rd VP – Barry Burton, Orange County | Treasurer – Rebecca Ford, Bevil Oaks, | Secretary – Mary Adams, Kountze

Executive Director - Shaun P. Davis

2210 Eastex Freeway Beaumont, Texas 77703-4929

(409) 899-8444 | (409) 347-0138 fax

setrpc@setrpc.org | <http://www.setrpc.org>

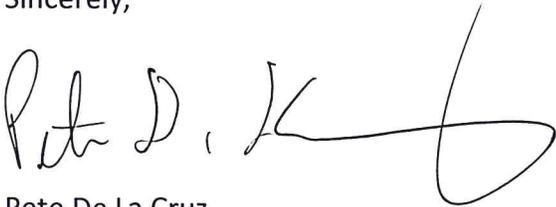
12 agencies that answer 9-1-1 calls in Hardin, Jefferson and Orange counties. The project has a \$3.5 million budget. This microwave system will serve as our backup emergency services network for our 9-1-1 calls and can provide our emergency service agencies with connectivity that will enhance the public's safety in the City of Orange and our region as a whole. The project will allow for the construction of 12 new towers and utilize 5 existing structures for a total of 17 sites.

The monopole antenna located in the rear parking lot of the Orange Police Department will be 120' tall and have 2 dishes mounted on the structure. One dish will be directed to Orange Sheriff's office and the second dish will be pointed to Pinehurst Police Department. The dish pointed at Orange Sheriff's office is 2 foot in diameter and the dish pointed at Pinehurst PD will be 3 foot in diameter. Due to the height of the tower there are no requirements to have lighting on the tower. Construction of the tower is scheduled to begin in the second half of 2016.

The SETRPC 9-1-1 Emergency Network is looking forward to implementing the backup microwave system with the cooperation of the Orange Police Department and the City of Orange. We would like to have the opportunity to address the city council to ensure they are informed and aware of this important public safety project.

If you require any additional information regarding this matter please contact Pete De La Cruz, Director of 9-1-1 Emergency Communications at (409) 924-7501 or pdelacruz@setrpc.org.

Sincerely,



Pete De La Cruz,
Director
9-1-1 Emergency Network

PD/lv

cc: Shawn Oubre
City of Orange

SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION
9-1-1 EMERGENCY COMMUNICATIONS

INTERLOCAL CONTRACT RELATING TO THE
PLANNING, DEVELOPMENT, OPERATION AND PROVISION
OF 9-1-1 SERVICE AND THE USE OF 9-1-1 FUNDS

This Contract is entered into between the
South East Texas Regional Planning Commission

and the

City of Orange, Texas

South East Texas Regional Planning Commission

INTERLOCAL CONTRACT FOR
PLANNING, DEVELOPMENT, OPERATION AND PROVISION
OF 9-1-1 SERVICE AND USE OF 9-1-1 FUNDS

Parties and Purpose

1.1 The South East Texas Regional Planning Commission (SETRPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. SETRPC has developed a Strategic Plan for the administration and operation of 9-1-1 emergency telephone service in Hardin, Jefferson and Orange counties. The Commission on State Emergency Communications (CSEC) has approved SETRPC's current strategic plan.

1.2 The City of Orange, Texas (Public Agency) is a Texas municipality that operates one or more Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as authorized by Chapter 771 of the Health and Safety Code.

1.3 This contract is entered into between SETRPC and Public Agency under Chapter 791 of the Government Code. This contract relates to the planning, development, operation and provision of 9-1-1 service, the use of 9-1-1 funds, and adherence to applicable law.

Goods and Services

2.1 Public Agency agrees to:

(1) cooperate with SETRPC in acquiring and installing necessary equipment for the 9-1-1 system including microwave equipment and monopole tower;

(2) comply with applicable provisions of the Uniform Grant Management Standards, as established by the Governor's Office of Budget and Planning, under the authority of Chapter 783 of the Texas Government Code.

