

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

**September 27, 2016
5:30 P.M.**

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| 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) September 13, 2016 Regular City Council Meeting | 6 | Mayor/Council |
| 5. CITIZEN COMMENTS | | |
| <i>At this time comments will be taken from the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum three minutes for each speaker. Your comments are appreciated. As the Texas Open Meetings Act does not allow the Council to respond to items not listed on the agenda, your comments will be duly noted by the Council and forwarded to the appropriate department for prompt consideration.</i> | | |
| 6. PROCLAMATION | | |
| a) Ovarian Cancer Awareness Month, Breast Cancer Awareness Month, and Julie Rogers "Gift of Life" Program Day. | 18 | Mayor/Council |

7. ORDINANCES

a) Final Reading:

Consider an ordinance adopting a budget for the fiscal year beginning October 1, 2016 and ending on September 30, 2017 in accordance with the Charter of the City of Orange, Texas. First Reading September 13, 2016 (Take Roll Call Vote)

19 Staff: Zeto, Cheryl

b) Final Reading:

Consider an ordinance making a tax levy and fixing the maintenance and operations tax rate, debt service tax rate and total tax rate for the City of Orange, Texas for the fiscal year beginning October 1, 2016 and ending September 30, 2017, upon all taxable property in the City of Orange, Texas, on January 1, 2016 according to the laws of Texas, the Charter provisions and the ordinances of the City of Orange, Texas, and providing that the said taxes levied shall be collected. First Reading September 13, 2016 (Take Roll Call Vote)

21 Staff: Zeto, Cheryl

8. RESOLUTIONS

a) Consider a resolution authorizing the City Manager to execute an agreement with The Lutcher Theater for allocation of hotel/motel tax funds for the promotion of the arts in the amount of \$50,000.00 for fiscal year 2017.

23 Staff: Trahan/Zeto, Cheryl

b) Consider a resolution authorizing the City Manager to execute an agreement with Friends of the Orange Depot for allocation of hotel/motel tax funds in the amount of \$25,000.00 for fiscal year 2017.

26 Staff: Trahan/Zeto, Cheryl

c) Consider a resolution authorizing the City Manager to execute an agreement with Heritage House Museum for allocation of hotel/motel tax funds in the amount of \$30,000.00 for fiscal year 2017.

29 Staff: Trahan/Zeto, Cheryl

d) Consider a resolution authorizing the City Manager to execute an agreement with Greater Orange Area Chamber of Commerce for allocation of hotel/motel tax funds in the amount of \$48,000.00 for fiscal year 2017.

32 Staff: Trahan/Zeto, Cheryl

e) Consider a resolution authorizing the City Manager to execute an agreement with Gulf Coast Cajun for allocation of hotel/motel tax funds in the amount of \$5,000.00 for fiscal year 2017.

35 Staff: Trahan/Zeto, Cheryl

f) Consider a resolution authorizing the City Manager to execute an agreement with Orange Trade Days LLC for allocation of hotel/motel tax funds in the amount of \$5,000.00 for fiscal year 2017.

38 Staff: Trahan/Zeto, Cheryl

- g) Consider a resolution authorizing the City Manager to execute an agreement with South East Texas Arts Council for allocation of hotel/motel tax funds in the amount of \$10,000.00 for fiscal year 2017. 41 Staff: Trahan/Zeto, Cheryl
- h) Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the Texas Department of Transportation for the removal of six (6) logs for preservation purposes. 44 Staff: Wolf
- i) Consider a resolution for the City of Orange Department of Emergency Management to enter into an agreement with Mr. Greg Wobbe, MPTX Associates, Inc., for the services of Grant Application and Project Management. 54 Staff: Brown

9. DISCUSSION/ACTION

- a) Consider a motion acknowledging receipt of the engagement letter for the audit of fiscal year 2016 with the auditing firm of Charles E. Reed & Associates, P.C. 56 Staff: Zeto, Cheryl
- b) Consider a motion approving the Orange Economic Development Corporation's motion authorizing the President to execute an engagement letter for the audit of fiscal year 2016 with the auditing firm of Charles E. Reed & Associates, P.C. 66 Staff: Zeto, Cheryl
- c) Consider a motion authorizing payment in the amount of \$4,655.64 per month, to be paid on or before the 15th of each month, to Jerry V. Pennington, Municipal Court Judge, for a period ending September 30, 2017. 74 Staff: Zeto, Cheryl
- d) Consider a motion authorizing payment in the amount of \$2,728.58 per month, to be paid on or before the 15th of each month, to Cimron Campbell, Municipal Court Prosecutor, for a period ending September 30, 2017. 75 Staff: Zeto, Cheryl
- e) Consider a motion extending the agreement with George B. Barron, Alternate/Assistant Municipal Court Judge, for a period ending September 30, 2017. 76 Staff: Zeto, Cheryl
- f) Consider a motion authorizing payment in the amount of \$33,114.20 to the Texas Municipal League for Workers' Compensation Insurance for Fiscal Year 2017. 77 Staff: Zeto, Cheryl
- g) Consider a motion authorizing payment in the amount of \$251,841.38 to the Texas Municipal League for Property and Liability Insurance for Fiscal Year 2017. 80 Staff: Zeto, Cheryl
- h) Consider a motion appointing Ledet MaQuettia to the Planning and Zoning Commission for a term ending September 13, 2018. 84 Staff: Knauf

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| i) Consider a motion re-appointing Joe Love to the Planning and Zoning Commission for a term ending September 13, 2018. | 86 | Staff: Knauf |
| j) Consider a motion re-appointing Michael Smith to the Planning and Zoning Commission for a term ending September 13, 2018. | 88 | Staff: Knauf |
| k) Consider a motion accepting the extension of the current contract for Jackson Street Wastewater Treatment Plant Analysis to Envirodyne Laboratories Inc. through September 30, 2017 with the same pricing and conditions. | 90 | Staff: Wolf |
| l) Consider a motion accepting the extension of the current contract for Machine Shop and Repair Service to Pemsco, LLC through October 1, 2017 with the same pricing and conditions. | 95 | Staff: Wolf |
| m) Consider a motion extending the current contract for Chlorine for Water Production with DXI Industries, Inc. for a period of one year, from October 1, 2016 to September 30, 2017. | 102 | Staff: Wolf |
| n) Consider a motion accepting the extension of the current contract for Liquid Polyphosphate for Well Water Treatment to Napco Chemical Company for a period of one year, from October 1, 2016 through September 30, 2017. | 108 | Staff: Wolf |
| o) Consider a motion approving the Orange Economic Development Corporation's motion of intent to enter into an agreement with Blue Beacon International Inc. for the expenditure of funds for infrastructure improvements at Highway 62 N and Interstate 10, Orange, Texas in an amount not to exceed \$11,630.00 for the purpose of economic development. | 113 | Staff: Trahan |
| p) Discussion and possible action concerning the design and construction of a new Riverfront Pavilion restroom facility. | 115 | Staff: Trahan |

10. REPORTS

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

11. 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 }
COUNTY OF ORANGE }

September 13, 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, September 13, 2016.

COUNCIL MEMBERS PRESENT:	Jimmy Sims Larry Spears Jr. Patrick A. Pullen Dr. Wayne Guidry Annette Pernell Bill Mello	Mayor Mayor Pro Tem Council Member Council Member Council Member Council Member
COUNCIL MEMBERS ABSENT:	Essie Bellfield	Council Member
STAFF MEMBERS PRESENT:	Dr. Shawn Oubre Jay Trahan Rhonda Haskins Patricia Anderson Lane Martin David Frenzel Cheryl Zeto Jim Wolf Kelvin Knauf Brenna Manasco Sherry Jackson Lee Anne Brown Mike Zeto Sandy Wilson Hillary Haynes Brandy Judice Kelly Griffin John Cash Smith	City Manager Assistant City Manager, Director of Economic Development City Secretary Deputy City Secretary Chief of Police Fire Chief Director of Finance Director of Public Works Director of Planning and C o m m u n i t y Development Library Director Accounting Manager Deputy Fire Chief CIS Manager Grants Planner S o c i a l M e d i a Coordinator CVB Coordinator Police & ID Tech City Attorney

STAFF MEMBERS ABSENT: None

Mayor Sims called the meeting to order at 9:04 A.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 Pernell moved to approve the motion. Second to the motion was made by Council Member Pullen which carried unanimously.

APPROVAL OF MINUTES

Council Member Pernell moved to approve the minutes of the August 23, 2016 Regular Meeting of the Orange City Council. Second to the motion was made by Council Member Mello which carried unanimously.

CITIZEN COMMENTS

There were no citizen comments.

ORDINANCE

FINAL READING:

ORDINANCE AMENDING THE ADOPTED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 IN ACCORDANCE WITH THE CHARTER OF THE CITY OF ORANGE, TEXAS.

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 2016-19.

PRESENTATION

PRESENTATION BY JIM GILLEY OF U.S. CAPITAL ADVISORS LLC, FINANCIAL ADVISORS TO THE CITY AS TO TAX & REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016 (THE "CERTIFICATES").

Mr. Gilley advised six bids were received and the best bid was submitted by FTN Financial. U.S. Capital Advisors recommends accepting the bid by FTN Financial. The City has an AA- rating. He gave an explanation of how ratings are determined.

Guy Goodson, Germer PLLC, briefed the Council on the differences in the original certificate ordinance and the certificate ordinance presented to Council today.

DISCUSSION/ACTION

CONSIDERATION AND POSSIBLE ACTION TO AWARD SALE OF CERTIFICATES AS PROVIDED FOR IN THE NOTICE OF SALE OF THE CERTIFICATES.

Council Member Guidry moved to award the sale of Certificates to FTN Financial. Second to the motion was made by Council Member Mello which carried unanimously.

ORDINANCE

ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF ORANGE, TEXAS, TAX & REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY; AND A LIMITED PLEDGE OF THE NET REVENUES OF THE CITY'S WATER AND WASTEWATER SYSTEM; AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AUTHORIZING AN OFFICIAL STATEMENT AND DISTRIBUTION THEREOF; AND PROVIDING AN EFFECTIVE DATE. (THIS ORDINANCE ONLY REQUIRES ONE READING)

Council Member Pullen 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 2016-20.

DISCUSSION/ACTION

CONSIDERATION AND POSSIBLE ACTION TO RATIFY THE PRELIMINARY OFFICIAL STATEMENT FOR CERTIFICATES AND AUTHORIZE AND PROVIDE FOR THE DISTRIBUTION OF AN OFFICIAL STATEMENT AS TO THE CERTIFICATES.

Council Member Pernell moved to authorize and provide for the distribution of an Official Statement as to the Certificates. Second to the motion was made by Council Member Guidry which carried unanimously.

CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE MAYOR, MAYOR PRO TEM, CITY SECRETARY, CITY MANAGER AND/OR OTHER CITY OFFICIALS TO EXECUTE AND DELIVER SUCH CERTIFICATES, AGREEMENTS, AFFIDAVITS, NOTICES AND DOCUMENTS AS MAY BE NECESSARY TO PROCEED WITH THE ISSUANCE AND SALE OF THE CERTIFICATES AND AUTHORIZING SAID MAYOR, MAYOR PRO TEM, CITY SECRETARY, CITY MANAGER AND/OR OTHER CITY OFFICIALS TO TAKE SUCH ACTION AS MAY BE NECESSARY FOR THE ISSUANCE AND SALE OF SAID CERTIFICATES.

Council Member Pullen moved to authorize said City officials to execute and deliver said documents. Second to the motion was made by Council Member Guidry which carried unanimously.

PUBLIC HEARING

CONDUCT A PUBLIC HEARING ON THE ALLOCATION OF HOTEL/MOTEL OCCUPANCY TAX FUNDING FOR FISCAL YEAR 2017.

The public hearing began at 9:32 A.M.

Ms. Zeto gave a Power Point Presentation on the City of Orange Hotel Occupancy Tax Allocation for Fiscal Year 2017. A copy of this presentation is included in and being made a part of these minutes.

William Snyder, Orange Trade Days, appreciates funds they receive and stated they have events planned.

A representative from Heritage House stated they appreciate the funding. They had 2 art shows and they are planning a ghost walk before Halloween.

Brown Claybar, Friends of the Orange Depot, explained they are making great progress and the initial renovation may be completed by November. Mr. Claybar stated they are still selling bricks and the annual Gala will be November 19.

Ida Schossow/John Gothia, Greater Orange Chamber of Commerce, expressed appreciation for the funding. Ms. Schossow stated they will be bringing in a high school fishing tournament and announced the BASS Masters Tournament will be back in Orange.

Sue Bard, SETAC, expressed thanks for the funding for the Off Ramp Magazine. She stated this magazine is distributed throughout Texas.

Rusty Benoit, Gulf Coast Cajun, thanked Council for the funding and explained he is working to get people in hotels.

Jay Trahan, Director of Economic Development, explained the budget for CVB was reduced by \$18,000.00. Mr. Trahan stated several events are scheduled, such as the Tunnel Boat Races, DSRA boat races, Art in the Park, etc.

Leslie Barras, 912 W. Cypress, stated she feels that item #12 on the list (Riverfront Boardwalk/Pavilion Landscape Maintenance) should already be part of the City's budget. Ms. Barras stated she would like funds allotted to the Orange African American Museum.

Ida Schossow, Greater Orange Chamber of Commerce, stated she appreciates the thought of more funds being allocated to the Chamber but feels item #9 on the list (Future Tourism Related Event) is a good idea and should remain on the list because other events may come forward.

The public hearing ended at 10:17 A.M.

DISCUSSION/ACTION

MOTION AUTHORIZING HOTEL/MOTEL OCCUPANCY TAX FUNDING FOR FISCAL YEAR 2017 AS FOLLOWS:

(1)	Lutcher Theater	\$ 50,000.00
(2)	Friends of the Orange Depot	15,000.00
(3)	Heritage House	30,000.00
(4)	Chamber of Commerce-Mardi Gras Parade	8,000.00
(5)	Chamber of Commerce-National Fishing Tournament	30,000.00
(6)	Chamber of Commerce-Sabine Riverfront Festival	5,000.00
(7)	Chamber of Commerce-High School Fishing Tournament	5,000.00
(8)	Convention & Visitors Bureau (CVB)	416,000.00
(9)	Future Tourism Related Events	40,000.00
(10)	Gulf Coast Cajun Annual Festival	5,000.00
(11)	Orange Trade Days	5,000.00
(12)	Riverfront Boardwalk/Pavilion Landscape Maintenance	20,000.00
(13)	SETAC Off-Ramp Magazine	<u>5,000.00</u>
	TOTAL	\$634,000.00

Mr. Trahan gave an explanation of the application process.

Council Member Mello moved to approve the Hotel/Motel Occupancy Tax Funding as presented. The motion FAILED due to a lack of a second.

Council Member Pernell moved to: take \$10,00.00 from the Future Tourism Related Event; take \$5,000.00 from the Riverfront Boardwalk/Pavilion Landscape Maintenance; add \$10,00.00 to the Friends of the Orange Depot; add \$5,000.00 to the SETAC Off-Ramp Magazine. Second to the motion was made by Mayor Pro Tem Spears which carried unanimously.

The new motion reads as follows:

MOTION AUTHORIZING HOTEL/MOTEL OCCUPANCY TAX FUNDING FOR FISCAL YEAR 2017 AS FOLLOWS:

(1)	Lutcher Theater	\$ 50,000.00
(2)	Friends of the Orange Depot	25,000.00
(3)	Heritage House	30,000.00
(4)	Chamber of Commerce-Mardi Gras Parade	8,000.00
(5)	Chamber of Commerce-National Fishing Tournament	30,000.00
(6)	Chamber of Commerce-Sabine Riverfront Festival	5,000.00
(7)	Chamber of Commerce-High School Fishing Tournament	5,000.00
(8)	Convention & Visitors Bureau (CVB)	416,000.00
(9)	Future Tourism Related Events	30,000.00
(10)	Gulf Coast Cajun Annual Festival	5,000.00
(11)	Orange Trade Days	5,000.00

(12)	Riverfront Boardwalk/Pavilion Landscape Maintenance	15,000.00
(13)	SETAC Off-Ramp Magazine	<u>10,000.00</u>
	TOTAL	\$634,000.00

PUBLIC HEARING

CONDUCT A PUBLIC HEARING TO RECEIVE COMMENTS REGARDING THE PROPOSED ANNEXATION OF A 5.289 ACRE TRACT OF LAND OUT OF THE CLAIBORNE WEST SURVEY, ABSTRACT NO. 27, ORANGE COUNTY, TEXAS, BEING OUT OF AND A PART OF THOSE CERTAIN 10.860 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO ALLEN W. PEVETO, ET AL, OF RECORD IN VOLUME 54, PAGE 604 OF THE DEED RECORDS OF ORANGE COUNTY, TEXAS AND CALLED 44.010 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO CHARLES RAY PEVETO, ET AL, OF RECORD IN VOLUME 475, PAGE 196 OF SAID DEED RECORDS, SAID 5.289 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS: NOTE: ALL BEARINGS REFERENCED HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM-4203-TEXAS CENTRAL ZONE, WITH A SCALE FACTOR OF 0.999999926 AND CONVERGENCE MAPPING ANGLE OF 03°21'14 AT N: 10,066,521.83 & E: 4,354,449.90; ALL AREAS AND DISTANCES ARE BASED ON SURFACE MEASUREMENTS.