(3) comply with the Uniform Grant Management Standards, applicable law, and SETRPC policies, as outlined in Section 3 of this contract, related to ownership, transfer of ownership, and /or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service;

(4) abide by all rules, regulations, performance training standards, etc. adopted by SETRPC and CSEC or its successor agency;

(5) purchase supplies such as printer paper, printer ribbons, cleaning materials, etc. necessary for the continuous operation of PSAP(s);

(6) secure the premises of PSAP(s) against unauthorized entrance and protect the 9-1-1 equipment from unauthorized use and ensure sufficient controls and security exists by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

(7) practice preventive maintenance for the 9-1-1 equipment, including at a minimum, testing emergency power generators periodically, and ensuring that all equipment is working properly;

(8) participate in emergency communications training for call-takers/dispatchers as scheduled and provided by SETRPC;

(9) complete such reports and other documentation as may be reasonably required by CSEC, the PSAPs, SETRPC, or the service provider.

E 9-1-1 Equipment Purchasing and Leasing

3.1 (a) SETRPC hereby agrees to provide services and equipment, whether purchased or leased, for Public Agency including all non-recurring and monthly recurring charges for equipment and network charges as approved by the CSEC. SETRPC also agrees to provide for repairs, updates to and replacement of equipment as deemed necessary by SETRPC and as approved by the CSEC.

(b) All leased equipment remains the sole property of the lessor.

3.2 Except as noted in paragraph 3.6, SETRPC owns all 9-1-1 equipment purchased on behalf of Public Agency with emergency service fees. Public Agency is licensed to use the 9-1-1 equipment in providing enhanced 9-1-1 emergency telephone services.

3.3 Public Agency agrees to notify SETRPC in writing before encumbering, transferring, or otherwise disposing of the 9-1-1 equipment. In addition, Public Agency and PSAP(s) shall reimburse SETRPC and/or the CSEC, as applicable, for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by PSAP employees, normal wear and tear or ordinary day to day use of equipment excepted. Further, upon the installation of any additional equipment or software by SETRPC, Public Agency agrees to comply with the provisions of Exhibit "A" attached hereto and incorporated herein as referenced.

3.4 Public Agency acknowledges that SETRPC representatives will visit Public Agency on a regular basis to monitor functionality and use of all equipment associated with 9-1-1 call handling and processing and on an annual basis to conduct a physical inventory of all said equipment.

3.5 Paragraphs 3.1, 3.2 and 3.3 survive the expiration or early termination of this contract and continue in effect so long as Public Agency uses the 9-1-1 equipment.

3.6 When 9-1-1 equipment is purchased with a combination of monies from Public Agency and emergency service fees, SETRPC may elect to transfer ownership of said equipment to Public Agency. SETRPC will provide Public Agency with a "Certification of Purchase by City/County/Agency Transfer of Ownership" document outlining the responsibilities of Public Agency. Those responsibilities include, but are not limited to, maintenance of equipment and ensuring equipment is fully functional at all times. Additionally, Public Agency shall provide adequate insurance policies on said equipment to provide for replacement of equipment in cases of loss where applicable.

3.7 SETRPC will provide 9-1-1 funds to Public Agency and/or PSAP(s) on a reimbursement basis using a monitoring process that provides assurances that the reimbursement requests from the Public Agency and/or PSAP(s) are complete, accurate and appropriate.

Effective Date and Term of Contract

4.1 The term of this contract shall be one year, effective on July 12, 2016 and shall terminate on August 31, 2017.

Independent Contractor

5.1 Public Agency is not an employee or agent of SETRPC, but furnishes services under this contract solely as an independent contractor.

Assignment and Subcontracting

6.1 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of SETRPC. An attempted assignment or subcontract in violation of this paragraph is void.

6.2 If SETRPC consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Records

7.1 Public Agency agrees to assist SETRPC, where applicable, in maintaining a current inventory of all 9-1-1 equipment, consistent with the Uniform Grant Management Standards and applicable federal and state law.

7.2 Public Agency and PSAP(s) agree to comply with SETRPC requirements for documenting and reporting 9-1-1 data base errors and ANI/ALI problems.

7.3 Public Agency and PSAP(s) agree to maintain, consistent with Uniform Grant Management Standards and applicable federal and state law, adequate fiscal records and supporting documentation for all 9-1-1 funds reimbursed to Public Agency and PSAP(s) and all 9-1-1 funds spent by Public Agency and PSAP(s).

7.4 Subject to the additional requirement of paragraph 7.5, Public Agency agrees to preserve records, at a minimum, for three years.

7.5 If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

7.6 SETRPC is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved.

7.7 SETRPC is also entitled to visit Public Agency's offices, talk to its personnel, monitor and inventory equipment, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

7.8 SETRPC, CSEC, the Texas State Auditor, and/or their duly authorized representatives, shall have access to and the right to examine all books, accounts, records, files, and /or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Public Agency, PSAP(s), or by any other entity that has performed or will perform addressing or addressing data base maintenance activities.

Nondiscrimination and Equal Opportunity

8.1 Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Dispute Resolution

9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 9.1-9.2, until they have exhausted the procedures set out in these paragraphs.

9.2 At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Jefferson County for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Suspension for Unavailability of Funds; Withholding, Decrease or Reimbursement of Funds Due to Non-compliance

10.1 Public Agency acknowledges that SETRPC's sole source of funding for this contract is 9-1-1 emergency service fees. In the event that:

- (1) SETRPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Public Agency provided for in this Agreement, and
- (2) Such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of SETRPC, and
- (3) SETRPC has exhausted all funds legally available for reimbursement to Public Agency, and no other legal procedures shall exist whereby payment hereunder can be made to Public Agency; and
- (4) SETRPC has negotiated in good faith with Public Agency to develop an alternative payment schedule or new agreement that will accommodate SETRPC's approved budget and/or appropriations for the applicable period, then SETRPC will not be obligated to reimburse Public Agency for the applicable budget year(s).

10.2 Public Agency acknowledges that SETRPC may withhold, decrease or seek reimbursement of 9-1-1 funds in the event such funds are or were used in non-compliance with applicable federal or state law. Further, Public Agency and PSAP(s) shall return or reimburse SETRPC and/or CSEC, as applicable, any 9-1-1 funds used in non-compliance with applicable law. Such return or reimbursement of 9-1-1 funds to SETRPC and/or the CSEC, as applicable, shall be made by the Public Agency or PSAP(s) within sixty (60) days after demand by SETRPC, unless an alternative repayment plan is approved by SETRPC and CSEC.

Termination for Convenience

11.1 Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, this contract terminates 60 calendar days after a party receives the notice of termination.

Notice to Parties

12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party; (1) when it is delivered to the party personally; (2) when a party receives a facsimile of the notice, as confirmed by the sender's facsimile machine; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 12.2 and signed on behalf of the party; or (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 12.2.

12.2 SETRPC's address is 2210 Eastex Freeway, Beaumont, Texas 77703 Attention: 9-1-1 Director. SETRPC's telephone number is (409) 724-1911, and its facsimile number is (409) 347-1953. Public Agency's address is 201 N. 8th Street, Orange, Texas 77630 Attention: Major Sparky Robinson. Public Agency's telephone number is 409-883-1076, and its facsimile number is 409-883-1013.

12.3 Public Agency agrees to notify SETRPC of a change of address or contact information by providing notice of the change in accordance with paragraph 12.1.

Further Agreements; Miscellaneous

13.1 By their respective signatures below, SETRPC, Public Agency, and PSAP(s) , as applicable, commit to continue providing 9-1-1 services as a condition of the receipt of 9-1-1 funds as prescribed by the SETRPC Strategic Plan.

13.2 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that such party is legally authorized to perform the obligations undertaken.

13.3 This contract states the entire agreement of the parties, and an amendment to this contract is not effective unless in writing and signed by all parties.