CALLED BEARINGS () FROM DEED.

BEGINNING AT A CAPPED ROD SET IN THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 62 (120' ROW), IN THE EAST LINE OF SAID 10.860 ACRE TRACT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND ½" IRON ROD BEARS N 04°36'28" W 484.76';

THENCE S 04°36'28" E ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 62, THE EAST LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 147.00 FEET (S 01°15'00" W) TO A CAPPED IRON ROD SET AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO INAYAT J. KHOJA, OF RECORD IN VOLUME 1097, PAGE 648 OF SAID DEED RECORDS, FOR THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT.

THENCE N 78°36'16" W OVER AND ACROSS SAID 10.860 ACRE TRACT, ALONG AND WITH NORTH LINE OF THE SAID KHOJA TRACT, FOR THE MOST EASTERLY SOUTH LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF 256.13 FEET (N 73°01'00" W 255.43') TO A CAPPED IRON ROD SET AT THE NORTHWEST CORNER OF SAID KHOJA TRACT, BEING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 04°55'16" E OVER AND ACROSS SAID 10.860 ACRE TRACT, ALONG AND WITH SAID KHOJA TRACT, FOR THE MOST SOUTHERLY EAST LINE OF THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF 168.00 FEET (S 00°40'00" E 168.05') TO A CAPPED IRON ROD SET IN THE NORTH RIGHT-OF-WAY LINE I.H. 10 (ROW WIDTH VARIES), IN THE SOUTH LINE OF SAID 10.860 ACRE TRACT, AT THE SOUTHWEST CORNER OF SAID KHOJA TRACT, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTHWESTERLY ALONG I.H. 10 RIGHT-OF-WAY WITH A CURVE TO THE RIGHT

HAVING A RADIUS OF 5729.65 FEET, CHORD BEARING OF N 74°19'36" W, A CHORD OF 562.32 FEET AND A DISTANCE OF 562.55 FEET ALONG THE ACRE TO A CAPPED IRON ROD SET AT THE SOUTHEAST CORNER OF THAT CERTAIN KATHLEEN SWOPE TRACT OF LAND BEARING PID NO. R15645, PER OCAD, AT THE SOUTHWEST CORNER OF SAID 44.010 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 15°24'05" W ALONG AND WITH THE EAST LINE OF SAID SWOPE TRACT, THE WEST LINE OF SAID 44.010 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 369.76 FEET (N 10°09.78' W) TO A CAPPED IRON ROD SET IN THE EAST LINE OF SAID SWOPE TRACT, IN THE WEST LINE OF SAID 44.010 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 74°10'15" E OVER AND ACROSS SAID 44.010 ACRE TRACT AND SAID 10.860 ACRE TRACT, FOR THE NORTH LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 898.55 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 5.289 ACRES OF LAND, MORE OR LESS.

The public hearing began at 10:30 A.M.

Mr. Knauf advised the property to be annexed is located at Hwy 62 and IH-10 owned by Blue Beacon a truck washing business. The project is a 2.7 million dollar project and will employ 40-50 employees.

Dana Morris gave history of the Company. The Company is moving its Beaumont location to Orange. He briefed the Council on the operations of the Company.

The public hearing ended at 10:39 A.M.

PUBLIC HEARING

CONDUCT A PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS CONCERNING THE PROPOSED ACTIVITY: CLEARANCE & DEMOLITION OF 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 ENVIRONMENTAL REVIEW PROCESS. THREE OF THE NINE PROPERTIES ARE LOCATED IN THE 100 YEAR FLOODPLAIN, AND ALL NINE PROPERTIES ARE OVER 45 YEARS OF AGE, TRIGGERING THIS SECTION 106 REVIEW. 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 WEDNESDAY, SEPTEMBER 7, 2016 AND THE FINAL FLOODPLAIN NOTICE WILL BE PUBLISHED IN THE WEDNESDAY EDITION OF THE ORANGE LEADER ON SUNDAY, SEPTEMBER 25, 2016. ALL OF THE PROPERTIES HAVE BEEN REVIEWED OR ARE CURRENTLY GOING THROUGH REVIEW BY THE STATE HISTORICAL PRESERVATION OFFICE, THE ORANGE HISTORIC PRESERVATION BOARD AND THE SECTION 106 LIAISON.

THIS PUBLIC HEARING IS PART OF THE SECTION 106 PROCESS OF ENVIRONMENTAL

CLEARANCE AND PART OF THE CITIZEN PARTICIPATION PROCESS IN OUR CONSOLIDATED PLAN. THE ADDRESSES WILL BE READ ALOUD AT THE PUBLIC HEARING.

The public hearing began at 10:40 A.M.

Ms. Wilson read the following addresses:

- 1107 3rd Street
- 1108 10th Street
- 111 10th Street
- 1205 4th Street
- 1211 3rd Street
- 2305 6th Street
- 2315 3rd Street
- 2408 3rd Street
- 2409 North Street

None of the above addresses are located in the Historic District.

The public hearing ended at 10:43 A.M.

PUBLIC HEARING

CONDUCT A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2017 BUDGET. (Read the statement below)

“This budget will raise more revenue from property taxes than last year’s budget by an amount of \$1,288,567, which is a 23.84% increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,314,001.”

The public hearing began at 10:43 A.M.

Dr. Oubre advised his prediction is this is the last year the City will be able to not raise taxes. He gave examples of what the City may be facing next budget year that may cause the need for a tax increase.

The public hearing ended at 10:48 A.M.

ORDINANCE

FIRST READING:

ORDINANCE ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017 IN ACCORDANCE WITH THE CHARTER OF THE CITY

OF ORANGE, TEXAS. (TAKE A ROLL CALL VOTE)

Council Member Mello moved to approve the ordinance. Second to the motion was made by Council Member Pernell which carried with the following vote:

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

COUNCIL MEMBERS VOTING NO: None

FIRST READING:

ORDINANCE MAKING A TAX LEVY AND FIXING THE MAINTENANCE AND OPERATIONS TAX RATE, DEBT SERVICE TAX RATE AND TOTAL TAX RATE FOR THE CITY OF ORANGE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, UPON ALL TAXABLE PROPERTY IN THE CITY OF ORANGE, TEXAS, ON JANUARY 1, 2016 ACCORDING TO THE LAWS OF TEXAS, THE CHARTER PROVISIONS AND THE ORDINANCES OF THE CITY OF ORANGE, TEXAS, AND PROVIDING THAT THE SAID TAXES LEVIED SHALL BE COLLECTED.

Council Member Pernell moved to approve the ordinance. Second to the motion was made by Council Member Mello which carried with the following vote:

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

COUNCIL MEMBERS VOTING NO: None

RESOLUTION

RESOLUTION FOR THE REDUCED SPEED LIMIT OF 50 MILES PER HOUR ON THE WESTBOUND FRONTAGE ROAD OF INTERSTATE 10 WEST OF HIGHWAY 62 FOR A DISTANCE OF 1.1 MILES BEGINNING NOVEMBER 2016. THIS RESOLUTION REQUEST IS MADE ON BEHALF OF THE TEXAS DEPARTMENT OF TRANSPORTATION FOR SAFETY MATTERS DUE TO A CONSTRUCTION PROJECT AT THE LOCATION.

Council Member Pullen 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 2016-49.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 WITH BLASTCO TEXAS, INC. FOR THE MEEKS DRIVE AND LINK STREET WATER PLANT IMPROVEMENTS.

Council Member Guidry 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 2016-50.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1 with G & G ENTERPRISES CONSTRUCTION CORP. FOR THE FIRE STATION #2 ADDITION.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-51.

DISCUSSION/ACTION

MOTION APPROVING THE ADOPTION OF THE FISCAL YEAR 2017 BUDGET BY THE ORANGE ECONOMIC DEVELOPMENT CORPORATION.

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

MOTION AUTHORIZING CITY STAFF TO RESERVE THE CITY OF ORANGE PARK FACILITIES FOR: (1) BACK TO GOD FRESH ANOINTING MINISTRIES AND (2) VICTORY LIFE CHURCH FOR DATES REQUESTED IN ATTACHED CORRESPONDENCE AND (SHALL/SHALL NOT) INDEMNIFY THE CITY OF ORANGE.

After discussion, Council Member Mello moved to TABLE the motion. Second to the motion was made by Council Member Pullen which carried unanimously.

CITY MANAGER REPORT

Dr. Oubre advised the 9th Annual Showdown on the Sabine Tunnel Boat Races will be held September 16-18, 2016 at the City of Orange Boat Ramp. The Jamie Talbert and the Band of Demons will perform at the Riverfront Boardwalk & Pavilion on Friday, September 16, 2016 at 7:30 P.M. The events are free to the public.

He thanked Council and Staff for their work on the budget.

He advised that a local church approached staff regarding doing community service projects in the City instead of attending church service. It was the consensus of Council for the City to work with the church.

CITY COUNCIL REPORT

Council Member Guidry advised grass is difficult to mow due to all the rain. The Hispanic population

has increased in the West Orange Stark School District.

Council Member Pernell advised she is glad so many organizations requested HOT Funds. She would like to see Orange grow.

Council Member Mello advised most of the organizations requesting HOT Funds are mostly volunteers.

Mayor Pro Tem Spears agreed with Council Member Pernell, he also wants Orange to grow. He would like to address the bathrooms at the Pavilion and to find ways to help the Meals on Wheels Program.

It was the consensus of Council for Staff to bring back to Council the bathrooms at the Pavilion.

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 concerning a violation of Article 9.100, Subdivision Regulations of the Code of Ordinances and other ordinances.

The Council met in closed executive session at 11:20 A.M.

RECONVENE IN OPEN SESSION

The Council reconvened in open session at 11:42 A.M.

TAKE ACTION AS NECESSARY REGARDING ITEM 20 a (1) ABOVE.

MOTION AUTHORIZING THE CITY ATTORNEY TO FILE SUITE FOR VIOLATION OF ARTICLE 9.100, SUBDIVISION REGULATIONS OF THE CODE OF ORDINANCES AND OTHER ORDINANCES IN DISTRICT COURT.

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

ADJOURNMENT

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

The meeting adjourned at 11:43 A.M.

ATTEST:

Jimmy Sims, Mayor

City Secretary

P roclamation

OFFICE OF THE MAYOR

City of Orange

WHEREAS September and October are **National Ovarian and Breast Cancer Awareness Months**; and

WHEREAS the public is still largely unfamiliar with ovarian cancer, a silent disease with vague symptoms, that ranks as the fifth leading cause of cancer-related death among women and the deadliest of all gynecologic cancers. Breast cancer is the most common cancer among American women, except for skin cancers and approximately 1 in 8 women in the U.S. will develop invasive breast cancer during her lifetime; and

WHEREAS this year it is estimated that more than 270,000 women will be diagnosed with either breast or ovarian cancer and 55,000 women will die from these diseases in the United States. To heighten awareness of these diseases, the Gift of Life will host the 6th Annual Julie Richardson Procter 5K Ribbon Run Color Rush in Downtown Beaumont on Saturday, October 1st for an estimated 5,500 participants. The event is generously presented by the Byrd Law Firm with title sponsors H-E-B and Jason's Deli; and

WHEREAS it is imperative that women are educated about cancer symptoms and risk factors and receive a yearly mammogram, which is recognized as the single most effective method for detection of breast cancer. The Gift of Life annually provides more than 2,200 medically underserved Southeast Texans with free breast cancer screenings and nearly 1,000 diagnostic mammograms, ultrasounds and biopsies, with access to cancer treatments; and

WHEREAS the program will expand its women's preventative healthcare services this year to include screenings that indicate risks for stroke, heart disease and diabetes. The Gift of Life has helped extend the lives of more than 200 women whose breast cancer was detected through its free critical services; and

WHEREAS the organization's compassionate care continues throughout each client's individual circumstances, offering supplementary assistance which includes its **Pink Power Network**, a breast cancer support group that meets monthly to provide educational presentations, camaraderie and help for cancer patients, their families and caregivers;

NOW THEREFORE I, Jimmy Sims, Mayor of the City of Orange, Texas, do hereby proclaim the month of September 2016 as **OVARIAN CANCER AWARENESS MONTH**, October as **BREAST CANCER AWARENESS MONTH**, and Tuesday, September 27th as **JULIE ROGERS "GIFT OF LIFE" PROGRAM DAY** in the City of Orange and ask all citizens to join me in encouraging women to raise awareness and become informed.

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 27th day of September, 2016.

Jimmy Sims, Mayor

**AN ORDINANCE ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017 IN ACCORDANCE
WITH THE CHARTER OF THE CITY OF ORANGE, TEXAS.**

WHEREAS, the City Manager of the City of Orange, Texas submitted a budget proposal to the City Council more than forty-five (45) days prior to the beginning of the fiscal year and in said budget proposal set out the estimated revenues, expenditures, detailed classifications and other information as required by the City Charter of the City of Orange, Texas; and

WHEREAS, the City Council finds that all provisions pertaining to the adoption of a budget contained in the City Charter have been in all things complied with; and

WHEREAS, the Council held a public hearing on said budget September ____, 2016; and

WHEREAS, after a full and final consideration, the City Council is of the opinion that the budget should be approved and adopted; now
therefore

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

Section 1.

That the budget estimate of the revenues of the City of Orange, Texas, and the expenses of conducting the affairs thereof for the ensuing year, beginning October 1, 2016, and ending September 30, 2017, as submitted to the City Council by the City Manager of said City, as changed or amended and contained herein, be, and the same is, in all things adopted and approved as the budget estimate of all of the current expenses as well as the fixed charges against the City for the fiscal year beginning on the 1st day of October, 2016 and ending the 30th day of September 2017.

Section 2.

The sum of TWENTY MILLION, TWO HUNDRED THIRTY-EIGHT THOUSAND, THREE HUNDRED SEVEN AND NO/100 (\$20,238,307) DOLLARS is hereby appropriated out of the General Fund for the payment of operating expenses, capital outlay and inter-fund transfers out of the City government, as set forth in detail in the budget.

Section 3.

That the sum of NINE HUNDRED SEVENTY-EIGHT THOUSAND, THREE HUNDRED TWENTY-THREE AND NO/100 (\$978,323) DOLLARS is hereby appropriated out of the Debt Service Fund for the purpose of paying the accruing interest, principal and service charges on the tax supported debt of the City as set forth in detail in the budget.

Section 4.

That the sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000) DOLLARS is hereby appropriated out of the General Capital Improvement Project (CIP) Fund for the purpose of capital outlay expenses as set forth in detail in the budget.

Section 5.

That the sum of SEVEN MILLION, FIVE HUNDRED THIRTY-SEVEN THOUSAND, FOUR HUNDRED THIRTY AND NO/100 (\$7,537,430) DOLLARS is hereby appropriated out of the Water and Sewer Enterprise Fund for the payment of operating expenses, capital outlay, and inter-fund transfers of the municipally owned Water and Sewer Utility and for the purpose of paying the accruing interest, principal and service charges on the water and sewer supported debt service bonds, as listed in detail in the budget.

Section 6.

That the sum of SEVEN MILLION, FOUR HUNDRED TWENTY-SEVEN THOUSAND, EIGHT HUNDRED FIFTY AND NO/100 (\$7,427,850) DOLLARS is hereby appropriated out of the Water and Sewer Bond Construction Fund for the payment of capital outlay costs, associated with bond issues to finance water and sewer construction projects, as set forth in detail in the budget.

Section 7.

That the sum of ONE MILLION, SEVEN HUNDRED SEVENTY-SEVEN THOUSAND, SIX HUNDRED THIRTY-TWO AND NO/100 (\$1,777,632) DOLLARS is hereby appropriated out of the Sanitation Fund for the payment of operating expenses and inter-fund transfers as set forth in detail in the budget.

Section 8.

That the sum of FOUR MILLION, SEVEN HUNDRED THIRTY-THREE THOUSAND, FOUR HUNDRED SIXTY-NINE AND NO/100 (\$4,733,469) DOLLARS is hereby appropriated out of the Special Revenue Fund for the payment of operating expenses and capital outlay of the City government as set forth in detail in the budget.

Section 9.

That the City Manager is hereby authorized to transfer budgeted funds from one line-item to another line-item within any one department or within any one activity.

PASSED and APPROVED on first reading this the ____ day of September, 2016.

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

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

Jack Smith, City Attorney

AN ORDINANCE MAKING A TAX LEVY AND FIXING THE MAINTENANCE AND OPERATIONS TAX RATE, DEBT SERVICE TAX RATE AND TOTAL TAX RATE FOR THE CITY OF ORANGE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, UPON ALL TAXABLE PROPERTY IN THE CITY OF ORANGE, TEXAS, ON JANUARY 1, 2016 ACCORDING TO THE LAWS OF TEXAS, THE CHARTER PROVISIONS AND THE ORDINANCES OF THE CITY OF ORANGE, TEXAS, AND PROVIDING THAT THE SAID TAXES LEVIED SHALL BE COLLECTED.

WHEREAS, all of the provisions of Section 6.05, 6.06, 6.07, and 6.08 of the City Charter of the City of Orange, Texas, have been complied with by the City Manager where applicable; and

WHEREAS, the City Council has held a public hearing upon the budget as proposed by the City Manager and is of the opinion that it should be adopted in full; now therefore

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

Section 1.

That there shall be, and there is hereby levied, and shall be assessed and collected as a tax for the fiscal year 2017 an ad valorem tax for maintenance and operations of NO DOLLARS AND .61535/100 (\$0.61535), an ad valorem tax for debt service of NO DOLLARS AND .09405/100 (\$0.09405), for a total ad valorem tax NO DOLLARS AND .7094/100 (\$0.7094) on each ONE HUNDRED AND NO/100 DOLLARS worth of property located within the present city limits of the City of Orange, Texas, which property is made taxable by law, which said taxes, when collected, shall be apportioned among funds and departments of the City government of the City of Orange, Texas as follows:

Maintenance & Operation Tax Rate - General Fund	0.61535
Debt Service Tax Rate - General Obligation Debt Service	0.09405
Total Ad valorem Tax Rate	0.70940

Section 2.

The total ad valorem tax rate of NO DOLLARS AND .70940/100 (\$0.70940) as set forth in Section 1 herein is levied and shall be collected upon one hundred percent (100%) of each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) worth of property located within the City of Orange, Texas, as valued by the Orange County Appraisal District, and as appears as the value on the tax rolls of the Tax Assessor of the City of Orange, Texas, the said one hundred percent (100%) value on the tax rolls being actually one hundred percent (100%) of the value of the property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.95 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$31.23.

Section 3.

The tax assessor and collector for the City of Orange, Texas, is hereby directed to assess and enter upon the tax rolls of the City of Orange, Texas, for the current taxable year, the amount and rates herein stated and to keep a correct account of the same by depositing the amounts collected in the depository bank of the City of Orange, Texas, to be distributed in accordance with this ordinance. On the first day of October and until January 31, 2017, inclusive, said taxes shall be accepted only for the amount shown on the 2016 tax rolls, and on February 1, 2017, all unpaid taxes shall become delinquent.

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

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

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

John Cash Smith, City Attorney

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE LUTCHER THEATER, INC. FOR ALLOCATION OF HOTEL/MOTEL TAX FUNDS FOR THE PROMOTION OF THE ARTS IN THE AMOUNT OF \$50,000.00 FOR FISCAL YEAR 2017.

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the City, said ordinance being effective February 12, 1974, and;

WHEREAS, the City of Orange desires that a portion of the proceed derived from said Hotel and Motel Occupancy Tax be used for the promotion of the arts and that a portion of the proceed be used for advertising and promotion of tourism in the City of Orange in accordance with Section 351.103(c), V.T.C.A. Tax Code; now therefore

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

That the City Manager be and is hereby authorized to execute on behalf of the City of Orange, Texas said contract for allocation of Hotel/Motel Tax funding in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS to the LUTCHER THEATER, INC. for fiscal year 2017 for the promotion of the arts.

PASSED, APPROVED and ADOPTED on this the 27th day of September 2016.

Jimmy Sims, Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

STATE OF TEXAS §

COUNTY OF ORANGE §

This Agreement, executed in duplicate, is made and entered into by and between the **CITY OF ORANGE, TEXAS**, a municipal corporation hereinafter called "City", and the **LUTCHER THEATER, INC.**, a non-profit corporation.

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the city, said ordinance being made effective February 12, 1974; and

WHEREAS, the City of Orange desires that a portion of the proceeds derived from said Hotel and Motel Occupancy Tax be used for local arts and historic preservation for the City of Orange and its vicinity, in accordance with Section 351.103(c), V.T.C.A. Tax Code;

NOW THEREFORE, in consideration of the promises and covenants herein, the City and Lutcher Theatre, Inc. hereby agree to the following terms and conditions:

1. The CITY agrees to pay LUTCHER THEATER, INC. an amount equal to FIFTY THOUSAND AND NO/100 (\$50,000.00) to be used for local arts and historic preservation for the City of Orange and its vicinity, in accordance with Section 351.103(c), V.T.C.A. Tax Code.

The CITY further agrees to renegotiate these terms and conditions if LUTCHER THEATER, INC. is unable to fulfill this agreement by virtue of any act or regulation of any public authority, or on account of any war situation or any other emergency, or acts of God or any other cause beyond its control on the basis of actual expenditure incurred in anticipation of this project.

2. LUTCHER THEATER, INC. agrees to use the tax revenue funds granted to it by the City of Orange only as provided by Section 351.00 et seq, V.T.C.A. Tax Code;

3. LUTCHER THEATER, INC. agrees to obligate any and all funds awarded to it for Fiscal Year 2017, beginning October 1, 2016, solely for the activities described in the LUTCHER THEATER, INC. Budget Document. Proposed amendments to the amounts reflected in the Grant Review Panel Recommendation are also subject to advance approval by the City Council.

4. Since expenditures of these funds are subject to City Audit, all such records must be maintained for three years or until a City audit has been completed and any questions arising from it have been resolved, whichever is the lesser period.

5. The City Manager, or his designated representative, shall, upon reasonable notice have the right to inspect all books and records of LUTCHER THEATER, INC. concerning the

expenditure of the funds granted under the terms of this contract.

6. LUTCHER THEATER, INC. agrees to indemnify, save harmless, and defend the CITY from any and all claims, causes of action, and damages of every kind arising from the operation LUTCHER THEATER, INC., its officers, agents and employees, carried out in furtherance of this agreement.

7. It is mutually understood and agreed that, in contracting for services, supplies, or any other related cost pertinent to the project covered by this agreement, LUTCHER THEATER, INC. shall perform all work and labor herein provided for as an independent contractor and under the sole supervision, management, direction and control of LUTCHER THEATER, INC. in accordance with the specifications above set out. The CITY shall look to LUTCHER THEATER, INC. for results only, and the CITY shall have no right at any time to direct or supervise LUTCHER THEATER, INC. or its servants or employees in the performance of such work or as to the manner, means and method in which work, labor, or project is performed, other than to comply with the conditions outlined in the project application and the terms of this contract.

8. The term of this contract shall be from October 1, 2016 through September 30, 2017.
EXECUTED IN DUPLICATE ORIGINALS this the 27th day of September 2016.

THE CITY OF ORANGE, TEXAS

Shawn Oubre, City Manager

ATTEST:

City Secretary

LUTCHER THEATER, INC.

Jim Clark, Executive Director

ATTEST:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FRIENDS OF THE ORANGE DEPOT FOR ALLOCATION OF HOTEL/MOTEL TAX FUNDS IN THE AMOUNT OF \$25,000.00 FOR FISCAL YEAR 2017.

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the City, said ordinance being effective February 12, 1974, and;

WHEREAS, the City of Orange desires that a portion of the proceed derived from said Hotel and Motel Occupancy Tax be used for the promotion of tourism and conventions in the City of Orange and it's vicinity, in accordance with Section 351.101, V.T.C.A. Tax Code; now therefore

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

That the City Manager is hereby authorized to execute on behalf of the City of Orange, Texas said contract for allocation of HOTEL/MOTEL TAX FUNDING in the amount of TWENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$25,000.00) DOLLARS to FRIENDS OF THE ORANGE DEPOT for fiscal year 2017.

PASSED, APPROVED and ADOPTED on this the 27TH day of September 2016.

Jimmy Sims, Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

STATE OF TEXAS §

COUNTY OF ORANGE §

This Agreement, executed in duplicate, is made and entered into by and between the **CITY OF ORANGE, TEXAS**, a municipal corporation hereinafter called "City", and **FRIENDS OF THE ORANGE DEPOT**.

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the CITY, said ordinance being made effective February 12, 1974; and

WHEREAS, the City of Orange desires that a portion of the proceeds derived from said Hotel and Motel Occupancy Tax be used for the promotion of tourism and conventions for the City of Orange and its vicinity, in accordance with Section 351.101, V.T.C.A. Tax Code;

NOW THEREFORE, in consideration of the promises and covenants herein, the City and Friends of the Orange Depot hereby agrees to the following terms and conditions:

1. Friends of the Orange Depot agrees to use the tax revenue funds granted by the City of Orange for consulting, architectural, or engineering fees associated with developing plans for use to remodel, reconstruct, or rehabilitate all or part of the building referred to as the "train depot";
2. Friends of the Orange Depot agrees to use the tax revenue funds granted by the City of Orange for the purpose of remodeling, reconstructing, rehabilitating or landscaping;
3. Friends of the Orange Depot agrees tax revenue funds granted by the City of Orange are not to be used for the furtherance of raising funds or grant writing efforts;
4. Friends of the Orange Depot agrees to use the tax revenue funds granted by the City of Orange only as provided by Section 351.00 et seq, V.T.C.A. Tax Code;
5. Friends of the Orange Depot agrees to obligate any and all funds awarded to it for Fiscal Year 2017, beginning October 1, 2016, solely for the activities described in the Friends of the Orange Depot Budget Document. Prior to the disbursement of any funds, Friends of the Orange Depot will present to the City Council of the City of Orange, Texas a detailed plan of action regarding the expenditure of said funds;
6. Friends of the Orange Depot agrees to supply, at least quarterly, copies of all invoices or other records of disbursement to support the expenditure of funds under Section 351.00

et seq, V.T.C.A. Tax Code;

7. Since expenditures of these funds are subject to City Audit, all such records must be maintained for three years or until a City Audit has been completed and any questions arising from it have been resolved, whichever is the lesser period.

8. The City Manager, or his designated representative, shall, upon reasonable notice, have the right to inspect all books and records of Friends of the Orange Depot concerning the expenditure of the funds granted under the terms of this contract.

9. Friends of the Orange Depot agrees to indemnify, save harmless, and defend the City from any and all claims, causes of action, and damages of every kind arising from the actions of Friends of the Orange Depot, its officers, agents and employees, carried out in furtherance of this agreement

10. The term of this contract shall be from October 1, 2016 through September 30, 2017.

EXECUTED IN DUPLICATE ORIGINALS this the 27TH day of September 2016.

THE CITY OF ORANGE, TEXAS

Shawn Oubre, City Manager

ATTEST:

City Secretary

Friends of the Orange Depot

Signature

Printed Name and Title

ATTEST:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE HERITAGE HOUSE MUSEUM FOR ALLOCATION OF HOTEL/MOTEL TAX FUNDS IN THE AMOUNT OF \$30,000.00 FOR FISCAL YEAR 2017.

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the City, said ordinance being effective February 12, 1974, and;

WHEREAS, the City of Orange desires that a portion of the proceeds derived from said Hotel and Motel Occupancy Tax be used for the promotion of the arts in the City of Orange in accordance with Section 351.103(c), V.T.C.A. Tax Code; now therefore

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

That the City Manager is hereby authorized to execute on behalf of the City of Orange, Texas said contract for allocation of Hotel/Motel Tax funding in the amount of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS to the HERITAGE HOUSE MUSEUM for fiscal year 2017.

PASSED, APPROVED and ADOPTED on this the 27th day of September 2016.

Jimmy Sims, Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

STATE OF TEXAS §

COUNTY OF ORANGE §

This Agreement, executed in duplicate, is made and entered into by and between the **CITY OF ORANGE, TEXAS**, a municipal corporation hereinafter called "City", and **THE HERITAGE HOUSE MUSEUM**, a non-profit corporation.

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the City, said ordinance being made effective February 12, 1974; and

WHEREAS, the City of Orange desires that a portion of the proceeds derived from said Hotel and Motel Occupancy Tax be used for local arts and historic preservation for the City of Orange, in accordance with Section 351.103(c), V.T.C.A. Tax Code;

NOW THEREFORE, in consideration of the promises and covenants herein, the City and **THE HERITAGE HOUSE MUSEUM** hereby agree to the following terms and conditions:

1. The City agrees to pay **THE HERITAGE HOUSE MUSEUM** an amount equal to THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS allocated in the specific categories as requested in museum budget.

2. **THE HERITAGE HOUSE MUSEUM** agrees to use the tax revenue funds granted to it by the City of Orange only as provided by Section 351.00 et seq, V.T.C.A. Tax Code;

3. **THE HERITAGE HOUSE MUSEUM** agrees to obligate any and all funds awarded to it for Fiscal Year 2017, beginning October 1, 2016, solely for activities related to the promotion of the arts and historical preservation in the City of Orange.

4. Since expenditures of these funds are subject to City Audit, all such records must be maintained for three years or until a City Audit has been completed and any questions arising from it have been resolved, whichever is the lesser period.

5. The City Manager, or his designated representative, shall, upon reasonable notice have the right to inspect all books and records of **THE HERITAGE HOUSE MUSEUM** concerning the expenditure of the funds granted under the terms of this contract.

6. **THE HERITAGE HOUSE MUSEUM** agrees to indemnify, save harmless, and

defend the City from any and all claims, causes of action, and damages of every kind arising from the actions of **THE HERITAGE HOUSE MUSEUM**, its officers, agents and employees, carried out in furtherance of this agreement.

7. The term of this contract shall be from October 1, 2016 through September 30, 2017.

EXECUTED IN DUPLICATE ORIGINALS this the 27th day of September 2016.

THE CITY OF ORANGE, TEXAS

Shawn Oubre, City Manager

ATTEST:

City Secretary

THE HERITAGE HOUSE MUSEUM

Signature

Printed Name and Title

ATTEST:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE GREATER ORANGE AREA CHAMBER OF COMMERCE FOR ALLOCATION OF HOTEL/MOTEL TAX FUNDS IN THE AMOUNT OF \$48,000.00 FOR FISCAL YEAR 2017.

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the City, said ordinance being effective February 12, 1974, and;

WHEREAS, the City of Orange desires that a portion of the proceed derived from said Hotel and Motel Occupancy Tax be used for the promotion of tourism and conventions in the City of Orange and it's vicinity, in accordance with Section 351.101, V.T.C.A. Tax Code; now therefore

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

That the City Manager is hereby authorized to execute on behalf of the City of Orange, Texas said contract for allocation of HOTEL/MOTEL TAX FUNDING in the amount of FORTY-EIGHT THOUSAND AND NO/100 (\$48,000.00) DOLLARS to the GREATER ORANGE AREA CHAMBER OF COMMERCE for fiscal year 2017.

PASSED, APPROVED and ADOPTED on this the 27TH day of September 2016.

Jimmy Sims, Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

STATE OF TEXAS §

COUNTY OF ORANGE §

This Agreement, executed in duplicate, is made and entered into by and between the **CITY OF ORANGE, TEXAS**, a municipal corporation hereinafter called "City", and the **GREATER ORANGE AREA CHAMBER OF COMMERCE**, a non-profit corporation, hereinafter called "**Chamber**".

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the CITY, said ordinance being made effective February 12, 1974; and

WHEREAS, the **City of Orange** desires that a portion of the proceeds derived from said Hotel and Motel Occupancy Tax be used for the promotion of tourism and conventions for the City of Orange and its vicinity, in accordance with Section 351.101, V.T.C.A. Tax Code;

NOW THEREFORE, in consideration of the promises and covenants herein, the City and the **Chamber** hereby agree to the following terms and conditions:

1. The City agrees to pay **CHAMBER** an amount equal to FORTY-EIGHT THOUSAND AND NO/100 (\$48,000.00) DOLLARS in Hotel/Motel tax funds, said funds allocated in the specific categories as budgeted for the following activities:

Mardi Gras Parade	\$ 8,000.00
National Fishing Tournament	30,000.00
Sabine RiverFront Festival	5,000.00
High School Fishing Tournament	5,000.00

2. **CHAMBER** agrees to use the tax revenue funds granted by the City of Orange only as provided by Section 351.00 et seq, V.T.C.A. Tax Code;

3. Prior to the disbursement of any funds, **CHAMBER** will present to the City Council of the City of Orange, Texas a detailed plan of action regarding the expenditure of said funds;

4. **CHAMBER** agrees to supply, at least quarterly, copies of all invoices or other records of disbursement to support the expenditure of funds under Section 351.00 et seq, V.T.C.A. Tax Code;

5. **CHAMBER** agrees to obligate any and all funds awarded to it for Fiscal Year 2017, beginning October 1, 2016, solely for activities related to tourism through advertising and promotion

of the following activities:

Mardi Gras Parade	\$ 8,000.00
National Fishing Tournament	30,000.00
Sabine RiverFront Festival	5,000.00
High School Fishing Tournament	5,000.00

6. Since expenditures of these funds are subject to City Audit, all such records must be maintained for three years or until a City Audit has been completed and any questions arising from it have been resolved, whichever is the lesser period.

7. The City Manager, or his designated representative, shall, upon reasonable notice, have the right to inspect all books and records of **CHAMBER** concerning the expenditure of the funds granted under the terms of this contract.

8. **CHAMBER** agrees to indemnify, save harmless, and defend the City from any and all claims, causes of action, and damages of every kind arising from the actions of **CHAMBER**, its officers, agents and employees, carried out in furtherance of this agreement.

9. The term of this contract shall be from October 1, 2016 through September 30, 2017.

EXECUTED IN DUPLICATE ORIGINALS this the 27th day of September 2016.

THE CITY OF ORANGE, TEXAS

Shawn Oubre, City Manager

ATTEST:

City Secretary

**GREATER ORANGE AREA
CHAMBER OF COMMERCE**

Ida Schossow, Executive Director

ATTEST:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GULF COAST CAJUN FOR ALLOCATION OF HOTEL/MOTEL TAX FUNDS IN THE AMOUNT OF \$5,000.00 FOR FISCAL YEAR 2017.

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the City, said ordinance being effective February 12, 1974, and;

WHEREAS, the City of Orange desires that a portion of the proceed derived from said Hotel and Motel Occupancy Tax be used for the promotion of tourism and conventions in the City of Orange and it's vicinity, in accordance with Section 351.101, V.T.C.A. Tax Code; now therefore

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

That the City Manager is hereby authorized to execute on behalf of the City of Orange, Texas said contract for allocation of HOTEL/MOTEL TAX FUNDING in the amount of FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00) DOLLARS to GULF COAST CAJUN for fiscal year 2017.

PASSED, APPROVED and ADOPTED on this the 27th day of September 2016.

Jimmy Sims, Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

STATE OF TEXAS §

COUNTY OF ORANGE §

This Agreement, executed in duplicate, is made and entered into by and between the **CITY OF ORANGE, TEXAS**, a municipal corporation hereinafter called "City", and **GULF COAST CAJUN**.

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the CITY, said ordinance being made effective February 12, 1974; and

WHEREAS, the City of Orange desires that a portion of the proceeds derived from said Hotel and Motel Occupancy Tax be used for the promotion of tourism and conventions for the City of Orange and its vicinity, in accordance with Section 351.101, V.T.C.A. Tax Code;

NOW THEREFORE, in consideration of the promises and covenants herein, the City and Gulf Coast Cajun hereby agree to the following terms and conditions:

1. The City agrees to pay Gulf Coast Cajun an amount equal to FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00) DOLLARS in Hotel/Motel tax funds, to advertise and promote tourism in the City of Orange.

2. Gulf Coast Cajun agrees to use the tax revenue funds granted by the City of Orange only as provided by Section 351.00 et seq, V.T.C.A. Tax Code;

3. Gulf Coast Cajun agrees to obligate any and all funds awarded to it for Fiscal Year 2017, beginning October 1, 2016, solely for the activities described in the Gulf Coast Cajun Budget Document. Prior to the disbursement of any funds, Gulf Coast Cajun will present to the City Council of the City of Orange, Texas a detailed plan of action regarding the expenditure of said funds;

4. Gulf Coast Cajun agrees to supply, at least quarterly, copies of all invoices or other records of disbursement to support the expenditure of funds under Section 351.00 et seq, V.T.C.A. Tax Code;

5. Since expenditures of these funds are subject to City Audit, all such records must be maintained for three years or until a City Audit has been completed and any questions arising from it have been resolved, whichever is the lesser period.

6. The City Manager, or his designated representative, shall, upon reasonable notice,

have the right to inspect all books and records of Gulf Coast Cajun concerning the expenditure of the funds granted under the terms of this contract.

7. Gulf Coast Cajun agrees to indemnify, save harmless, and defend the City from any and all claims, causes of action, and damages of every kind arising from the actions of Gulf Coast Cajun, its officers, agents and employees, carried out in furtherance of this agreement.

8. The term of this contract shall be from October 1, 2016 through September 30, 2017.

EXECUTED IN DUPLICATE ORIGINALS this the 27th day of September 2016.

THE CITY OF ORANGE, TEXAS

Shawn Oubre, City Manager

ATTEST:

City Secretary

Gulf Coast Cajun

Signature

Printed Name and Title

ATTEST:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ORANGE TRADE DAYS, LLC FOR ALLOCATION OF HOTEL/MOTEL TAX FUNDS IN THE AMOUNT OF \$5,000.00 FOR FISCAL YEAR 2017.

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the City, said ordinance being effective February 12, 1974, and;

WHEREAS, the City of Orange desires that a portion of the proceed derived from said Hotel and Motel Occupancy Tax be used for the promotion of tourism and conventions in the City of Orange and it's vicinity, in accordance with Section 351.101, V.T.C.A. Tax Code; now therefore

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

That the City Manager is hereby authorized to execute on behalf of the City of Orange, Texas said contract for allocation of HOTEL/MOTEL TAX FUNDING in the amount of FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS to the ORANGE TRADE DAYS, LLC for fiscal year 2017.

PASSED, APPROVED and ADOPTED on this the 27th day of September 2016.

Jimmy Sims, Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

STATE OF TEXAS §

COUNTY OF ORANGE §

This Agreement, executed in duplicate, is made and entered into by and between the **CITY OF ORANGE, TEXAS**, a municipal corporation hereinafter called "City", and **ORANGE TRADE DAYS, LLC**.

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the CITY, said ordinance being made effective February 12, 1974; and

WHEREAS, the City of Orange desires that a portion of the proceeds derived from said Hotel and Motel Occupancy Tax be used for the promotion of tourism and conventions for the City of Orange and its vicinity, in accordance with Section 351.101, V.T.C.A. Tax Code;

NOW THEREFORE, in consideration of the promises and covenants herein, the City and Orange Trade Days, LLC hereby agree to the following terms and conditions:

1. The City agrees to pay Orange Trade Days, LLC an amount equal to FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS in Hotel/Motel tax funds, to advertise and promote tourism in the City of Orange.
2. Orange Trade Days, LLC agrees to use the tax revenue funds granted by the City of Orange only as provided by Section 351.00 et seq, V.T.C.A. Tax Code;
3. Orange Trade Days, LLC agrees to obligate any and all funds awarded to it for Fiscal Year 2017, beginning October 1, 2016, solely for the activities described in the Orange Trade Days, LLC Budget Document. Prior to the disbursement of any funds, Orange Trade Days, LLC will present to the City Council of the City of Orange, Texas a detailed plan of action regarding the expenditure of said funds;
4. Orange Trade Days, LLC agrees to supply, at least quarterly, copies of all invoices or other records of disbursement to support the expenditure of funds under Section 351.00 et seq, V.T.C.A. Tax Code;
5. Since expenditures of these funds are subject to City Audit, all such records must be maintained for three years or until a City Audit has been completed and any questions arising from it have been resolved, whichever is the lesser period.
6. The City Manager, or his designated representative, shall, upon reasonable notice,

have the right to inspect all books and records of Orange Trade Days, LLC concerning the expenditure of the funds granted under the terms of this contract.

7. Orange Trade Days, LLC agrees to indemnify, save harmless, and defend the City from any and all claims, causes of action, and damages of every kind arising from the actions of Orange Trade Days, LLC, its officers, agents and employees, carried out in furtherance of this agreement.

8. The term of this contract shall be from October 1, 2016 through September 30, 2017.

EXECUTED IN DUPLICATE ORIGINALS this the 27th day of September 2016.

THE CITY OF ORANGE, TEXAS

Shawn Oubre, City Manager

ATTEST:

City Secretary

ORANGE TRADE DAYS, LLC

William Snyder

ATTEST:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SOUTH EAST TEXAS ARTS COUNCIL FOR ALLOCATION OF HOTEL/MOTEL TAX FUNDS FOR ADVERTISING AND PROMOTION OF TOURISM IN THE AMOUNT OF \$10,000.00 FOR FISCAL YEAR 2017.

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the City, said ordinance being effective February 12, 1974, and;

WHEREAS, the City of Orange desires that a portion of the proceed derived from said Hotel and Motel Occupancy Tax be used for the promotion of the arts and that a portion of the proceed be used for advertising and promotion of tourism in the City of Orange in accordance with Section 351.103(c), V.T.C.A. Tax Code; now therefore

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

That the City Manager be and is hereby authorized to execute on behalf of the City of Orange, Texas said contract for allocation of Hotel/Motel Tax funding in the amount of TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS to the SOUTH EAST TEXAS ARTS COUNCIL for fiscal year 2017 for advertising and promotion of tourism.

PASSED, APPROVED and ADOPTED on this the 27th day of September 2016.

Jimmy Sims, Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

STATE OF TEXAS §

COUNTY OF ORANGE §

This Agreement, executed in duplicate, is made and entered into by and between the **CITY OF ORANGE, TEXAS**, a municipal corporation hereinafter called "City", and the **SOUTH EAST TEXAS ARTS COUNCIL**, a non-profit corporation, hereinafter called "SETAC".

WHEREAS, the City Council of the City of Orange has enacted an ordinance levying a tax upon hotel and motel occupancy within the city, said ordinance being made effective February 12, 1974; and

WHEREAS, the City of Orange desires that a portion of the proceeds derived from said Hotel and Motel Occupancy Tax be used for local arts and historic preservation for the City of Orange and its vicinity, in accordance with Section 351.103(c), V.T.C.A. Tax Code;

NOW THEREFORE, in consideration of the promises and covenants herein, the City and SETAC hereby agree to the following terms and conditions:

1. The CITY agrees to pay SETAC an amount equal to TEN THOUSAND AND NO/100 (\$10,000.00) to be expended for the production and distribution of *Off Ramp Magazine*, to advertise and promote tourism in the City of Orange;

The CITY further agrees to renegotiate these terms and conditions if SETAC is unable to fulfill this agreement by virtue of any act or regulation of any public authority, or on account of any war situation or any other emergency, or acts of God or any other cause beyond its control on the basis of actual expenditure incurred in anticipation of this project.

2. SETAC agrees to use the tax revenue funds granted to it by the City of Orange only as provided by Section 351.00 et seq, V.T.C.A. Tax Code;

3. SETAC agrees to obligate any and all funds awarded to it for Fiscal Year 2017, beginning October 1, 2016, solely for the activities described in the SETAC Budget Document. Proposed amendments to the amounts reflected in the Grant Review Panel Recommendation are also subject to advance approval by the City Council.

4. Since expenditures of these funds are subject to City Audit, all such records must be maintained for three years or until a City audit has been completed and any questions arising from it have been resolved, whichever is the lesser period.

5. The City Manager, or his designated representative, shall, upon reasonable notice have the right to inspect all books and records of SETAC concerning the expenditure of the funds

granted under the terms of this contract.

6. SETAC agrees to indemnify, save harmless, and defend the CITY from any and all claims, causes of action, and damages of every kind arising from the operation SETAC, its officers, agents and employees, carried out in furtherance of this agreement.

7. It is mutually understood and agreed that, in contracting for services, supplies, or any other related cost pertinent to the project covered by this agreement, SETAC shall perform all work and labor herein provided for as an independent contractor and under the sole supervision, management, direction and control of SETAC in accordance with the specifications above set out. The CITY shall look to SETAC for results only, and the CITY shall have no right at any time to direct or supervise SETAC or its servants or employees in the performance of such work or as to the manner, means and method in which work, labor, or project is performed, other than to comply with the conditions outlined in the project application and the terms of this contract.

8. The term of this contract shall be from October 1, 2016 through September 30, 2017.
EXECUTED IN DUPLICATE ORIGINALS this the 27th day of September 2016.

THE CITY OF ORANGE, TEXAS

Shawn Oubre, City Manager

ATTEST:

City Secretary

**SOUTHEAST TEXAS ARTS
COUNCIL**

Sue Bard, Executive Director

ATTEST:

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

August 30, 2016

To: Dr. Shawn Oubre, City Manager

From: James B. Wolf, Public Works Director

Re: Interlocal Agreement
Texas Department of Transportation (TxDOT)
Travel Information Center Logs

Attached is an Interlocal Agreement which allows TxDOT to pick up six (6) logs. These remnants of the original 1936 cabin, are to be donated and used at the Orange Travel Information Center in a future display that will preserve Orange and TxDOT history. Please put this agreement on the next City Council agenda.

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation	TxDOT
City of Orange, Texas	Local Government

II. PURPOSE: To obtain wooden logs from original 1936 Travel Information Center in Orange, Texas

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed **\$0.00** and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on Pick up or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

CITY OF ORANGE

By _____ Date _____
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS

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

By _____ Date _____
Kenneth Stewart
Director of Contract Services

ATTACHMENT A
Scope of Services

Background:

The City of Orange has agreed to transfer six logs held in their possession since 2004 and believed to belong to the original 1936 Travel Information Center, located in Orange, Texas.

The City Council at the June 25, 2013 meeting directed staff to move forward with the demolition of the damaged structure, and with the recommendation that any logs that are salvageable would be saved and possibly used in a future project.

Legacy- Retention of TxDOT History for future display and/or crafted into works of art to be displayed at the Orange Travel Information Center. If possible have a miniature replica of the original 1936 log Travel Information Center or a bench to sit on. The donation will preserve Orange and TxDOT history. The logs are remnants of the original 1936 log cabin.

Scope:

The Texas Department of Transportation will pick up six ten foot long wooden logs from the City of Orange, 303 N 8th Street Orange, TX 77630 and remove them to the Beaumont District Headquarters, 8350 Eastex Freeway, Beaumont, Texas 77708.

ATTACHMENT B

Budget

There will be no exchange of funds for this agreement.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	City of Orange 803 W. Green Ave Orange, Texas 77630
TxDOT:	Travel Information Division 150 E. Riverside Drive Austin, Texas 78704

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E
Location Maps Showing Project



A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE REMOVAL OF SIX (6) LOGS FOR PRESERVATION PURPOSES.

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 an Interlocal Agreement with the Texas Department of Transportation to pick up (6) logs from a 1936 cabin to be used in a future display.

PASSED and **APPROVED** on this the 27th day of September 2016.

Jimmy Sims, Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney



**CITY OF ORANGE OFFICE OF EMERGENCY
MANAGEMENT**

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

Wednesday, August 31, 2016

TO: Dr. Shawn Oubre

FROM: Lee Anne Brown

SUBJECT: RFP

With the recent request for Hazard Mitigation assistance from citizens from within the City of Orange, the City advertised for an RFP for Grant Application and Project Management services. Mr. Greg Wobbe with MPTX was the sole submitter of an RFP. Given that no one else submitted an RFP and given the City's positive work history with Mr. Wobbe, it is my recommendation that we review his proposal and if found to be acceptable, accept Mr. Wobbe's submission for service.

Lee Anne Brown

RESOLUTION

A resolution for the City of Orange Department of Emergency Management to enter into an agreement with Mr. Greg Wobbe, MPTX Associates, Inc., for the services of Grant Application and Project Management.

WHEREAS, the City Council for the City of Orange finds it in the best interest of the citizens of Orange, that an agreement with Mr. Greg Wobbe of MPTX Inc. to assist with the grant application process to include grant application and project management for FEMA Hazard Mitigation Grant Programs.

WHEREAS, the City Council for the City of Orange designates Dr. Shawn Oubre as the authorized official for the City of Orange.

NOW, THEREFORE, BE IT RESOVLED that the City Council for the City of Orange approves the submission of a Request for Proposal (RFP) from Mr. Greg Wobbe for services as outlined in the RFP.

PASSED, APPROVED AND ADOPTED on this 27th day of September 2016.

Jimmy Sims, Mayor

ATTEST:

City Secretary

Approved:

City Attorney



Charles E. Reed & Associates, P.C.

Certified Public Accountants & Consultants

Member

American Institute of
Certified Public Accountants

Texas Society of
Certified Public Accountants

AICPA Private
Companies Practice Section

August 19, 2016

Honorable Mayor and Council of
City of Orange, Texas

We are pleased to confirm our understanding of the services we are to provide City of Orange, Texas for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Orange, Texas as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Orange, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Orange, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedules
- 3) GASB-required supplementary pension
- 4) Other Post-employment Benefits (OPEB) schedules

We have also been engaged to report on supplementary information other than RSI that accompanies City of Orange, Texas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Comprehensive Annual Financial Report (CAFR): combining statements, individual fund statements, and supporting schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Comprehensive Annual Financial Report (CAFR): statistical data

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- o Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- o Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor and City Council of City of Orange, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Orange's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Orange's major programs. The purpose of these procedures will be to express an opinion on City of Orange's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Service

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Orange in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the

Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Orange, Texas. However, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Charles E. Reed & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Charles E. Reed & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 15, 2016 and to issue our reports no later than March 31, 2017. Charles G. Reed, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). We agree that our gross fee, including expenses, will not exceed our proposed amount of \$29,800 for the City of Orange. Should the City of Orange need assistance in the preparation of its financial statements, we will discuss in advance any additional fees and come to an agreement in advance before any additional fees are incurred. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and

the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Orange, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Charles E. Reed & Associates, P.C.

Charles E. Reed & Associates, P.C.

Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Orange, Texas.

By: _____

Title: _____

Date: _____

FARRIS & FARRIS, CPA'S

CERTIFIED PUBLIC ACCOUNTANTS

PAUL W. FARRIS, CPA
DEBRA E. FARRIS, CPA

13434 Leopard St., #A-29-A
Corpus Christi, TX 78410

(361) 241-0656
Fax (361) 241-0658
farriscpa@aol.com

System Review Report

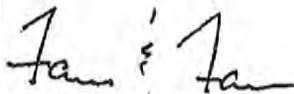
November 25, 2013

To the Shareholders
Charles E. Reed & Associates, P.C.
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Charles E. Reed & Associates, P.C. (the firm) in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the Government Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of Charles E. Reed & Associates, P.C. in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Charles E. Reed & Associates, P.C. has received a peer review rating of pass.



Farris & Farris, CPA's

February 18, 2014

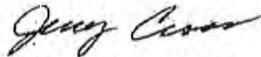
Charles Goodwyn Reed, CPA
Charles E. Reed & Assoc., P. C.
3636 Professional Dr
Port Arthur, TX 77642

Dear Mr. Reed:

It is my pleasure to notify you that on February 17, 2014 the Texas Society of CPAs 2013-14 Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is December 31, 2016. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Jerry L. Cross, CPA
Director, Peer Review
jcross@tscpa.net 800 428-0272

cc: Paul Wesley Farris

Firm Number: 10057469

Review Number 351693

Letter ID: 863966

MOTION

Motion acknowledging receipt of the Engagement Letter for the audit of Fiscal Year 2016 with the auditing firm of Charles E. Reed & Associates, P.C.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016



Charles E. Reed & Associates, P.C.

Certified Public Accountants & Consultants

Member

American Institute of
Certified Public Accountants

Texas Society of
Certified Public Accountants

AICPA Private
Companies Practice Section

August 30, 2016

Board of Directors
Orange Economic Development Corporation
Orange, Texas

We are pleased to confirm our understanding of the services we are to provide Orange Economic Development Corporation for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Orange Economic Development Corporation as of and for the year ended September 30, 2016 Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Orange Economic Development Corporation's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Orange Economic Development Corporation's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparisons schedules

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Orange Economic Development Corporation's financial statements. Our report will be addressed to Board of Directors of Orange Economic Development Corporation. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Orange Economic Development Corporation's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Orange Economic Development Corporation in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Charles E. Reed and Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to U. S. Government Accountability Office, or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of [CPA Firm's Name] personnel. Furthermore, upon request, we may provide copies of selected audit documentation to U. S. Government Accountability Office or its designee. The U. S. Government Accountability Office or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately November 15, 2016 and to issue our reports no later than January 15, 2017. Charles G. Reed, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$5,610. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Orange Economic Development Corporation and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

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

Certified Public Accountants and Consultants

RESPONSE:

This letter correctly sets forth the understanding of Orange Economic Development Corporation

By: _____

Title: _____

Date: _____

FARRIS & FARRIS, CPA'S

CERTIFIED PUBLIC ACCOUNTANTS

PAUL W. FARRIS, CPA
DEBRA E. FARRIS, CPA

13434 Leopard St., #A-29-A
Corpus Christi, TX 78410

(361) 241-0656
Fax (361) 241-0658
farriscpa@rcf.com

System Review Report

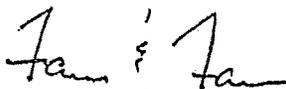
November 25, 2013

To the Shareholders
Charles E. Reed & Associates, P.C.
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Charles E. Reed & Associates, P.C. (the firm) in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the Government Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of Charles E. Reed & Associates, P.C. in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Charles E. Reed & Associates, P.C. has received a peer review rating of pass.



Farris & Farris, CPA's

AICPA Peer Review Program
and TSCPA Peer Review Program
Administered by the Texas Society of CPAs



February 18, 2014

Charles Goodwyn Reed, CPA
Charles E. Reed & Assoc., P. C.
3636 Professional Dr
Port Arthur, TX 77642

Dear Mr. Reed:

It is my pleasure to notify you that on February 17, 2014 the Texas Society of CPAs 2013-14 Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is December 31, 2016. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

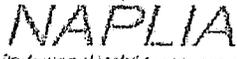
Jerry L. Cross, CPA
Director, Peer Review
jcross@tscpa.net 800 428-0272

cc: Paul Wesley Farris

Firm Number: 10057469

Review Number 351693

Letter ID: 863966



NORTH AMERICAN PROFESSIONAL LIABILITY INSURANCE AGENCY, LLC
 151 Broadway Street, Suite 204, Hingham, MA 01930
 Phone: (508) 542-7347 Fax: (508) 555-1899
 www.naplia.com

VERIFICATION OF INSURANCE & BINDER

ISSUED TO: Charles E. Reed & Associates, P.C.

We, the undersigned Insurance Brokers, hereby verify that **Berkley Insurance Company** has issued the following described insurance, and which is in force as of the date hereof.

Accountant's Professional Liability Insurance

Policy Number:	Insurer:	Period:
1446712	Berkley Insurance Company	12 months commencing 12:01 a.m. 02/28/2016

LIMIT: \$1,000,000 each claim / \$1,000,000 annual aggregate (as provided for in the policy wording)

RETENTION: \$5,000 each claim (as more fully described in the policy wording)

PRIOR ACTS DATE: Full Prior Acts

ENDORSEMENTS: As quoted

CANCELLATION: Should the above described policy be cancelled before the expiration thereof, we shall endeavor to mail 30 days written notice to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives, subject to the terms, conditions, exclusions, and limitations of the policy.

Certificate Holder(s): Charles E. Reed & Associates, P.C.
3636 Professional Dr.
Port Arthur, Texas 77642-3848

This document is furnished as a matter of information only. The issuance of this document does not make the person or organization to which it is issued an additional insured, nor does it modify in any manner the contract of insurance between the Insured and the Insurers. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

North American Professional Liability Insurance Agency:
Dogan Tuncel
March 1, 2016

MOTION

Motion approving the Orange Economic Development Corporation's motion authorizing the President to execute an engagement letter for the audit of fiscal year 2016 with the auditing firm of Charles E. Reed & Associates, P.C.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

MOTION

Motion authorizing payment in the amount of \$4,655.64 per month, to be paid on or before the 15th of each month, to Jerry V. Pennington, Municipal Court Judge, for a period ending September 30, 2017.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

MOTION

Motion authorizing payment in the amount of \$2,728.58 per month, to be paid on or before the 15th of each month, to Cimron Campbell, Municipal Court Prosecutor, for a period ending September 30, 2017.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

MOTION

Motion extending the agreement with George B. Barron, Alternate/Assistant Municipal Court Judge, for a period ending September 30, 2017.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

MEMORANDUM

September 19, 2016

To: Shawn Oubre, City Manager
From: Cheryl Zeto, Director of Finance
Subject: Workers' Compensation Insurance - Fiscal Year 2017

Please include an item on the next City Council Agenda for payment authorization in the amount of \$33,114.20 to Texas Municipal League Intergovernmental Risk Pool for contribution premiums for Workers' Compensation Coverage for Fiscal Year 2017.

Total Workers' Compensation premiums for Fiscal Year 2017 will be \$33,790.00. The City will receive a 2% discount by paying the contribution premium on an annual basis. The discount that will be received this year is \$675.80. The net amount for premium contributions would then be \$33,114.20.

The City will see a (21.39%) decrease in premiums for FY 2017. The total premium for FY 2016 was \$42,126.28.

The City's experience modifier is .51 and the fund discount is at the funds flat 20%. The City's experience modifier went from .69 in FY 2016 to .51 in FY 2017. The experience modifier is calculated using the prior three years history. The fund discount remained the same. The City receives a deductible credit for holding our own reserves on claims up to \$100,000. This credit is 79.29% for FY 2017 and the credit was 79.29% for FY 2016.

I will also need payment approval for the claims and administration fees. Under the present Workers' Compensation Coverage the City is required to pay claims as they are incurred, plus a 2% administration fees for claims processing (on claims prior to 10/1/01). We also pay a per claim fee of \$1,700.00 for indemnity claims or \$190.00 for medical only claims. It is estimated that the cost for payments fees and administration will be approximately \$10,000.

Information is attached which gives background on the City's Workers' Compensation coverage, funding and fund history.

Attachment

*City of Orange
Workers' Compensation*

The City is partially self insured in regards to Workers' Compensation. At this time the City pays a minimum contribution premium to Texas Municipal League at the beginning of the year. During the year TML bills the City for actual claims, administration and claims paying fees as they occur. The City has a stop loss on claims of \$100,000 per claim.

Under this plan the City makes transfers into the Workers' Compensation Fund on a monthly basis as if we were covered under a standard premium arrangement. These transfers supply the funds to pay contribution premiums, claims, administration and claims paying fees and contribute to a reserve for claims liability. The reserve is to cover any claims presently outstanding plus any claims anticipated for the current year up to \$100,000 per occurrence.

Since the City is partially self insured we do not always raise the rate charged back to our funds when TML raises WC premiums to their standard insurers. This has worked well in the past and we have only had three times since 1993 where our reserves were below the projected need. At the present time the City's reserve are within limits. For this reason the City has not budgeted an increase in the rates being charged to the individual departments for fiscal year 2017.

At August 2016 the Workers' Compensation Fund had a cash and investment balances of \$693,046 to pay outstanding and future claims. The City uses 10 years of claims history to calculate our reserve requirement. At June 2016 the City had claims outstanding for prior 10 year period of \$44,340. The City also had a potential catastrophic liability for future claims in the amount of \$125,252 for an average year and an additional \$138,732 for a catastrophic high year. The total estimated reserve requirement for June 2016 was \$308,324 which is the combination of these three reserve requirements.

It was anticipated that the City would have excess reserves of \$335,658 at the end of fiscal year 2016. These excess reserve act as a safety cushion for any claim year that might exceed our average or catastrophic high year claims.

Over the last ten years Workers' Compensation Claims (City's deductible claims paid) on an annual basis have varied from a low of \$49,013 in FY 2013 to a high of \$205,613 in FY 2012.

MOTION

Motion authorizing payment in the amount of \$33,114.20 to the Texas Municipal League for Workers' Compensation Insurance for Fiscal Year 2017.

Claims and administration fees are also approved for payment to the Texas Municipal League as follows:

<u>Claims</u>		<u>Actual Claims</u>
<i>Claims Payment Fee - Claims prior to 10/01/01</i>	<i>\$</i>	<i>2% of Claim</i>
<i>Per Occurrence Administration Fee</i>	<i>\$</i>	<i>1,700.00 for Indemnity Claims</i>
<i>Per Occurrence Administration Fee</i>	<i>\$</i>	<i>190.00 for Medical Only Claims</i>

Jimmy Sims, Mayor

Attest:

City Secretary

September 27, 2016

MEMORANDUM

September 19, 2016

To: Shawn Oubre, City Manager
From: Cheryl Zeto, Director of Finance
Subject: Property/Liability Insurance FY 2017

Please place an item on the next City Council Agenda for payment authorization to Texas Municipal League in the amount of \$251,841.38. This amount represents the annual premium amounts for property and liability insurance (except for flood insurance Zones "A" and "Z" and coverage for the City's underground fuel storage tanks) for the City.

The City is eligible for a 2% discount for paying the TML Property/Liability premium on an annual basis. This discount is reflected in the amount above.

The total payment is calculated as the original premium amount of \$256,981.00 less a 2% discount of \$5,139.62.

Overall there is a 9.67% increase in the City's property/liability insurance premiums for FY 2017. Various factors contributed to the change in the City's premiums. The major changes are detailed below:

Liability Coverage

1. *General liability has a 4.94% increase in various classes.*
2. *Auto liability has an increase of 11.23%.*
3. *Public officials liability has a (9.23%) decrease.*
4. *Law enforcement liability has a 2.12% increase.*
5. *The total change in liability premiums is \$3,527.00, which is a 4.05% increase from last year.*

Property Coverage

1. *Property coverage has no rate change. Continuation of last year, an inflation factor of 1.25% applied to building values (in lieu of property valuation updates every 4-5 years).*
2. *The property experience modifier surcharge of the City will remain the same at 1.00. The City is not being charge a surcharge greater than 1.00 because the City's losses have not exceeded contributions in the last five fiscal years.*
4. *The total change in real and personal property premiums is \$19,207.00, which is a 13.05% increase from last year.*
5. *The Property Wind/Hail policy's deductible changed to a per building basis from a per incident basis. However, TML offered an option to "buy-back" the deductible to the per incident basis for an additional premium of \$4,737.00. The City opted to take advantage of this and the additional amount is included in the total premium.*

A comparison of premium costs for Fiscal Years 2009 through 2017 is attached.

City of Orange
Property/Liability Insurance Coverage

	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013	FY 2012	FY 2011	FY 2010	FY 2009
Liability Coverage									
Automobile Liability	\$43,592.00	\$39,184.00	\$48,374.00	\$51,125.00	\$52,312.00	\$53,103.00	\$40,597.00	\$37,689.00	\$37,441.00
Errors/Omissions	\$17,267.00	\$19,024.00	\$29,504.00	\$31,035.00	\$30,943.00	\$29,258.00	\$21,856.00	\$22,481.00	\$21,652.00
General Liability	\$9,863.00	\$9,399.00	\$14,064.00	\$16,635.00	\$17,201.00	\$17,096.00	\$14,955.00	\$16,198.00	\$17,394.00
Law Enforcement	\$19,835.00	\$19,423.00	\$24,749.00	\$27,458.00	\$28,641.00	\$27,414.00	\$22,301.00	\$21,458.00	\$19,969.00
Subtotal of Liability	\$90,557.00	\$87,030.00	\$116,691.00	\$126,253.00	\$129,097.00	\$126,871.00	\$99,709.00	\$97,826.00	\$96,456.00
Property Coverage									
Auto Physical Damage	\$30,168.00	\$27,003.00	\$26,813.00	\$28,676.00	\$26,266.00	\$26,189.00	\$26,678.00	\$24,737.00	\$25,391.00
Mobile Equipment	\$4,683.00	\$4,677.00	\$4,677.00	\$4,868.00	\$4,667.00	\$4,302.00	\$4,392.00	\$4,735.00	\$4,628.00
Real/Personal Property	\$130,045.00	\$114,109.00	\$112,594.00	\$115,157.00	\$107,945.00	\$94,487.00	\$94,302.00	\$111,934.00	\$92,478.00
Crime/Dishonesty/Theft	\$1,528.00	\$1,428.00	\$1,428.00	\$1,490.00	\$1,528.00	\$1,519.00	\$1,519.00	\$1,688.00	\$1,688.00
Subtotal of Property	\$166,424.00	\$147,217.00	\$145,512.00	\$150,191.00	\$140,406.00	\$126,497.00	\$126,891.00	\$143,094.00	\$124,185.00
Total	\$256,981.00	\$234,247.00	\$262,203.00	\$276,444.00	\$269,503.00	\$253,368.00	\$226,600.00	\$240,920.00	\$220,641.00
Less 2% Discount	\$5,139.62	\$4,609.18	\$5,015.36	\$5,528.88	\$5,390.06	\$7,391.64	\$6,798.00	\$7,227.60	\$6,619.23
Net Annual Premium	\$251,841.38	\$229,637.82	\$257,187.64	\$270,915.12	\$264,112.94	\$245,976.36	\$219,802.00	\$233,692.40	\$214,021.77
% Change	9.67%	-10.71%	-5.07%	2.58%	7.37%	11.91%	-5.94%	9.19%	-8.28%
Return of Equity	\$0.00	\$3,788.00	\$11,435.00	\$0.00	\$5,709.00	\$6,980.00	\$9,783.00	\$8,681.00	\$0.00
Total	\$251,841.38	\$225,849.82	\$245,752.64	\$270,915.12	\$258,403.94	\$238,996.36	\$210,019.00	\$225,011.40	\$214,021.77

MOTION

Motion authorizing payment in the amount of \$251,841.38 to the Texas Municipal League for Property and Liability Insurance for Fiscal Year 2017.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

MEMORANDUM

To: Dr. Shawn Oubre Ph.D., City Manager
From: Kelvin Knauf, Director of Planning and Community Development
Subject: Consider a motion appointing Ledet MaQuettia to the Planning and Zoning Commission for a term ending September 13, 2018
Date: August 24, 2016

Background

The City Charter provides for a seven (7) member Planning and Zoning Commission. Four (4) of the Commission members have terms that expire in odd-numbered year and three (3) of the members have terms that expire in even number years. The current members of the Planning and Zoning Commission are:

Cullin Smith term expires September 12, 2017 (odd year)

Joe Love term expires September 12, 2016 (even year)

Jim Pledger term expires September 12, 2017 (odd year)

Michael Smith term expires September 16, 2016 (even year)

The Planning and Zoning Commission has three vacant positions (two even-numbered year positions and one odd-numbered year position).

Attached for your consideration is an application from Ms. Ledet MaQuettia. Ms. MaQuettia has been a resident of Orange for 35 years and is eligible for appointment to the Planning and Zoning Commission.

Recommendation

I recommend that the City Council appoint Ledet MaQuettia to the Planning and Zoning Commission for a term ending September 13, 2018 (even numbered year).

MOTION

Motion appointing Ledet MaQuettia to the Planning and Zoning Commission for a term ending September 27, 2018.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

MEMORANDUM

To: Dr. Shawn Oubre Ph.D., City Manager
From: Kelvin Knauf, Director of Planning and Community Development
Subject: Consider a motion re-appointing Joe Love to the Planning and Zoning Commission for a term ending September 12, 2018
Date: August 24, 2016

Background

The City Charter provides for a seven (7) member Planning and Zoning Commission. Four (4) of the Commission members have terms that expire in odd-numbered year and three (3) of the members have terms that expire in even number years. The current members of the Planning and Zoning Commission are:

Cullin Smith term expires September 12, 2017 (odd year)
Joe Love term expires September 12, 2016 (even year)
Jim Pledger term expires September 12, 2017 (odd year)
Michael Smith term expires September 16, 2016 (even year)

The Planning and Zoning Commission has three vacant positions (two even-numbered year positions and one odd-numbered year position).

Joe Love is eligible to be re-appointed to the Planning and Zoning Commission and is willing to continue serving if re-appointed.

Recommendation

I recommend that the City Council re-appoint Joe Love to the Planning and Zoning Commission for a term ending September 12, 2018 (even numbered year).

MOTION

Motion re-appointing Joe Love to the Planning and Zoning Commission for a term ending September 27, 2018.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

MEMORANDUM

To: Dr. Shawn Oubre Ph.D., City Manager
From: Kelvin Knauf, Director of Planning and Community Development
Subject: Consider a motion re-appointing Michael Smith to the Planning and Zoning Commission for a term ending September 16, 2018
Date: August 24, 2016

Background

The City Charter provides for a seven (7) member Planning and Zoning Commission. Four (4) of the Commission members have terms that expire in odd-numbered year and three (3) of the members have terms that expire in even number years. The current members of the Planning and Zoning Commission are:

Cullin Smith term expires September 12, 2017 (odd year)

Joe Love term expires September 12, 2016 (even year)

Jim Pledger term expires September 12, 2017 (odd year)

Michael Smith term expires September 16, 2016 (even year)

The Planning and Zoning Commission has three vacant positions (two even-numbered year positions and one odd-numbered year position).

Michael Smith is eligible to be re-appointed to the Planning and Zoning Commission and is willing to continue serving if re-appointed.

Recommendation

I recommend that the City Council re-appoint Michael Smith to the Planning and Zoning Commission for a term ending September 16, 2018 (even numbered year).

MOTION

Motion re-appointing Michael Smith to the Planning and Zoning Commission for a term ending September 27, 2018.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

MOTION

Motion accepting the extension of the current contract for Jackson Street Wastewater Treatment Plant Analysis to Envirodyne Laboratories Inc. through September 30, 2017 with the same pricing and conditions.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

MEMORANDUM
September 12, 2016

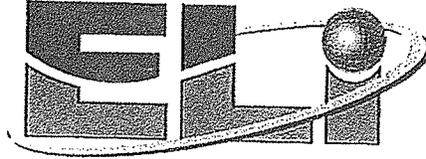
To: Jim Wolf, Director of Public Works
From: David L. Trahan, Manager of Water Utilities
Re: **1 year Extension for JWWTP Permit Sampling Analysis**

I am recommending a (1yr.) Extension of the current JWWTP Permit Sample Analysis contract per current rates totaling **\$57,211.00**. Attached is a letter of intent to extend thru FY 2017.

Thank you,

David L. Trahan, Manager of Water Utilities

David L. Trahan, Manager of Water Utilities



ENVIRODYNE LABORATORIES, INC.

September 8, 2016

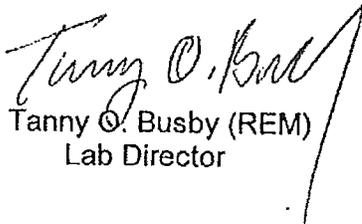
City of Orange
Attn: Timmy Campbell
402 S 10th Street
Orange, TX 77632
tcampbell@orangetx.org
409-988-7336

Re: Renewal Option for City of Orange

Dear Timmy,

We would like to Extend/Renew our Laboratory services from October 01, 2016 – September 30, 2017. We will exercise the renewal option for the same pricing and conditions for another term.

Thanks for the Opportunity,


Tanny O. Busby (REM)
Lab Director

A RESOLUTION AWARDING A CONTRACT FOR WASTEWATER ANALYSIS TO ENVIRODYNE LABORATORIES INC. IN THE AMOUNT OF \$57,211.00.

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

That a contract for wastewater analysis be awarded to Envirodyne Laboratories Inc. on the basis of their bid meeting specifications in the amount of FIFTY-SEVEN THOUSAND TWO HUNDRED ELEVEN (\$57,211.00) AND NO/100 DOLLARS.

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

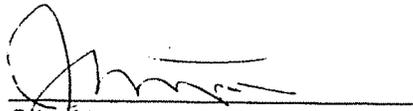
PASSED, APPROVED and ADOPTED on this the 10th day of November 2015.


Jimmy Sims, Mayor

ATTEST:


Rhonda Haskins, City Secretary

APPROVED:


City Attorney

MEMORANDUM

November 2, 2015

To: Jim Wolf, Director of Public Works
From: David L. Trahan, Manager of Water Utilities
Re: Wastewater Analysis Bid

After reviewing the Bid Tabulations for Wastewater Analysis, I recommend that the bid be awarded to Envirodyne Laboratories Inc. in the amount of \$57,211.00, as other contractors sent bid package didn't return a bid.

Thank you,

David L. Trahan, Manager of Water Utilities

MOTION

Motion accepting the extension of the current contract for Machine Shop and Repair Service to Pemsco, LLC through October 1, 2017 with the same pricing and conditions.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

MEMORANDUM
September 12, 2016

To: Jim Wolf, Director of Public Works
From: David L. Trahan, Manager of Water Utilities
Re: **1 year Extension for Machine Shop/Repair Contract**

I am recommending a (1yr.) Extension of the current Machine Shop/Repair Contract per current rates on attached sheet an their letter of intent to extend thru FY 2017.

Thank you,

David L. Trahan, Manager of Water Utilities

David L. Trahan, Manager of Water Utilities

Pump & Equipment Maintenance Service Co. LLC

DBA: PEMSCO

PO Box 3407

Beaumont Texas 77704

PH# 409-769-8400 Fax# 409-769-8406

TO: CITY OF ORANGE
PO BOX 520
ORANGE TEXAS 77631

PEMSCO WOULD LIKE TO SAY THANK YOU FOR THE OPPORTUNITY TO EXTEND OUR CONTRACT FOR THE YEAR OF 2017 WITH THE CITY OF ORANGE. WE GREATLY APPRECIATE THE WORK AND THE OPPORTUNITY YOU HAVE GIVEN US TO SERVICE THE CITY OF ORANGE. IT IS A PLEASURE WORKING WITH YOU. ALL CONTRACT AMOUNTS SHALL REMAIN THE SAME FOR 2017 AS IT WAS FOR 2016.

THANK YOU



KEVIN IRVIN

OWNER/ OPERATIONS MANAGER

**BID TAB
ANNUAL CONTRACT FOR MACHINE SHOP
AND REPAIR SERVICE**

Pemsco
Rose City, Texas

STRAIGHT TIME HOURLY RATES (7:00 A.M. TO 4:00 P.M., Monday-Friday)			
DESCRIPTION	ESTIMATED USAGE	PRICE	TOTAL
Field Mechanic with Truck	100 HRS.	\$46.00 /hr.	\$ 4600.00
Field Help	100 HRS.	\$35.00 /hr.	\$ 3500.00
Shop Mechanic	200 HRS.	\$46.00 /hr.	\$ 9200.00
Shop Help	200 HRS.	\$35.00 /hr.	\$ 7000.00
Skilled Machinist	50 HRS.	\$46.00 /hr.	\$ 2300.00
Welder (Shop)	50 HRS.	\$40.00 /hr.	\$ 2000.00
TOTAL BID AMOUNT			\$ 28,600.00

OVERTIME HOURLY RATES (After 4:00 P.M. on weekdays, weekends and holidays)			
DESCRIPTION	ESTIMATED USAGE	PRICE	TOTAL
Field Mechanic with Truck	50 HRS.	\$57.00 /hr.	\$ 2850.00
Field Help	50 HRS.	\$43.00 /hr.	\$ 2150.00
Shop Mechanic	25 HRS.	\$57.00 /hr.	\$ 1425.00
Shop Help	25 HRS.	\$43.00 /hr.	\$ 1075.00
Skilled Machinist	10 HRS.	\$57.00 /hr.	\$ 570.00
Welder (Shop)	10 HRS.	\$50.00 /hr.	\$ 500.00
TOTAL BID AMOUNT			\$ 8570.00

ADDITIONAL EQUIPMENT PRICING	
DESCRIPTION	PRICE
Welder with Welding Truck & Equipment (Field Work)	\$ 46.00 /hr.
Percentage Increase on Replacement Parts/Material	25 %

ANNUAL CONTRACT FOR MACHINE SHOP AND REPAIR SERVICES
Bid Due: Tuesday, August 28, 2014, at 3:00 p.m.

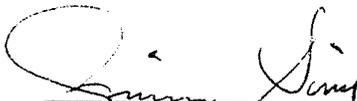
A RESOLUTION AWARDING A CONTRACT FOR THE MACHINE SHOP AND REPAIR SERVICES TO PEMSCO (Pump & Equipment Maintenance Service Company LLC) OF ROSE CITY, TEXAS.

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

That a contract be awarded to PEMSCO for the annual contract for machine shop and repair services based on the straight time hourly rates, overtime hourly rates, and additional equipment pricing as reflected on the attached bid tab.

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

PASSED, APPROVED and ADOPTED on this the 9th day of September 2014.



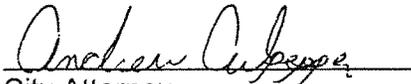
Jimmy Sims, Mayor

ATTEST:



Rhonda Haskins, City Secretary

APPROVED:



City Attorney

BID TAB
ANNUAL CONTRACT FOR MACHINE SHOP
AND REPAIR SERVICE

Pemsco
Rose City, Texas

STRAIGHT TIME HOURLY RATES (7:00A.M. TO 4:00 P.M., Monday-Friday)			
DESCRIPTION	ESTIMATED USAGE	PRICE	TOTAL
Field Mechanic with Truck	100 HRS.	\$46.00 /hr.	\$ 4600.00
Field Help	100 HRS.	\$35.00 /hr.	\$ 3500.00
Shop Mechanic	200 HRS.	\$46.00 /hr.	\$ 9200.00
Shop Help	200 HRS.	\$35.00 /hr.	\$ 7000.00
Skilled Machinist	50 HRS.	\$46.00 /hr.	\$ 2300.00
Welder (Shop)	50 HRS.	\$40.00 /hr.	\$ 2000.00
TOTAL BID AMOUNT			\$ 28,600.00

OVERTIME HOURLY RATES (After 4:00 P.M. on weekdays, weekends and holidays)			
DESCRIPTION	ESTIMATED USAGE	PRICE	TOTAL
Field Mechanic with Truck	50 HRS.	\$57.00 /hr.	\$ 2850.00
Field Help	50 HRS.	\$43.00 /hr.	\$ 2150.00
Shop Mechanic	25 HRS.	\$57.00 /hr.	\$ 1425.00
Shop Help	25 HRS.	\$43.00 /hr.	\$ 1075.00
Skilled Machinist	10 HRS.	\$57.00 /hr.	\$ 570.00
Welder (Shop)	10 HRS.	\$50.00 /hr.	\$ 500.00
TOTAL BID AMOUNT			\$ 8570.00

ADDITIONAL EQUIPMENT PRICING	
DESCRIPTION	PRICE
Welder with Welding Truck & Equipment (Field Work)	\$ 46.00 /hr.
Percentage Increase on Replacement Parts/Material	25 %

ANNUAL CONTRACT FOR MACHINE SHOP AND REPAIR SERVICES
Bid Due: Tuesday, August 26, 2014, at 3:00 p.m.

MEMORANDUM

August 27, 2014

To: Jim Wolf, Director of Public Works

From: David L. Trahan, Manager of Water Utilities

Re: Annual Contract for Machinery/Motor Repairs

Based on bid tabulation received for the Annual Contract for Machine Shop and Repair Services, I recommend that **Pemsco** [Pump & Equipment Maintenance Service Company LLC] be awarded the contract. Pemsco has provided services to the City for over 10 years through the regular bid/quote process. Their response time and quality of work is outstanding.

Your consideration in this requested is greatly appreciated.

Thank you,

David L. Trahan, Manager of Water Utilities

MOTION

Motion extending the current contract for Chlorine for Water Production with DXI Industries, Inc. for a period one year, from October 1, 2016 to September 30, 2017.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

MEMORANDUM
September 13, 2016

To: Jim Wolf, Director of Public Works
From: David L. Trahan, Manager of Water Utilities
Re: **1 year Extension for Chlorine for Water Production Contract**

I am recommending a (1yr.) Extension of the current **Chlorine for Water Production Contract** per current rates on attached sheet an their letter of intent to extend thru September 30th, FY 2017.

Thank you,

David L. Trahan, Manager of Water Utilities

David L. Trahan, Manager of Water Utilities

DXI INDUSTRIES, INC.

P.O. Box 24600
Houston, Texas 77229-4600
(281) 457-4848
Fax (281) 457-4807

September 13, 2016

Dear David Trahan:

DXI is excited to extend our current Chlorine contract another year with the City of Orange. The price effectiveness, stated below, will be 10/1/2016 - 9/30/2017 at \$698 / ton. If you are to have any questions please do not hesitate to call.

The following information confirms our proposal the City of Orange's pricing Chlorine for the upcoming year:

Product:	Chlorine
Package:	2000 # Containers
Delivery:	Orange, TX
Price:	\$698 / ton
Effectiveness:	October 1, 2016 - September 30, 2017

Respectfully,

Foster Herman
Field Sales Representative
DXI Industries, Inc.
Office: (281) 457-4828 | Mobile: (713) 252-2854
fherman@dxgroup.com | www.DXGroup.com |
1919 Jacintoport Blvd Houston, TX 77229-4600

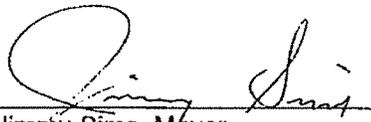
A RESOLUTION AWARDING THE BID FOR CHLORINE FOR WATER PRODUCTION TO DXI INDUSTRIES, INC. IN THE AMOUNT OF \$21,638.00.

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

That the bid be awarded to DXI Industries, Inc. for the chlorine for water production in the amount of TWENTY-ONE THOUSAND, SIX HUNDRED THIRTY EIGHT AND 00/100 (\$21,638.00) DOLLARS.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute said bid with DXI Industries, Inc.

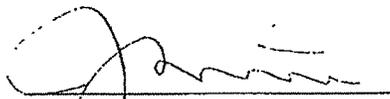
PASSED, APPROVED and ADOPTED on this the 27th day of October 2015.


Jimmy Sims, Mayor

ATTEST:


Rhonda Haskins, City Secretary

APPROVED:


City Attorney

MEMORANDUM
October 16, 2015

To: Jim Wolf, Director of Public Works
From: David L. Trahan, Manager of Water Utilities
Re: Chlorine for Water Production Bid

Based on the bid tabulation I received, my recommendation is that DXI Industries, Inc. be awarded the contract in the amount of \$21,638.00. DXI has had the contract, and was the only bidder.

Thank you,

David L. Trahan, Manager of Water Utilities

David L. Trahan, Manager of Water Utilities

**BID TABULATION - CHLORINE FOR WATER PRODUCTION
 BID OPENING: Wednesday, October 14, 2015 @ 2:30 P.M.**

QUANTITY	CHLORINE	DXI INDUSTRIES, INC. Houston, TX	
		Unit	Total
31	One Ton Cylinder, AWWA B301 Cylinder Deposit	\$698.00 \$0.00	\$21,638.00 \$21,638.00
TOTAL BID			
Exceptions to specifications		None	
Days to Deliver after Receipt of Order		Within 5 working days	
Delivery		F.O.B., Orange, Texas	
Terms		Net 30 Days	

MOTION

Motion accepting the extension of the current contract for Liquid Polyphosphate for Well Water Treatment to Napco Chemical Company for a period of one year, from October 1, 2016 through September 30, 2017.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

MEMORANDUM
September 15, 2016

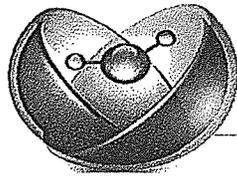
To: Jim Wolf, Director of Public Works
From: David L. Trahan, Manager of Water Utilities
Re: **1 year Extension for Liquid Polyphosphate**

I am recommending a (1 yr.) Extension of the current Liquid Polyphosphate contract per current rates totaling \$65,000.00. Attached is a letter of intent to extend thru FY 2017.

Thank you,

David L. Trahan, Manager of Water Utilities

David L. Trahan, Manager of Water Utilities



NAPCO
CHEMICAL COMPANY
Customized Water Treatment Solutions

September 15, 2016

David Trahan
City of Orange
803 West Green Ave
Orange, TX 77630

David,

I am writing to notify you that NAPCO Chemical Company would like to extend the chemical contract for supplying liquid polyphosphate under the current terms and conditions for another one year period. Please feel free to contact me with any questions or concerns.

Thank you for this opportunity, and we look forward to continuing our relationship with The City of Orange.

Sincerely,

Jay C. Judge
General Manager
NAPCO Chemical Company, Inc.
P.O. Box 1239
Spring, Texas 77383
281-651-6800

A RESOLUTION AWARDING THE BID FOR LIQUID POLYPHOSPHATE FOR WELL WATER TREATMENT TO NAPCO CHEMICAL CORP. IN THE AMOUNT OF \$65,000.00.

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

That the bid be awarded to Napco Chemical Corp. for the liquid polyphosphate for well water treatment in the amount of SIXTY-FIVE THOUSAND AND 00/100 (\$65,000.00) DOLLARS.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute said bid with Napco Chemical Corp.

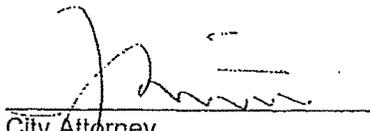
PASSED, APPROVED and ADOPTED on this the 27th day of October 2015.


Jimmy Sims, Mayor

ATTEST:


Rhonda Haskins, City Secretary

APPROVED:


City Attorney

BID TABULATION - Liquid Polyphosphate for Well Wafer Treatment
BID OPENING: October 14, 2015 at 2:00 P.M.

QUANTITY or approved equivalent	NAPCO CHEMICAL CO., INC. Spring, TX		SHANNON CHEMICAL CORP. Malvern, PA	
	Unit	Total	Unit	Total
Minimum 5000 Gallons	\$13.00	\$65,000.00	\$17.77	\$88,850.00
TOTAL BID		\$65,000.00		\$88,850.00
Exceptions to specifications Name of Product	None listed NAPCO 201C		None listed SLI-6134	
Delivery Terms	F.O.B., Orange, Texas Net 30 Days		F.O.B., Orange, Texas Net 30 Days	

ECONOMIC DEVELOPMENT

MEMORANDUM

DATE: September 19, 2016

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, EDC Director

RE: BLUE BEACON INTERNATIONAL, INC., FUNDING REQUEST

Blue Beacon International, Inc., a truck wash company based in Salina, Kansas and with over 100 locations, is proposing a 11,000 SF building with a capital investment of an estimated \$2,700,000 at the Interstate 10 & Hwy 62 N site. In addition, Blue Beacon is proposing 50 full-time jobs with an average hourly wage of \$12 as part of the project. The average annual salary for management employees is an estimated \$60,000.

The engineering firm of Fittz & Shipman has included a 260 LF waterline at a size of 2.5 inches with a cost of \$3,250. In an effort to increase flow and to anticipate future growth by improving capacity, the 2.5 inch waterline may be upsized to a 10 inch waterline with a new fire hydrant and gate valve at a cost of \$14,860.

Blue Beacon has requested a financial incentive in the amount of \$11,630 for infrastructure improvements related to the waterline and has agreed to donate a 10-foot wide easement.

Subject to your review and approval, please place this request on the next EDC Board meeting agenda as part of a public hearing, and for discussion and possible action.

Please contact me at extension #1077 for additional information.

MOTION

Motion approving the Orange Economic Development Corporation's motion of intent to enter into an agreement with Blue Beacon International Inc. for the expenditure of funds for infrastructure improvements at Highway 62 N and Interstate 10, Orange, Texas in an amount not to exceed \$11,630.00 for the purpose of economic development.

Jimmy Sims, Mayor

ATTEST:

City Secretary

September 27, 2016

CONVENTION AND VISITORS BUREAU

MEMORANDUM

DATE: September 19, 2016

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, CVB/EDC Director

RE: **RIVERFRONT PAVILION RESTROOM PROJECT**

City staff has worked on two (2) options that may be considered for a new Riverfront Pavilion restroom project:

SpawGlass under the State of Texas TxMAS* program at a cost of \$199,968

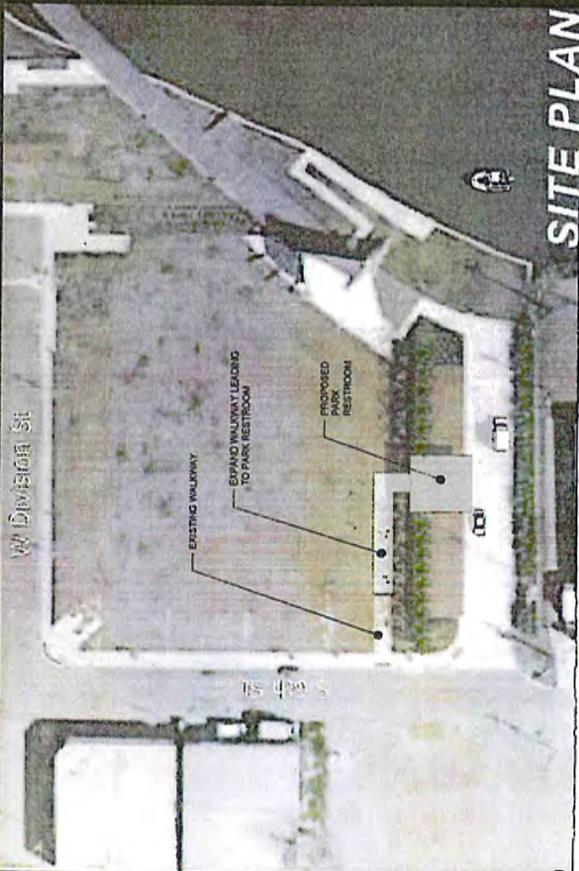
CXT Concrete Buildings at a cost of \$172,800.

*This is a pre-bid item through the State of Texas and the City purchases janitorial supplies, fleet equipment, furniture, uniforms and other items on state contracts.

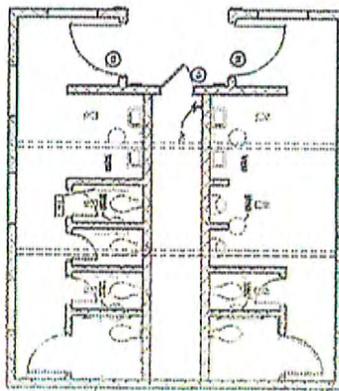
The SpawGlass project is a custom "design and build" project as specified in the attached proposal.

The CXT Concrete Buildings proposal involves the placement of a restroom building on the site similar to buildings placed at Northway Park and the City of Orange Boat ramp as specified in the attached proposal. Line-item costs are included for site preparation.

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



SITE PLAN



PROPOSED FLOOR PLAN

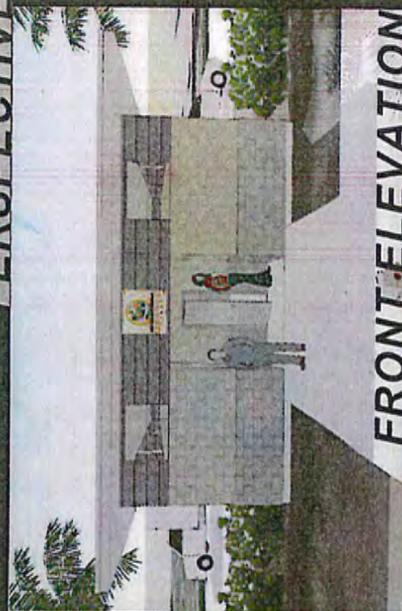
**RIVERFRONT PARK RESTROOM
CITY OF ORANGE TEXAS**



SIDE ELEVATION



PERSPECTIVE



FRONT ELEVATION





August 4, 2016

Jay Trahan
Asst. City Manager
City of Orange
803 Green Ave
Orange, TX 77630

Re: City of Orange
Subject: **Preliminary TxMas Proposal for Design and Construction of a Restroom Facility at the Riverfront Pavilion TxMas # 14-560110**

Dear Dr. Shahan:

SpawGlass is please to submit our proposal under SpawGlass' Texas Multiple Award Schedule (TxMas) Contract for the design and construction of a restroom facility located at the Riverfront Pavilion. The total amount proposed for the following scope of work is **\$199,968.00**

The scope of work that is included in this proposal is based on the following assumptions and scope definitions:

- Design of the restroom facility per attached preliminary sketches and elevations
- Location of facility north of Pavilion service drive
- Functionality of restroom is to be a durable, low maintenance facility
- Design Fees are included
- Supervision is included
- No Permit fees are included
- Estimated Time frame 14-18 weeks

An add alternate to add a Green Room type facility of roughly 400sf which would consist of a restroom inside the Green Ave, window on the east end and access from service drive to stage area. Add Alternate: \$99,091

Please review this issue and let me know if you have any questions or need any additional information regarding this matter. Thank you for this opportunity.

Sincerely,



Jerry Vandervoort
Regional Operations Manager
SpawGlass

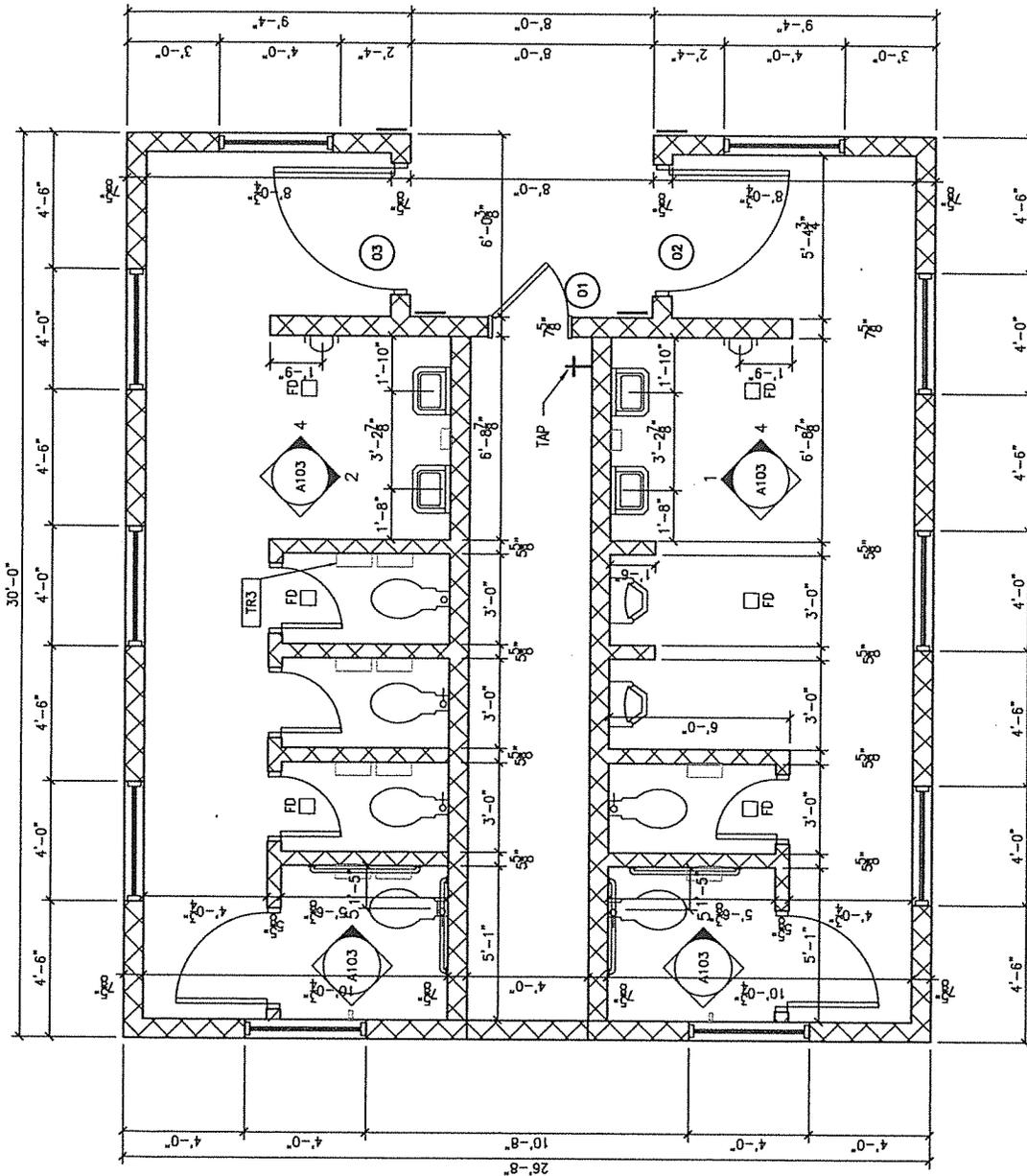
CC; SpawGlass Team

DATE: 8/11/2016

Contractor Pricing Summary

Project: Riverfront Restroom CONTRACTOR: SpawGlass
 Desc: Preliminary Pricing for new Restroom Facility (Men & Women). Four (4) womens & mens stalls. (Roughly 810 sf)

DESCRIPTION OF WORK	UOM	PROD RATE	QTY	HOURS	UNIT RATE	LABOR COSTS	MATERIAL COSTS	EQUIPMENT COSTS	S/C COSTS	SUBTOTALS
Earthwork	SF		1,000		\$2.00				\$2,000	\$2,000
Sidewalk	SF		500		\$5.00				\$2,500	\$2,500
Foundation	SF		810		\$13.00				\$10,530	\$10,530
Masonry	SF		1,890		\$20.00				\$37,800	\$37,800
Rough Carpentry	SF		810		\$2.00				\$1,620	\$1,620
Roofing	SF		900		\$10.00				\$9,000	\$9,000
Doors/Gates	EA		2		\$1,500.00				\$3,000	\$3,000
Interiors/Painting/Accessories	SF		810		\$10.00				\$8,100	\$8,100
Plumbing	EA		12		\$4,500.00				\$54,000	\$54,000
HVAC	EA		2		\$900				\$1,800	\$1,800
ELEC	SF		810		\$12.50				\$10,125	\$10,125
MISC/Contingency	LS		1						\$13,500	\$13,500
AE DESIGN (8%)	8.00%									\$15,997
Supervision OH&P	15.00%									\$29,995
Subtotal CD No.						\$0	\$0	\$0		\$199,968
Total Change Proposal Request										\$199,968



NOTE: COORDINATE MASONRY WITH DOOR
STALL MANUFACTURER

FINISH SCHEDULE

- FLOOR: SEALED CONCRETE
- WALLS: FILLED AND PAINTED CMU
- CEILING: 3/4" FIBER CEMENT CEILING, PAINTED

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

September 8, 2016

To: Dr. Shawn Oubre, City Manager
Jay Trahan, Director of Economic Development

From: Jim Wolf, Public Works Director

Re: River Front Restroom Estimate

The purpose of this memo is to furnish cost estimate for a pre-fabricated structure and installation of water, sewer and electrical services to support the facility.

The comfort station shall be classified as a double station equipped with a hot water tank, (5) sinks, (9) toilets, (2) urinals (all stainless steel – drinking fountain not included) with related costs estimated as follows:

1. Cost of Pre-Fab Double Comfort Station	\$136,000.00
2. Cost of Foundation	\$ 5,000.00
3. Cost of Sanitary Sewer	\$ 12,000.00
4. Cost of Water Service	\$ 5,000.00
5. Cost of Electrical Lighting	\$ 5,000.00
6. Sidewalk	\$ 5,000.00
Sub-Total Estimated Cost.....	\$182,000.00
Contingency 15% (#2 - #6)	\$ 4,800.00
Total Estimated Cost	\$172,800.00

Quote #: **KMEE701OT5-1**



Inc. an L.B. Foster Company

Mailing Address:

CXT Incorporated, an LBFoster Co.
3808 North Sullivan Road Bldg. #7
Spokane Valley, WA 99216

Phone: (800) 696-5766
Fax: (509) 928-8270
Date: 09/08/2016

To: **City of Orange**
303 N 8th St
Orange, TX 77631
Attention: James Lawrence
Phone: (409) 883-1083
Fax: (409) 883-1914

Our quotation for the Santiago - KM6 building is as follows:

Per Building

\$127,494.74

Santiago flush building with standard simulated cedar shake roof and barnwood wall texture, three 16-gauge galvanized steel doors and frames, stainless steel plumbing fixtures (5-lavatories, 9-water closets, 2-urinals), nine 3-roll toilet paper holders, four exhaust fans, GFI outlets, floor drains, five s/s mirrors, 30GL electric hotwater heater, hand dryers, paper towel dispensers, waste baskets, ADA grab bars, ADA signs, one hose bib in chase area, and motion controlled interior lights and photo cell controlled exterior lights. Includes PE stamped drawings. Drawing #S-128
Price includes TX inspections. Price does not include permits or taxes (if required).
Price includes crane and crew to set building on customers stubbed utilities and gravel pad.
Site must be accessible to standard over the road semi and trailer.

Attaching utilities available.....\$4,400.00

Freight to Orange, TX
Freight

\$8,400.00

\$135,894.74

FOB: Freight FOB Plant Prepaid and Add.
Terms: Net 30 with Credit Approval.
Notes: Sales tax not included
Number of Units: ____

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

L.B. FOSTER COMPANY

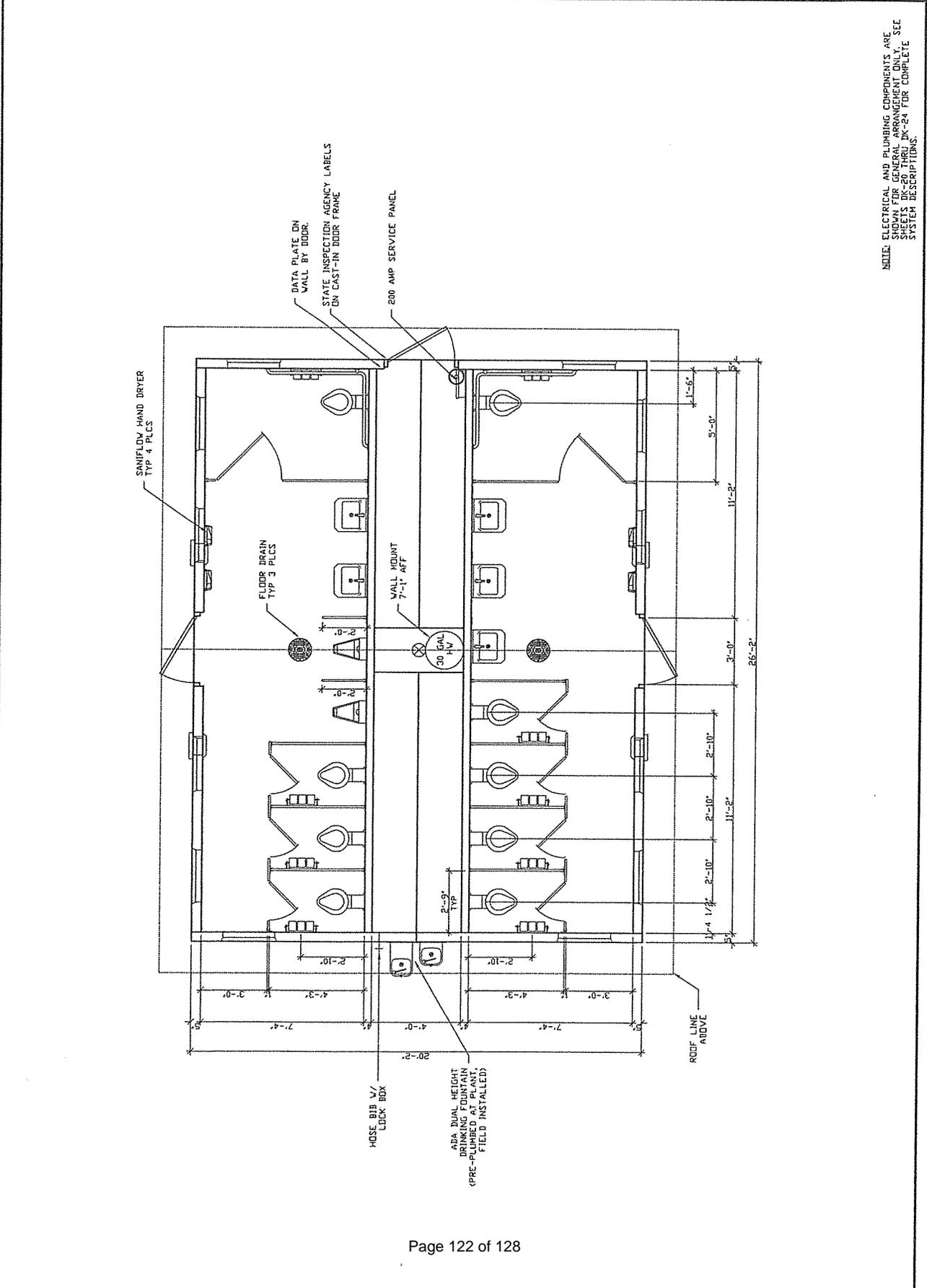
By _____
Kurt Mee
KMee@lbfoster.com

Accepted this _____ day of _____ 20____

By: _____ (Customer Name)

_____ (Signed)

 Precast Products 3608 N. Sagem Blvd, P.O. System, Ft. Worth, TX 76116 817-342-1111	
PROJECT SANTIGO BUILDING NUMBER 5-128	The information contained herein is proprietary and the use of any part of it without the express written consent of CXT is prohibited. It is the responsibility of the user to verify the accuracy of the information and to ensure that it is used in accordance with the intended purpose. CXT does not assume any liability for damages, particularly personal injury, arising from the use of this information.
SHEET NO. S-03	REV. J 30



NOTE: ELECTRICAL AND PLUMBING COMPONENTS ARE
 SHOWN FOR GENERAL ARRANGEMENT ONLY. SEE
 SHEETS DK-60 THRU DK-24 FOR COMPLETE
 SYSTEM DESCRIPTIONS.

CXT[®] Concrete Buildings

Buildings Textures & Professional Site Maintenance & Replacement Park Products Government
Colors Services & Install Warranty Parts Purchasing

Sales Region
Information

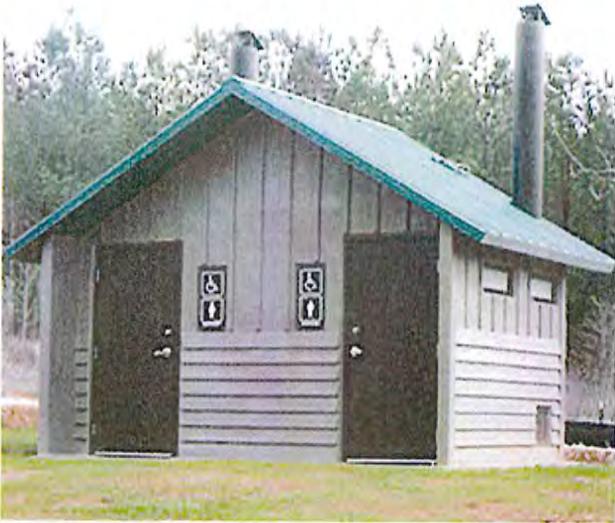
SINGLE VAULT BUILDINGS



Cascadian

- 1 single user waterless restroom
- floorplan 6' 6" x 14' 8"
- 1 toilet riser (ADA)
- ADA grab bars
- 1 waste clean out hatch
- 1 concrete waste vault (1,000 gallon)

DOUBLE VAULT BUILDINGS



Double Cascadian

- 2 single user waterless restroom
- floorplan 11' 11" x 14' 4"
- 2 toilet riser (ADA)
- ADA grab bars
- 2 waste clean out hatch
- 2 concrete waste vaults (1,000 gallon each)



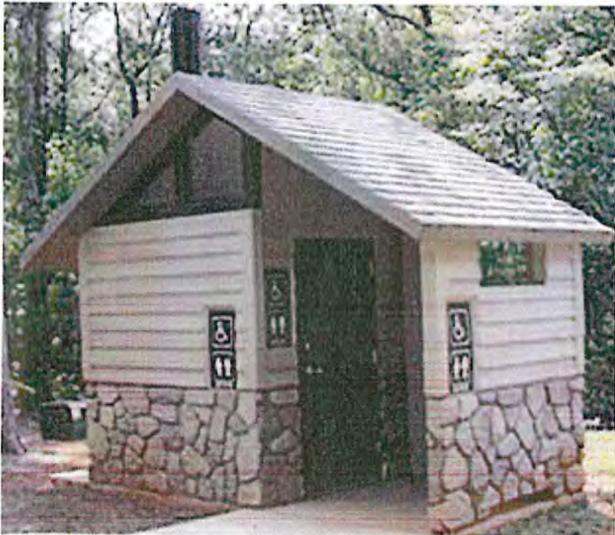
Gunnison

- 1 single user waterless restroom
- floorplan 6' 6" x 14' 8"
- 1 toilet riser (ADA)
- ADA grab bars
- 1 waste clean out hatch
- 1 concrete waste vault (1,000 gallon)



Double Rocky Mountain

- 2 single user waterless restroom
- floorplan 11' 11" x 14' 4"
- 2 toilet riser (ADA)
- ADA grab bars
- 2 waste clean out hatch
- 2 concrete waste vaults (1,000 gallon each)



Rocky Mountain

- 1 single user waterless restroom
- floorplan 6' 6" x 14' 8"
- 1 toilet riser (ADA)
- ADA grab bars
- 1 waste clean out hatch
- 1 concrete waste vault (1,000 gallon)



Tioga

- 2 single user waterless restroom
- floorplan 11' 11" x 14' 4"
- 2 toilet riser (ADA)
- ADA grab bars
- 2 waste clean out hatch
- 2 concrete waste vaults (1,000 gallon each)



L.B. Foster Home | Rail Products | Piling Products | Threaded Products | Coated Products | CXT Concrete Ties | Fabricated Bridge Products

CXT Concrete Buildings

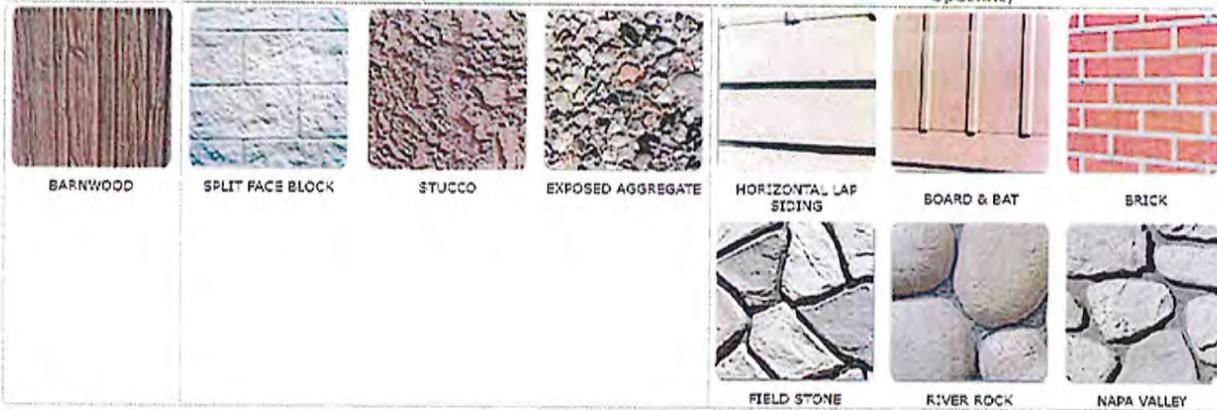
Buildings Textures & Professional Site Maintenance & Replacement Park Products Government
Colors Services & Install Warranty Parts Purchasing
Sales Region Information

WALL TEXTURES

Download printable versions

 Colors  Textures

Wall Textures



Roof Textures



Stone Color Options



COLOR CHART



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Company

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