13.4 This contract is binding on and inures to the benefit of the parties' successors in interest.

13.5 This contract is executed in duplicate originals.

CITY OF ORANGE

SOUTH EAST TEXAS REGIONAL PLANNING
COMMISSION

Signature _____

Signature _____

Printed Name: _____

Printed Name: Shaun P. Davis

Title: _____

Title: Executive Director

Date: _____

Date: _____

EXHIBIT A

PSAP RULES REGARDING 9-1-1 EQUIPMENT

1. Only the designated Dispatch Supervisor or other designated supervisor is to have the administrative password or security code for the 9-1-1 computer equipment.
2. No unauthorized software is to be loaded onto the 9-1-1 system.
3. No unauthorized personnel are to service or repair the 9-1-1 system components.
4. No unauthorized personnel are to use the 9-1-1 system.
5. PSAP personnel are responsible for reporting any hardware or software problems to the appropriate service provider and/or SETRPC within a reasonable period from the time the problem is first detected.
6. Public Agency and PSAP(s) shall be liable for expenses incurred by the SETRPC in repairing or replacing software or hardware that must be replaced due to abuse or negligence or as a direct result of any violation of the rules stated herein.
7. Public Agency and PSAP(s) will not be held monetarily liable for costs incurred for items that are covered by warranty, or if they are the result of an incident over which they have no control (i.e. lightning, water as a result of flooding, power failure, etc.)
8. Failure to abide by these rules may result in the SETRPC terminating this agreement and not placing a PSAP at that location.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE SOUTHEAST TEXAS REGIONAL PLANNING COMMISSION 911 FOR THE INSTALLATION OF A 120' MONOPOLE ANTENNA LOCATED IN THE REAR PARKING LOT OF THE POLICE DEPARTMENT. THIS ANTENNA WILL HOLD 2 MICROWAVE DISHES, ONE TO POINT AT THE SHERIFF'S OFFICE AND THE SECOND DISH TO BE POINTED AT THE PINEHURST POLICE DEPARTMENT. THIS NEW EQUIPMENT WILL PROVIDE A BACKUP TO THE EMERGENCY SERVICE NETWORK FOR THE 911 CALLS, THIS WILL ENHANCE THE PUBLIC SAFETY IN THE CITY OF ORANGE AND THE REGION AS A WHOLE.

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

That the City Manager is hereby authorized to enter into an agreement with the Southeast Texas Regional Planning Commission 911 for the installation of a 120' Monopole Antenna.

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

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

ORANGE FIRE DEPARTMENT

M E M O R A N D U M

June 28, 2016

TO: Dr. Shawn Oubre, City Manager

FROM: David Frenzel, Fire Chief

RE: Memorandum of Agreement

Attached is a Memorandum of Agreement between the City of Orange and the Humane Society of South East Texas. This agreement was drafted in order for the City of Orange Animal Shelter to legally release animals to the Humane Society of South East Texas without them being spayed or neutered. This agreement has been reviewed by the City Attorney and the management of the Humane Society and is agreeable with both parties. If the City Council is interested in implementing this agreement, please place this item on a future agenda for their approval for you to execute. If you have any questions, please call me at extension 1039.

Memorandum of Agreement

The City of Orange has operated an Animal Shelter through the Animal Control Department for more than 70 years. This shelter is licensed and certified by the Zoonosis Control Division of the Texas Department of State Health Services.

Founded in 1962, the Humane Society of South East Texas has been a Southeast Texas institution for over fifty years. They are a 501(3)(c) non-profit organization run entirely on donor contributions and community volunteers.

Both agencies are dedicated to enriching the lives of pets and people through advocacy, education, and forever homes for animals that have been collected as stray or released to their authority.

While the City of Orange Animal Shelter supports the efforts of the Humane Society of South East Texas, the guidelines of the Texas Health and Safety Code, Title 10, Chapter 828 must be recognized as the state guidelines for the adoption of animals.

Section 828.002 *Requirement for Adoption* states:

“...a releasing agency may not release a dog or cat for adoption unless the animal has been sterilized or the release is made to a new owner who signs an agreement to have the animal sterilized...”

While the City of Orange recognizes the high standards of the Humane Society of South East Texas, we must make an effort to adhere to the guidelines of the State Law or release the City of Orange from any liability from this article. The City of Orange will enter into a Memorandum of Agreement with the Humane Society of South East Texas whereby the City of Orange will release adoptable pets to the Humane Society of South East Texas and the Humane Society of South East Texas will accept the burden of meeting the state requirement of spay and/or neutering of each and every animal as well as any state required immunizations that may be required. The acceptance of this agreement by the Humane Society of South East Texas transfers the burden of this law to their agency and releases the City of Orange from any liability heretofore.

Signed and accepted on this _____ day of _____, 2016

Dr. Shawn Oubre, City Manager
City of Orange, Texas
P.O. Box 520
Orange, Texas 77631

Carrie Fontnow, Manager
Humane Society of South East Texas
2050 Spindletop Road
Beaumont, Texas 77705

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE HUMANE SOCIETY OF SOUTH EAST TEXAS REGARDING THE RELEASE OF ANIMALS.

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

The City Manager is hereby authorized to execute a Memorandum of Agreement with the Humane Society of South East Texas regarding the legal release of animals to the Humane Society of South East Texas without them being spayed or neutered.

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

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney