

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

**October 11, 2016
9:00 A.M.**

- | | | |
|---|----|--------------------------|
| 1. CALL TO ORDER | | Mayor |
| 2. INVOCATION and PLEDGE OF ALLEGIANCE | | Council Member Bellfield |
| 3. MOTION | | |
| a) Motion finding that the advance posting and notice requirements of Article 8.1200 of the Code of Ordinances of the City of Orange, Texas have been met in relation to all minutes and pending ordinances and resolutions on this agenda and that the reading of such items be confined to the captions as are agreed upon by the ordinances and resolutions. | 1 | Mayor/Council |
| 4. APPROVAL OF MINUTES | | |
| a) September 27, 2016 Regular City Council Meeting | 5 | Mayor/Council |
| b) September 29, 2016 Special Call City Council Meeting | 13 | Mayor/Council |
| 5. CITIZEN COMMENTS | | |

At this time comments will be taken from the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum three minutes for each speaker. Your comments are appreciated. As the Texas Open Meetings Act does not allow the Council to respond to items not listed on the agenda, your comments will be duly noted by the Council and forwarded to the appropriate department for prompt consideration.

6. PUBLIC HEARINGS

- a) Conduct a public hearing for the purpose of receiving comments regarding the expenditure of Hotel/Motel Occupancy Tax funds related to a new restroom project at the Orange Riverfront Pavilion located at 601 Division Avenue in an amount not to exceed \$172,800 for the purpose of promoting tourism and the hotel industry. 16 Staff: Trahan
- b) Conduct a public hearing to receive citizen comments on the Proposed Activity of: Substantial Amendment to the City of Orange's 2015 Annual Action Plan of its Community Development Block Grant Program. 17 Staff: Wilson

7. RESOLUTIONS

- a) Consider a resolution of the City Council of the City of Orange, Texas, opposing Orange County, Texas financing, either in part or full, a Texas Department of Transportation roadway at the present time. 19 Staff: Oubre
- b) Consider a resolution authorizing the City Manager to execute Change Order No. 2 with G&G Enterprises Construction Corp. for the Fire Station #2 addition. 21 Staff: Wolf
- c) Consider a resolution for approval for the City of Orange Public Works Department to purchase a breaker hammer from Beaumont Tractor in the amount of \$12,395.00. 43 Staff: Wolf
- d) Consider a resolution for approval for the City of Orange Public Works Department to purchase a Dixie Chopper from Mowers and Tractors in the amount of \$9,759.00. 47 Staff: Wolf
- e) Consider a resolution for approval for the City of Orange Police Department to purchase three (3) Chevrolet Tahoes through HGAC in the amount of \$97,305.00 and approval to purchase equipment for said vehicles through Silsbee Fleet Group in the amount of \$27,467.87. 52 Staff: Martin

8. DISCUSSION/ACTION

- a) Consider a motion appointing Patricia Anderson to fill the position of City Secretary, effective October 11, 2016. 58 Staff: Oubre
- b) Consider a motion declaring the property located at 1404 Burton Avenue as surplus property and authorizing the City Manager to proceed with the sale or exchange of the property. 60 Staff: Knauf
- c) Consider a motion declaring the property located at 2943 11th Street as surplus property and authorizing the City Manager to proceed with the sale or exchange of the property. 63 Staff: Knauf

- d) Consider a motion approving the Orange Economic Development Corporation Motion of Intent to expend funds in the amount of \$5,000 for membership to the Orange County Economic Development Corporation as an Advisory Member for year 2016 - 2017. 66 Staff: Trahan
- e) Consider a motion appointing a City representative to the Orange County Economic Development Corporation for 2016 - 2017 to serve at the Advisory Member level. 70 Staff: Trahan
- f) Consider a motion accepting the resignation of Mr. David Meaux from the Orange Economic Development Corporation board of directors effective September 21, 2016. 74 Staff: Trahan
- g) Consider a motion approving the expenditure of Hotel/Motel Occupancy Tax funds for a new restroom comfort station to be located at the Orange Riverfront Pavilion, 601 Division Avenue, Orange, Texas in the amount of \$172,800 to support events held at the Pavilion for the purpose of promoting tourism and the hotel industry. 76 Staff: Trahan
- h) Consider a motion accepting the extension of the current contract for Jackson Street Wastewater Treatment Plant Bio-Monitoring Sampling by Bio-Aquatic Testing Inc. through September 30, 2017 with the same pricing and conditions. 82 Staff: Wolf
- i) Discussion and possible action regarding the purchase of fencing for Sunset Park. 88 Staff: Wolf

9. REPORTS

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

10. ADJOURN TO CLOSED EXECUTIVE SESSION

- a) Deliberation regarding Real Property pursuant to Chapter 551 of the Texas Government Code:
 - (1) Deliberation regarding the purchase, exchange, lease or value of real property as authorized by subsection 551.072 regarding City of Orange property located at 1000 Simmons Drive, Orange, Texas.

Mayor/Council

11. RECONVENE IN OPEN SESSION

- a) Take action as necessary regarding item 10 a (1) above.

Mayor/Council

12. ADJOURNMENT

Texas Penal Code 30.06:

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

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

Texas Penal Code 30.07:

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

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

No Firearms Allowed

No se permite ninguna armas de fuego

STATE OF TEXAS }
COUNTY OF ORANGE }

September 27, 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 27, 2016.

COUNCIL MEMBERS PRESENT:	Larry Spears Jr. Patrick A. Pullen Dr. Wayne Guidry Annette Pernell Bill Mello	Mayor Pro Tem Council Member Council Member Council Member Council Member
COUNCIL MEMBERS ABSENT:	Jimmy Sims Essie Bellfield	Mayor Council Member
STAFF MEMBERS PRESENT:	Dr. Shawn Oubre Jay Trahan Patricia Anderson Lane Martin David Frenzel Cheryl Zeto Jim Wolf Kelvin Knauf Brenna Manasco Sherry Jackson Hillary Haynes Michael Patterson John Cash Smith	City Manager Assistant City Manager, Director of Economic Development 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 S o c i a l M e d i a Coordinator Engineering Tech City Attorney

STAFF MEMBERS ABSENT: None

Mayor Pro Tem Spears called the meeting to order at 5:30 P.M.

Council Member Guidry led the Invocation and the Pledge of Allegiance.

MOTION FINDING THAT THE ADVANCE POSTING AND NOTICE REQUIREMENTS OF ARTICLE 8.1200 OF THE CODE OF ORDINANCES OF THE CITY OF ORANGE, TEXAS HAVE BEEN MET IN RELATION TO ALL MINUTES AND PENDING ORDINANCES AND RESOLUTIONS ON THIS AGENDA AND THAT THE READING OF SUCH ITEMS BE CONFINED

TO THE CAPTION OF THE ORDINANCES AND RESOLUTIONS.

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

APPROVAL OF MINUTES

Council Member Pernell moved to approve the minutes of the September 13, 2016 Regular Meeting of the Orange City Council. Second to the motion was made by Council Member Mello which carried unanimously.

CITIZEN COMMENTS

Ms. Haynes thanked the citizens who attended the 9th Annual Showdown on the Sabine Tunnel Boat Races. She also thanked the entities and volunteers who helped with the Boat Races. The Jamie Talbert and the Band of Demons concert was cancelled due to weather conditions. It has been re-scheduled in conjunction with "Art in the Park" on April 8, 2017. Movie Night at the Pavilion is scheduled for October 15, 2016.

Martha Tallent, 3905 Liprie Street, asked Council to consider enforcing "No Smoking" in all public building including restaurants.

Dean Granger, 4909 Bentwood Drive, thanked the City for its support in the past years with the Granger Chevrolet 5K Run. The 3rd Annual Granger Chevrolet 5K will be held October 15, 2016. Individuals can register for the Run at granger5k.com.

PROCLAMATION

A proclamation observing Ovarian Cancer Awareness Month, Breast Cancer Awareness Month, and Julie Rogers "Gift of Life" Program Day was accepted by a representative from the Julie Rogers "Gift of Life" Program.

ORDINANCES

FINAL 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 Pro Tem Spears, Council

Member Pullen, Council Member Guidry, Council Member Pernell and Council Member Mello

COUNCIL MEMBERS VOTING NO: None

A copy of this ordinance is being made a part of these minutes as Ordinance Number 2016-21.

FINAL 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. (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 Pro Tem Spears, Council Member Pullen, Council Member Guidry, Council Member Pernell and Council Member Mello

COUNCIL MEMBERS VOTING NO: None

A copy of this ordinance is being made a part of these minutes as Ordinance Number 2016-22.

RESOLUTIONS

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.

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-52.

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.

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-53

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.

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-54.

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.

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-55.

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.

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-56.

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.

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-57.

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.

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-58.

Council Member Pernell moved to approve the foregoing seven resolutions in one motion. Second to the motion was made by Council Member Mello which carried unanimously.

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 PURPOSE.

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 2016-59.

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.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-60.

DISCUSSION/ACTION

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.

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

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.

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

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.

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

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.

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

MOTION EXTENDING THE AGREEMENT WITH GEORGE B. BARRON, ALTERNATE/ASSISTANT MUNICIPAL COURT JUDGE, FOR A PERIOD ENDING SEPTEMBER 30, 2017.

After discussion, it was the consensus of Council to amend the motion by adding, to be paid \$4,655.64 for the entire term of the contract.

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

MOTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$33,114.20 TO THE TEXAS MUNICIPAL LEAGUE OF WORKERS' COMPENSATION INSURANCE FOR FISCAL YEAR 2017.

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

MOTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$251,841.38 TO THE TEXAS MUNICIPAL LEAGUE FOR PROPERTY AND LIABILITY INSURANCE FOR FISCAL YEAR 2017.

Council Member Mello moved to approve the motion. Second to the motion was made by Council

Member Guidry which carried unanimously.

MOTION APPOINTING MAQUETTIA LEDET TO THE PLANNING AND ZONING COMMISSION FOR A TERM ENDING SEPTEMBER 27, 2018.

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

MOTION RE-APPOINTING JOE LOVE TO THE PLANNING AND ZONING COMMISSION FOR A TERM ENDING SEPTEMBER 27, 2018.

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

MOTION RE-APPOINTING MICHAEL SMITH TO THE PLANNING AND ZONING COMMISSION FOR A TERM ENDING SEPTEMBER 27, 2018.

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

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.

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

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.

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

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.

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

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.

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

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.

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

DISCUSSION AND POSSIBLE ACTION CONCERNING THE DESIGN AND CONSTRUCTION OF A NEW RIVERFRONT PAVILION RESTROOM FACILITY.

Mr. Trahan advised Council asked Staff to bring back some proposals for the construction of a new Riverfront Pavilion restroom facility. There were two proposals, SpawGlass and CXT Concrete Buildings. He briefed Council on the two proposals.

Council Member Pernell moved to approve the proposal submitted by CXT Concrete Buildings. Second to the motion was made by Council Member Guidry which carried with the following vote:

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

COUNCIL MEMBERS VOTING NO: Council Member Mello

CITY MANAGER REPORT

Dr. Oubre reminded Council of the Special Call City Council Meeting, Thursday, September 29, 2016 at 5:15 P.M. and the Joint Meeting of the Planning and Zoning Commission and the City Council the same night at 5:30 P.M.

CITY COUNCIL REPORT

Council Member Pullen asked about the time line on the installation of the fence at Sunset Park. Dr. Oubre advised it is scheduled for the new budget year that begins October 1, 2016. He thanked everyone who attended the 9th Annual Showdown on the Sabine Tunnel Boat Races. He also thanked the volunteers who helped with the event.

Council Member Guidry advised he spent about thirty minutes last week cleaning up trash on 16th Street. He would like the City to be cleaner and it is up to the citizens to clean it up.

Council Member Mello thanked the Julie Rogers "Gift of Life" Program.

Mayor Pro Tem Spears thanked everyone who attended the meeting.

ADJOURNMENT

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

The meeting adjourned at 6:49 P.M.

Larry Spears, Mayor Pro Tem

ATTEST:

Patricia Anderson, Deputy City Secretary

STATE OF TEXAS }
COUNTY OF ORANGE }

September 29, 2016

BE IT REMEMBERED THAT a Special Call Meeting of the Orange City Council of the City of Orange, Orange County, Texas, was held in the Library Auditorium on Thursday, September 29, 2016.

COUNCIL MEMBERS PRESENT:	Jimmy Sims Larry Spears Jr. Patrick A. Pullen Dr. Wayne Guidry Bill Mello	Mayor Mayor Pro Tem Council Member Council Member Council Member
COUNCIL MEMBERS ABSENT:	Essie Bellfield Annette Pernell	Council Member Council Member
STAFF MEMBERS PRESENT:	Patricia Anderson Kelvin Knauf Jennifer Krummel	Deputy City Secretary Director of Planning and C o m m u n i t y Development Planning Secretary
STAFF MEMBERS ABSENT:	Dr. Shawn Oubre Jay Trahan Lane Martin David Frenzel Cheryl Zeto Jim Wolf Brenna Manasco John Cash Smith	City Manager Assistant City Manager, Director of Economic Development Chief of Police Fire Chief Director of Finance Director of Public Works Library Director City Attorney

Mayor Sims called the meeting to order at 5:15 P.M.

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 5:15 P.M.

There were no citizen comments.

The public hearing ended at 5:17 A.M.

ADJOURNMENT

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

The meeting adjourned at 5:17 P.M.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, Deputy City Secretary

NOTICE OF PUBLIC HEARING

The Orange City Council will conduct a public hearing Tuesday, October 11, 2016, at 9 a.m. at the Orange Public Library Auditorium, 220 N. Fifth Street, Orange, Texas for the purpose of receiving comments regarding the expenditure of Hotel/Motel Occupancy Tax funds related to a new restroom project at the Orange Riverfront Pavilion located at 601 Division Avenue in an amount not to exceed \$172,800 for the purpose of promoting tourism and the hotel industry.

Jimmy Sims, Mayor
Orange City Council

Legal Ad
Publish – October 5, 2016

MEMORANDUM
September 27, 2016

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

FROM: Kelvin Knauf, Director of Planning and Community Development
Sandra Wilson, Grants Planner

RE: Substantial Amendment to the City of Orange Community Development
Block Grant 2015 Annual Action Plan, year 2 of its Five Year Consolidated
Plan

Please place this Public Hearing on the City Council agenda for Tuesday, October 11, 2016, to receive Public Comments concerning the Substantial Amendment to the City's 2015 Annual Action Plan of its Community Development Block Grant Program. This Public Hearing is part of the Citizen Participation Process.

The Substantial Amendment consists of changing the Public Facilities & Improvements item in the 2015 Annual Action Plan. Cancelling the activity of Street Improvements, 2nd Street from Cherry to West Park and from West Park to West John. Adding the activity of Park Improvements – Ridgemont Park, The upgrading and rehabilitation and or replacement of playground equipment which could include the addition of swings and/or fitness bars/benches to encourage physical fitness.

The Notice of the Substantial Amendment was published in the Orange Leader Sunday, October 2, 2016. This is the first of 2 public hearings, the second will be held at the Neighborhood Facility Meeting Room on Thursday, October 13th at 6:00 pm. A resolution for adoption of the amendment will be submitted to City Council for review and approval on Tuesday, October 25th. The comment period will end at 5:00 pm on November 3rd. After all comments have been considered and adoption of the amendment has been approved by City Council, the amendment will be submitted to the U. S. Department of Housing & Urban Development, Houston Field Office for formal approval on Friday, November 4, 2016

Should you have any questions, please call me at 988-7395.

City Council Agenda
October 11, 2016
9:00 a.m.

Public Hearing:

Conduct a public hearing to receive citizen's comments on the
Proposed Activity of:

Substantial Amendment to the City of Orange's 2015 Annual Action Plan of its
Community Development Block Grant Program.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE,
TEXAS, OPPOSING ORANGE COUNTY, TEXAS FINANCING, EITHER
IN PART OR FULL, A TEXAS DEPARTMENT OF TRANSPORTATION
ROADWAY AT THE PRESENT TIME**

WHEREAS, Orange County Commissioners Court (the “Commissioners”) and the Texas Department of Transportation (“TXDOT”) have discussed the construction of a Texas Department of Transportation roadway, all or part of which could be within the City of Vidor, Texas (the “City”);

WHEREAS, this roadway would have to be paid, in part or in full, by Orange County, Texas (the “County”);

WHEREAS, the City calls on both state and federal lawmakers to adequately fund our highways;

WHEREAS, placing any additional financial burdens on the County may require a tax rate increase in the future;

WHEREAS, citizens of both the City and the County have voiced their opposition to increases in the County tax rate;

WHEREAS, fifty-three percent (53%) of County residents reside within an incorporated area inside the County;

WHEREAS, the City strongly believes that the County’s funds should be used to fund Orange County programs;

WHEREAS, the City opposes the diversion of County funds to build, subsidize, and/or guarantee the loans of TXDOT roadways at the present time;

WHEREAS, many of the safety and traffic congestion concerns previously identified by TXDOT have been addressed by TXDOT, including the widening of IH-10 in the County and City, the widening of North FM 105 in the County and City, and the pending project of widening the Purple Heart Memorial Bridge over the Neches River connecting Orange County and Jefferson County;

WHEREAS, the City of Orange opposes the County of Orange financing, either in part or full, a TXDOT roadway at the present time.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City that:

1. **Adoption of Recitals.** The City of Orange finds that the recitals set forth above are incorporated herein for all purposes and are found to be true and correct.

2. **County Financing Opposed.** That the City of Orange opposes the County financing, either in part or full, a TXDOT roadway at the present time.
3. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.
4. **Effective Date.** This Resolution shall take effect immediately upon its passage.

PASSED and APPROVED this 11th day of October, 2016.

CITY OF ORANGE, TEXAS

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, Deputy City Secretary

APPROVED:

John Cash Smith, City Attorney

By: _____
Johns Cash Smith

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

October 3, 2016

To: Dr. Shawn Oubre, City Manager

From: James B. Wolf, Public Works Director

Re: Fire Station #2 Addition
G & G Enterprises Construction Corp.
Change Order No. 2

Please find attached G & G Enterprises Construction Corp. copy of Change Order No.2 for the referenced project. This change order is for asbestos abatement for an additional \$15,764.22. As a matter of information this was unknown at the time the Addition was drawn and engineered. The insulation was not listed as to what product was used in the original drawing. The City has used Total Safety on remediation before during demolition of the Jack Tar. The City has no other remediation procedure is available to consider at this time. The revised contract price with Council approval is \$142,405.94. If you agree please place on the next agendas.



admin / 350 Pine Street, Suite #765 :: Beaumont, TX 77701
 services / 6354 Hwy 105 :: Orange, TX 77630
 voice 409/883.5465 fax 409/883.9132

October 03, 2016

Re: **Change Proposal Request #3**
 City of Orange Fire Station #2

Origin of Change: Asbestos Abatement

Summary:

Change Order #3	Amount
Total Safety - Asbestos Survey	295.00
Action Restoration - Emergency Service Clean-Up	1500.00
Total Safety - Air Sampling During Emergency Clean-Up	390.00
Action Restoration - Abatement	8869.31
Total Safety - Air Sampling During Abatement & Final Report	2490.00
Subtotal	13544.31
Insurance	406.33
OH&P	1354.43
P&P Bond	459.15
TOTAL	15764.22

Cost Impact: \$15,764.22

Please indicate your acceptance to the contract change(s) noted above by signing below.

Best regards,

Colin Garrett
 President & COO

(Owner)
 Accepted: _____
 Date: _____

GandGEnterprises.com



EMSL Analytical, Inc.

5950 Fairbanks N. Houston Rd., Houston, TX 77040
Phone/Fax: (713) 686-3635 / (713) 686-3645
<http://www.EMSL.com> houstonlab@emsl.com

EMSL Order: 151607330
CustomerID: ICU80
CustomerPO:
ProjectID:

Attn: **Dan Ward**
Total Safety-EHS Services
365 Highway 365
Port Arthur, TX 77640

Phone: (409) 727-8227
Fax: (409) 729-5072
Received: 09/28/16 10:05 AM
Analysis Date: 9/28/2016
Collected: 9/27/2016

Project: #5685140 / Allie Payne Fire Station Asbestos Survey, Orange, TX

Test Report: Qualitative Asbestos Analysis by Transmission Electron Microscopy (TEM) and Drop Mount Technique

Sample	Description	TEM Result	Notes
1 151607330-0001	Interior Side of N. Exterior Wall of Truck Bay Drilled Out of Cinder Block Wall - Vermiculite	Actinolite	

LAB REPORT.

Analyst(s)

Jason Mote (1)

Michelle Leggett, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This is a qualitative screen only. There is a chance for false negatives with this method. Samples received in good condition unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc. Houston, TX

Initial report from 09/28/2016 14:24:24

Test Report TEMQual-7.21.0 Printed: 9/28/2016 2:24:24 PM

THIS IS THE LAST PAGE OF THE REPORT.

Notification Data Summary

2016/09/29

Page 1 of 3

Notification Number 2016008195
Status Original

Facility Owner

Name City of Orange
Attention David Frenzel
Address 803 West Green Ave
ORANGE, TX 77630
Phone 409-882-3611

Section I - Facility Information

Type Public
Is this a phased abatement project? No
Facility Fire Station #2
1901 Allie Payne Rd
ORANGE
ORANGE, TX
77632
Facility Contact Chief David Frenzel
Phone 409-882-1811
Area Description/ Room Number Garage
Age of building 40 years
Size 2500 square feet
Number of floors 1
Is Building Occupied? Yes
Is the facility a School K-12? No
Date of Asbestos Survey/NESHAP Inspection Sep 26, 2016
Analytical Method PLM

Section II - Type of Notification

Type Original
Is this project an emergency? No

Section III - Type of Work/Schedule

Type Abatement
Asbestos Abatement Work Schedule
Start Date Oct 14, 2016
End Date Oct 15, 2016
Day(s) of Operation Fri, Sat,
Work Hours 7:00 AM to 5:00 PM
Select abatement methods to be used Full Containment

Section IV - Asbestos to be Affected by Abatement/Demolition Activity



Name	Rudy Orta
Title	Safety Director
Company Affiliation	Action Restoration, Inc.
Phone	409-962-1647
Email	rudyo2003@yahoo.com
Date	Sep 29, 2016





TOTAL SAFETY

Building HEROES. Protecting HEROES.

September 28, 2016

G&G Enterprises
350 Pine Street, Ste. 765
Beaumont, Texas 77701
Attn: Mr. Steve Derouen
Office: 409-883-5465
s.derouen@gandgenterprises.com

Proposal for Services: Limited Asbestos Survey Proposal
Project Site: City of Orange Fire Station #2-CMU Filler Material
Proposal No.: P5101-16

INTRODUCTION

Total Safety U.S., Inc. (Total Safety) is pleased to present this proposal to G&G Enterprises for the limited asbestos survey at the City of Orange Fire Station #2 – CMU Filler Material located at 1960 Allie Payne Road in Orange, Texas. This proposal has been submitted per your request.

Scope of Work

Survey and Report - This survey meets the requirements of federal and state guidelines. We will provide a licensed individual to collect suspect asbestos samples from the subject area and make appropriate recommendations in the event sample analysis reveals asbestos content. The Texas Department of State Health Services **requires** that a survey report be on site during the asbestos abatement, renovation, or demolition activities:

- Conduct Department of State Health Services (DSHS)-Approved Asbestos Survey
- Provide Asbestos Labor & Equipment, Travel Time, and Mileage
- Prepare Survey Report and Summary of Findings
- Collect Suspect Material Samples
- Provide DSHS-Approved Laboratory Analysis
- Prepare Field Notes and Documents
- Provide Recommendations

FEE ESTIMATE

Total Safety proposes to provide the above mentioned services for a lump sum amount of **\$295.00**.

Total Safety U.S., Inc.

Our terms for payment are net 30 days. Payment in excess of 30 days will be subject to interest in accordance with the Total Safety Standard Terms and Conditions. Our Terms and Conditions are attached and incorporated herein by reference, which, together with this letter, will constitute the entire agreement between us.

Qualifications

Client Responsibilities

Client to provide access to the work area and will notify proper authorities of our presence.

Insurance Coverage

Total Safety carries a full range of insurance including Worker's Compensation, Professional Liability (\$1,000,000), Auto Liability (\$1,000,000) and a General Liability Umbrella (\$5,000,000).

If this proposal is deemed satisfactory, please sign below and return a copy (via facsimile) to me at 409-723-7485. An email to Daniel R. Ward (dward@totalsafety.com) referencing the proposal is also acceptable. Should you have any questions, please contact me at 409-727-8227.

We look forward to the opportunity to work with you on this project.

Sincerely,



Daniel R. Ward

Regional Manager EHS Services

DSHS License No. 10-5479

ATTACHMENTS: Total Safety Terms and Conditions

TERMS AND CONDITIONS

WARRANTY AND LIMITATION OF LIABILITY

Total Safety, U.S., Inc., (Total Safety) warrants that work will be performed in accordance with sound practice and professional standards ordinarily exercised by members of the profession practicing at the same time in the same location, but makes no other warranty, whether statutory, expressed or implied. **All other warranties are disclaimed, including, without limitation, the warranty of merchantability or fitness for a particular purpose.** In the event of an error, omission or other professional negligence or any breach of the above warranty occurring within one (1) year from the substantial completion of the project, the sole and exclusive responsibility of Total Safety shall be to re-perform the deficient work at its own expense. The remedy set forth herein is the client's sole and exclusive remedy for any breach of warranty or failure by Total Safety to comply with the terms of this Agreement.

REPORTS

Reports and recommendations made by Total Safety are only advisory in nature and are intended to assist the Customer in evaluating Customer's facility or operations. They are not intended to imply that no other defects or hazards exist or that all aspects and areas of the facility or operations are clear of hazards at the time of inspection. Final responsibility for the condition and operation of the facility lies with the Customer.

INDEMNITY

Each of Total Safety and Customer shall, to the extent permitted by law, indemnify, defend, and hold harmless the other from and against any and all claims, demands, complaints or actions of third parties (including employees of the parties or government agencies) arising from or relating to the Services (including personal injury, death, property damage or damage to the environment), to the extent caused or arising out of the negligence, willful misconduct, breach of these terms and conditions, or violation of law of or by the Indemnitor. Further, in the event the parties are jointly at fault or negligent, they agree to indemnify each other in proportion to their relative fault or negligence. The claims, demands, complaints, and actions covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorney's fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

In no event shall either Party have any liability to the other Party for any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however caused, and whether in contract, tort, or under any other theory of liability.

PRICES AND PAYMENT TERMS

Unless otherwise agreed by Total Safety, terms are FOB shipping point, net 30 days from date of Total Safety's invoice in U.S. currency. The purchase price and rental price for Equipment and/or Services are as set forth on the Proposal, which does not include sales tax or shipping, and is subject to adjustment annually. Customer shall pay all shipping and handling charges, as quoted or invoiced, regardless of the actual amount of shipping and handling charges applicable at time of shipment.

Total Safety U.S., Inc.

INSURANCE

Upon request of Customer, Customer shall be named as an additional insured on Total Safety's policies of insurance to the extent of Total Safety's indemnity obligations under this Agreement.

APPLICABILITY

These terms and conditions shall be binding on and inure to the benefit of the personal representatives, the successors, or the assigns of the parties. No waiver or statements by any representative of the service provider will be valid unless contained in this agreement. These terms and conditions constitute the entire agreement between Total Safety and Customer and shall not be amended except in a writing signed by both Parties.

FORCE MAJEURE

Total Safety shall not be responsible for failure to render work due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God.

SEVERABILITY

If any provision of this Agreement is held by any court or other competent authority to be void or enforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

GOVERNING LAW, VENUE AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed therein, exclusive of the choice of law or conflict of laws provisions thereof. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Texas, County of Harris, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Texas, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

Total Safety Terms & Conditions Accepted for Client

BY: _____

DATE: _____

TITLE: _____

Total Safety Approval

BY: _____

DATE: _____

David Johnson
General Manager



Phone #: 409-962-1647
 Fax #: 409-962-7650
 www.actiondki.com

Invoice

Remit to: 5215 Twin City Hwy.
 Port Arthur, TX 77642

Date	Invoice #
9/29/2016	870
Terms	Due Date
Net 30	10/29/2016

Bill To
G & G Enterprises Construction Corp. 350 Pine Street. #765 Beaumont, TX 77701

Project Location
The City of Orange Fire Station #2 1901 Allie Payne Rd. Orange, TX

Project	P.O. No.
PA-16-232-ASB	

Activity	Amount
Emergency service to HEPA vacuum up Vermiculite that poured out of cinder block walls being drilled into at the City of Orange Fire Station # 2	1,500.00

Thank you for your business Fed Tax ID - 76-0591039	Subtotal	\$1,500.00
	Sales Tax (0.0%)	\$0.00
	Total	\$1,500.00



Building HEROES. Protecting HEROES.

September 30, 2016

G&G Enterprises
350 Pine Street, Ste. 765
Beaumont, Texas 77701
Attn: Mr. Steve Derouen
Office: 409-883-5465
s.derouen@gandgenterprises.com

Subject: Proposal for Services: Asbestos Abatement Air Monitoring & Related Activities
Project Site: Orange Fire Station #2-Emergency Call Out-Air Sampling & Project Coordination
Proposal No: P5101-16A

Total Safety U.S., Inc., (Total Safety) is pleased to present this proposal to G&G Enterprises for the Emergency Call Out-Air Sampling and Project Coordination at the City of Orange Fire Station #2 located at 1960 Allie Payne Road in Orange, Texas. This work was conducted on September 29, 2016 per your request.

Scope of Work

Based on our review and understanding of the project, the following tasks are included in the Scope of Work:

- Provide on-site air monitoring
- Provide project coordination for the cleanup process

FEE ESTIMATE

Total Safety proposes to provide the above mentioned services for a lump sum amount of **\$390.00**.

Qualifications

Client Responsibilities

Client to provide access to the work area and will notify proper authorities of our presence.

Insurance Coverage

Total Safety carries a full range of insurance including Worker's Compensation, Professional Liability (\$1,000,000), Auto Liability (\$1,000,000) and a General Liability Umbrella (\$5,000,000).

Total Safety U.S., Inc.

If this proposal is deemed satisfactory, please sign below and return a copy (via facsimile) to me at 409-723-7485. An email to Daniel R. Ward (dward@totalsafety.com) referencing the proposal is also acceptable. Should you have any questions, please contact me at 409-727-8227.

We look forward to the opportunity to work with you on this project.

Sincerely,



Daniel R. Ward
Regional Manager EHS Services
DSHS License No. 10-5479

Attachment: Total Safety Terms & Conditions

Total Safety U.S., Inc.

TERMS AND CONDITIONS

WARRANTY AND LIMITATION OF LIABILITY

Total Safety, U.S., Inc. warrants that work will be performed in accordance with sound practice and professional standards ordinarily exercised by members of the profession practicing at the same time in the same location, but makes no other warranty, whether statutory, expressed or implied. **All other warranties are disclaimed, including, without limitation, the warranty of merchantability or fitness for a particular purpose.** In the event of an error, omission or other professional negligence or any breach of the above warranty occurring within one (1) year from the substantial completion of the project, the sole and exclusive responsibility of Total Safety US, Inc. shall be to re-perform the deficient work at its own expense. The remedy set forth herein is the client's sole and exclusive remedy for any breach of warranty or failure by Total Safety US, Inc. to comply with the terms of this Agreement.

REPORTS

Reports and recommendations made by Total Safety US, Inc. are only advisory in nature and are intended to assist the Customer in evaluating Customer's facility or operations. They are not intended to imply that no other defects or hazards exist or that all aspects and areas of the facility or operations are clear of hazards at the time of inspection. Final responsibility for the condition and operation of the facility lies with the Customer.

INDEMNITY

Each of Total Safety US, Inc. and Customer shall, to the extent permitted by law, indemnify, defend, and hold harmless the other from and against any and all claims, demands, complaints or actions of third parties (including employees of the parties or government agencies) arising from or relating to the Services (including personal injury, death, property damage or damage to the environment), to the extent caused or arising out of the negligence, willful misconduct, breach of these terms and conditions, or violation of law of or by the Indemnitor. Further, in the event the parties are jointly at fault or negligent, they agree to indemnify each other in proportion to their relative fault or negligence. The claims, demands, complaints, and actions covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorney's fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

In no event shall either Party have any liability to the other Party for any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however caused, and whether in contract, tort, or under any other theory of liability.

PRICES AND PAYMENT TERMS

Unless otherwise agreed by Total Safety, terms are FOB shipping point, net 30 days from date of Total Safety's invoice in U.S. currency. The purchase price and rental price for Equipment and/or Services are as set forth on the Proposal, which does not include sales tax or shipping, and is subject to adjustment annually. Customer shall pay all shipping and handling charges, as quoted or invoiced, regardless of the actual amount of shipping and handling charges applicable at time of shipment.

Total Safety U.S., Inc.

INSURANCE

Upon request of Customer, Customer shall be named as an additional insured on EHS Services' policies of insurance to the extent of EHS Services' indemnity obligations under this Agreement.

APPLICABILITY

These terms and conditions shall be binding on and inure to the benefit of the personal representatives, the successors, or the assigns of the parties. No waiver or statements by any representative of the service provider will be valid unless contained in this agreement. These terms and conditions constitute the entire agreement between Total Safety US, Inc. and Customer and shall not be amended except in a writing signed by both Parties.

FORCE MAJEURE

Total Safety US, Inc. shall not be responsible for failure to render work due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God.

SEVERABILITY

If any provision of this Agreement is held by any court or other competent authority to be void or enforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

GOVERNING LAW, VENUE AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed therein, exclusive of the choice of law or conflict of laws provisions thereof. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Texas, County of Harris, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Texas, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

Total Safety US, Inc. Terms & Conditions Accepted for Client

BY: _____

DATE: _____

TITLE: _____

Total Safety US, Inc. Approval

BY: _____

DATE: _____

David Johnson
General Manager



5215 N. Twin City Hwy.
Pt. Arthur, Texas 77642
409-962-1647- Office
409-962-7650-Fax
1800-218-9556-Toll

September 30, 2016

Mr. Steve Derouen
G and G Enterprises
350 Pine St. Ste 765
Beaumont, TX 77701

**RE: City of Orange Fire Station #2
1901 Allie Payne Rd.
Orange, TX**

Thank you for giving Action Restoration, Inc. the opportunity to bid this project.

Action proposes to:

Saw cut designated/marked door entryways on the bay side and the new addition side of adjoining wall. Remove and dispose of all asbestos containing waste materials. Work be performed in a negative pressure containment to prevent spread of contamination.

Cost to Perform Work \$8,869.31

General:

- All work will be carried out in accordance with all EPA, OSHA and TDH Rules, Regulations and Guidelines
- The above pricing includes no replacement materials or systems to including labor to install replacement materials or systems.
- Water & Power shall be provided to Action Restoration at no additional charge.

Should there be any questions or if ACTION can offer any further assistance, please call us at 409-962-1647.

Respectfully,
Lynn Therrien



Building HEROES. Protecting HEROES.

September 30, 2016

G&G Enterprises
350 Pine Street, Ste. 765
Beaumont, Texas 77701
Attn: Mr. Steve Derouen
Office: 409-883-5465
s.derouen@gandgenterprises.com

Subject: Proposal for Services: Asbestos Abatement Air Monitoring & Related Activities
Project Site: City of Orange Fire Station #2
Proposal No: P5101-16B

Total Safety U.S., Inc., (Total Safety) is pleased to present this proposal to G&G Enterprises for the asbestos monitoring activities scheduled for the City of Orange Fire Station #2 located at 1960 Allie Payne Road in Orange, Texas. This proposal is being sent per your request.

Scope of Work

Based on our review and understanding of the project, the following tasks are included in the Scope of Work:

- Prepare abatement plans and specifications
- Provide on-site air monitoring during the abatement work
- Interface with regulatory agencies as required for the asbestos abatement
- Provide a final closeout report at the project completion

A description of the proposed tasks is provided in the following paragraphs.

Technical Specifications

Successful asbestos abatement projects include well-written, practical specifications/scope of work, and a good, qualified contractor. The technical specifications will set out the requirements for abatement activities. The initial task for abatement projects involves a comprehensive review of available documentation including asbestos survey reports, previous abatement work, and the existing building drawings, if applicable.

Total Safety U.S., Inc.

Abatement Monitoring

Proper abatement monitoring is essential to reducing the owner's liability on asbestos abatement projects. Total Safety proposes to monitor the abatement project on a full-time basis utilizing fully accredited and licensed asbestos field personnel. Tasks to be performed as part of the day-to-day abatement monitoring activities include:

- Provide oversight for compliance with project specifications, state and federal regulations and be available for on-site resolution of problems or emergency situations
- Collection of air samples during the abatement activities and analyze samples utilizing Phase Contrast Microscopy (PCM)
- Providing final clearance air sampling inside each work area
- Provide daily documentation of abatement activities
- Assist in dispute resolution
- Provide overall project oversight and be the owner's on-site representative at all times

Final Report

Upon completion of the entire abatement project, a final report will be prepared which will provide all supporting documentation, including results of daily air sampling inside and outside the containment, daily field reports, final clearance procedures and all relevant supporting documentation.

Fee Estimate

- **Air Monitoring Technician/Project Management** **\$550.00/day**
- **Specs/Final Report** **\$290.00**

The \$550.00 daily rate will be charged for each day the abatement contractor is on site.

Qualifications

Client Responsibilities

Client to provide access to the work area and will notify proper authorities of our presence.

Insurance Coverage

Total Safety carries a full range of insurance including Worker's Compensation, Professional Liability (\$1,000,000), Auto Liability (\$1,000,000) and a General Liability Umbrella (\$5,000,000).

$$\begin{array}{r} \$ 550 \times 4 = \\ + 290 \\ \hline \$ 2490 \end{array}$$

Total Safety U.S., Inc.

If this proposal is deemed satisfactory, please sign below and return a copy (via facsimile) to me at 409-723-7485. An email to Daniel R. Ward (dward@totalsafety.com) referencing the proposal is also acceptable. Should you have any questions, please contact me at 409-727-8227.

We look forward to the opportunity to work with you on this project.

Sincerely,



Daniel R. Ward
Regional Manager EHS Services
DSHS License No. 10-5479

Attachment: Total Safety Terms & Conditions

Total Safety U.S., Inc.

TERMS AND CONDITIONS

WARRANTY AND LIMITATION OF LIABILITY

Total Safety, U.S., Inc. warrants that work will be performed in accordance with sound practice and professional standards ordinarily exercised by members of the profession practicing at the same time in the same location, but makes no other warranty, whether statutory, expressed or implied. **All other warranties are disclaimed, including, without limitation, the warranty of merchantability or fitness for a particular purpose.** In the event of an error, omission or other professional negligence or any breach of the above warranty occurring within one (1) year from the substantial completion of the project, the sole and exclusive responsibility of Total Safety US, Inc. shall be to re-perform the deficient work at its own expense. The remedy set forth herein is the client's sole and exclusive remedy for any breach of warranty or failure by Total Safety US, Inc. to comply with the terms of this Agreement.

REPORTS

Reports and recommendations made by Total Safety US, Inc. are only advisory in nature and are intended to assist the Customer in evaluating Customer's facility or operations. They are not intended to imply that no other defects or hazards exist or that all aspects and areas of the facility or operations are clear of hazards at the time of inspection. Final responsibility for the condition and operation of the facility lies with the Customer.

INDEMNITY

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In no event shall either Party have any liability to the other Party for any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, however caused, and whether in contract, tort, or under any other theory of liability.

PRICES AND PAYMENT TERMS

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Total Safety U.S., Inc.

INSURANCE

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APPLICABILITY

These terms and conditions shall be binding on and inure to the benefit of the personal representatives, the successors, or the assigns of the parties. No waiver or statements by any representative of the service provider will be valid unless contained in this agreement. These terms and conditions constitute the entire agreement between Total Safety US, Inc. and Customer and shall not be amended except in a writing signed by both Parties.

FORCE MAJEURE

Total Safety US, Inc. shall not be responsible for failure to render work due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God.

SEVERABILITY

If any provision of this Agreement is held by any court or other competent authority to be void or enforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

GOVERNING LAW, VENUE AND JURISDICTION

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Total Safety US, Inc. Terms & Conditions Accepted for Client

BY: _____ DATE: _____

TITLE: _____

Total Safety US, Inc. Approval

BY: _____ DATE: _____

David Johnson
General Manager



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

ACTION RESTORATION INC

is certified to perform as a

Asbestos Transporter

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

A handwritten signature in cursive script, appearing to read "John Hellerstedt".

JOHN HELLERSTEDT, M.D.
COMMISSIONER OF HEALTH

License Number: 400468

Control Number: 96251

Expiration Date: 6/3/2018

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

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

WHEREAS, on May 24, 2016 the City of Orange, Texas entered into a contract with G & G Enterprises Construction Corp. in the amount of \$122,800.00 for the Fire Station #2 Addition; and

WHEREAS, on September 13, 2016 amended said contract per Change Order No.1, increasing the contract price to \$126,641.72; and

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

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

That the contract between G & G Enterprises Construction Corp. and the City of Orange, Texas is hereby amended as per the attached Change Order No.2, increasing the contract price to \$142,405.94; now therefore

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign said Change Order No. 2.

PASSED, APPROVED and ADOPTED on this the 11th day of October 2016.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, Deputy City Secretary

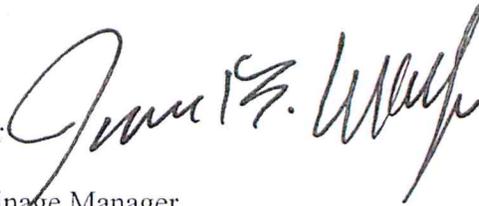
APPROVED:

City Attorney

FORM 1295 ACKNOWLEDGMENT NO. _____

MEMO

To: Jim Wolf, Public Works Director



From: Mike Marcantel, Street & Drainage Manager

Date: 10 - 4 - 16

Subject: New Breaker Hammer

The Street and Drainage Department would like to request permission to purchase a new breaker hammer for the Terex 840 backhoe as requested in the budget. The new breaker hammer is to replace the old worn out beyond repair breaker hammer. The breaker hammer is used to repair concrete on city streets. Beaumont Tractor is the only Terex dealer in the golden triangle and Terex manufacturer does not offer this breaker hammer on HGAC.

If you have any questions please feel free to give me a call at 883 - 1907.

Thank you.

Mike Marcantel
Street & Drainage Manager

Mike Marcantel

From: kyle@beaumonttractor.com
Sent: Tuesday, October 04, 2016 10:56 AM
To: mmarcantel@orangetx.org
Subject: Terex Hammer
Attachments: CityofOrange TX1400 6_10_16.doc

Mike

Terex does not offer this hammer on a HGAC type purchase. If you have any questions let me know. Thanks

Kyle

Kyle Lee

Beaumont Tractor

Outside Sales/Rental

409.866.3360 office

409.790.5348



4430 College Street
Beaumont, TX 77707
Phone: 409-866-3360
Fax: 409-866-5884

October 4, 2016

City of Orange
ATTN: Daniel
Ph
Fax

Here is the quote you requested:

QTY.	DESCR.	TOTAL
1	Terex TX1400, Hammer for 840 Backhoe	\$12,395.00
	Totals	\$12,395.00

QTY.	DESCR.	TOTAL
	Totals	

If you have any questions please give me a call. Thank you for the opportunity!

Sincerely,

Kyle Lee
Outside Sales

www.BeaumontTractor.com

A RESOLUTION FOR APPROVAL FOR THE CITY OF ORANGE PUBLIC WORKS DEPARTMENT TO PURCHASE A BREAKER HAMMER FROM BEAUMONT TRACTOR IN THE AMOUNT OF \$12,395.00.

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

That the City of Orange Street and Drainage Department may purchase a new Terex TX1400 breaker hammer for the 840 backhoe in the amount of TWELVE THOUSAND THREE HUNDRED NINETY FIVE (\$12,395.00) AND NO/100.

PASSED, APPROVED and ADOPTED on this the 11th day of October 2016.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, Deputy City Secretary

APPROVED:

City Attorney

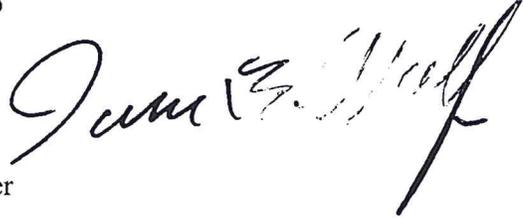
FORM 1295 ACKNOWLEDGMENT NO. _____

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

October 4, 2016

To: James B. Wolf, Public Works Director
From: James Lawrence, Public Services Manager
Re: Capital Purchase FY 2017
New Dixie Chopper



When the budget for FY 2017 was adopted, the Public Works Department received approval to purchase a Dixie Chopper. We have located a model 3160HP from Mowers and Tractors with the pricing of \$9,759.00.

Although Mower and Tractors were not the lowest quote, they are within the 5% margin for buy Orange First. Attached are the quotes with specifications for the new Dixie Chopper. If you are in agreement with this purchase, we request that it is placed on the next Council Agenda for approval.

Status: Invoice
 Invoice Date: 09/06/2016
 Print Date: 9/6/2016

Cottons Lawn Mower
 204 E Brimstone
 Sulphur LA, 70663
 337-527-9045
 337-527-8370 fax
 cottonslm@yahoo.com

Invoice #: 32656

BILLING ADDRESS
 JIM WOLF
 CITY OF ORANGE
 303 N 8TH STREET
 PO BOX 520
 ORANGE, TX 77631
 United States
 409-883-1082

SHIP ADDRESS
 JIM WOLF
 CITY OF ORANGE
 303 N 8TH STREET
 PO BOX 520
 ORANGE, TX 77631
 United States
 409-883-1082

Sales Rep	Terms	Tax Code	Customer PO	Permit Number	Sales Type	Ship Date
	QUOTE	NT			Regular or Over the Counter	09/06/2016

Qty	OEM Code	Item No	Item Description	Bin Location	List	Net	Amount
1.00		DIXIE CHOPPER	CLASSIC 3160HP		\$9,399.00	\$9,399.00	\$9,399.00
1.00			(I assume you are tax exempt)		\$0.00	\$0.00	\$0.00

Invoice Payments

Type	Amount
Other	\$9,399.00
Ref: QUOTE	

WE APPRECIATE YOUR BUSINESS

25% restocking on belts. No exchange or refund on electrical or special order parts.

Total Invoice

Items:	\$0.00
Fee:	\$0.00
Labor:	\$0.00
Kits:	\$0.00
Units:	\$0.00
Misc:	\$9,399.00
Subtotal:	\$9,399.00
Ship by Will Call:	\$0.00
sales tax:	
Total Due:	\$9,399.00
Total Paid:	\$9,399.00
Change:	\$0.00

WELCH ENTERPRISES, L.L.C. DBA: CUTTERS
 OUTDOOR POWER EQUIPMENT
 515 6TH ST
 LAKE CHARLES, LA 70601

Quote

Date	Quote #
9/9/2016	19

Name / Address
City of Orange 402 South 10 Street Orange, Tx. 77630

Rep	Project

Description	Qty	Total
Dixie Chopper Classic 3160 HP	1	12,199.00
Sales Tax		-2,699.00
		0.00
Total		59,500.00

Total	Web Site
cuttersoutdoorpower.com	

A RESOLUTION FOR APPROVAL FOR THE CITY OF ORANGE PUBLIC WORKS DEPARTMENT TO PURCHASE A DIXIE CHOPPER FROM MOWERS AND TRACTORS IN THE AMOUNT OF \$9,759.00.

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

That the City of Orange Park Maintenance Department may purchase a new Model 3160HP Dixie Chopper in the amount of NINE THOUSAND SEVEN HUNDRED FIFTY NINE (\$9,759.00) AND NO/100.

PASSED, APPROVED and ADOPTED on this the 11th day of October 2016.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, Deputy City Secretary

APPROVED:

City Attorney

FORM 1295 ACKNOWLEDGMENT NO. _____

Memo

TO: City Manager – Dr. Shawn Oubre
FROM: Police Chief – Lane Martin
SUBJECT: Purchase of Police Vehicles
DATE: October 4, 2016

The Orange Police Department would like to purchase three new police vehicles to replace three aging vehicles from the Patrol Division. The three vehicles to be replaced have over 100,000 miles on them. Upon arrival of the new vehicles, the old ones will be placed on the Renee Bates Auction for sale to the highest bidder. The information for each new vehicle and each vehicle to be auctioned is listed below.

As a government entity, the City receives larger discounts than businesses through fleet purchases or the public through negotiation. This program (HGAC) was set up and restricted to government entities to provide the most cost effective purchase plan using tax dollars. Participation includes but not limited to, vehicles, equipment, paper goods, etc.

The three new vehicles to be purchased are 2017 Chevrolet Tahoes. They will be purchased from Caldwell Country Chevrolet, an authorized HGAC dealer who we have used on previous occasions.

NEW VEHICLE PRICES

(3) 2017 marked Patrol Chevrolet Tahoes @ \$32,435.00	=	\$97,305.00
(1) *****\$600.00 HGAC Fee*****	=	\$600.00
		\$97,905.00

The equipment needed to properly equip each police vehicle will be purchased from Silsbee Fleet Group, who the City has used on previous occasions.

The cost to properly equip each vehicle is as follows:

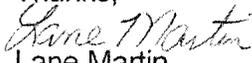
(2) Marked Chevrolet Tahoe Patrol Vehicles @ 9,609.12	=	\$19,218.24
(1) Marked Chevrolet Tahoe Patrol Vehicles @ 8,249.63	=	\$ 8,249.63
		\$27,467.87

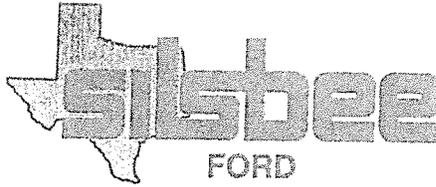
The accessory installation will be performed by the City of Orange Service Center.

VEHICLES TO BE ACTIONED - To be placed on Renee Bates Auction.

- 1) 2013 Ford Taurus VIN # 1FAHP2M8XDG124709 (Patrol Division Vehicle)
- 2) 2013 Ford Taurus VIN # 1FAHP2M86DG124707 (Patrol Division Vehicle)
- 3) 2013 Ford Taurus VIN # 1FAHP2M81DG124713 (Patrol Division Vehicle)

If this meets your approval, please have this placed on the next agenda.

Thanks,

Lane Martin



1211 Highway 96 North
 SILSBEE, TEXAS 77656
 (409) 895-3800

PARTS INVOICE

INVOICE NO 002622	CUSTOMER NO ORAN52	RO	PO #	CUSTOMER NAME CITY OF ORANGE	DATE 10/03/16
THANK YOU FOR YOUR BUSINESS			PO BOX 520 ORANGE TX 77631-0520		
PATROL TAHOES					

Customer Quote

F58	(3)	2	SO.ENFLBS1254DUO	DUO LIGHTBAR	3809.65	1695.00	3390.00
F45	(3)	2	SO.ETSA481RSP	SIREN	884.00	399.60	799.20
F58	(3)	2	SO.ETSS100N	SPEAKER	295.00	100.40	200.80
F58	(3)	2	SO.ENT2B3B	INTERSECTOR BLU	247.00	118.50	237.00
F58	(3)	2	SO.ENT2B3R	INTERSECTOR RED	247.00	118.50	237.00
F53	(3)	4	SO.ENFDGS3RB	12 LED R/B	388.00	191.00	764.00
F54	(3)	4	SO.ENFSWP3J	NFOR 12 LED	152.22	103.20	412.80
F55	(3)	2	SO.ENFSSS4BRA	NFORCE LED	150.10	102.72	410.88
	(3)	2	SO.EL3ULCUS	NFORCE VERT LPB	33.60	33.60	67.20
	(3)	2	SO.ETHTAH007	CUSTOM ULTRA	474.28	372.00	744.00
F87	(3)	2	425-6012	07+ TAHOE FLASH	74.35	50.98	101.96
F24	(3)	2	425-6022	15" CONSOLE STD	161.13	115.78	231.56
F3	(3)	2	425-6205	SILV FLOOR PLAT	126.66	91.01	182.02
F3	(3)	2	425-6411	DUAL CUPHOLDER	44.09	31.68	63.36
F3	(3)	4	425-6035	ARMREST	116.00	66.82	133.64
F46	(3)	2	W.D6RRRB	MIC CLIP	20.00	11.52	46.08
	(3)	2	SO.ETSS100CBKTH15-P	R/B DOMINATOR	421.66	346.80	693.60
	(3)	2	SET.PB400ALUTAH	PASS SPKR BRKT	57.00	27.36	54.72
	(3)	2	SET.10XLCTAHOE	15-17 TAH PB	399.00	249.19	498.38
F87	(3)	2	SET.GK10301SLU	15-17 TAH PARTI	699.00	570.49	1140.98
	(3)	2	PG.S5705T15	DUAL VERT RACK	399.00	284.89	569.78
	(3)	2	STA.SDSL2KA	TAH REAR SEAT	1096.00	789.00	1578.00
F7	(3)	2	TES.453440	DUAL SL RADAR	3250.00	2574.90	5149.80
F6	(3)	2	TES.13203	COAX W/NMO MNT	20.98	20.58	41.16
F6	(3)	2	TES.55279	800MHZ BLK LP	33.04	23.74	47.48
F57	(3)	2	SL.20602	FME TO MINI UHF	8.99	5.68	11.36
F63	(3)	2	.14A080	SL20L W/DC CHGR	198.00	108.00	216.00
F5	(3)	2	HAV.CGX	AUX FUSE BLOCK	36.33	25.00	50.00
F46	(3)	2	W.DBKT4	GHRG GUARD	99.00	64.15	128.30
	(3)	2	GS.ULT2005R	DOMIN BRKT	23.50	13.59	27.18
F2	(3)	2	425-6178	GRAPHICS	664.66	495.00	990.00
F2	(3)	2	425-6394	SO 481 SERIES	.00	.00	.00
F2	(3)	2	425-6117	WG 4RE PLATE	.00	.00	.00
F1	(3)	2	425-6051	MOTOROLA F/P	.00	.00	.00
				2" BLANK	.00	.00	.00

Counterman 57 Quoted: 10/03/2016 15:02:04

DISCLAIMER OF WARRANTIES
 Any warranties on the product sold hereby are those made by the manufacturer. The Silsbee, Texas Ford, Inc. hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability of fitness for particular purpose, and Silsbee Ford, Inc. neither assumes nor authorizes any person to assume for it any liability for any product or service.

TERMS
 No returns on electrical or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.

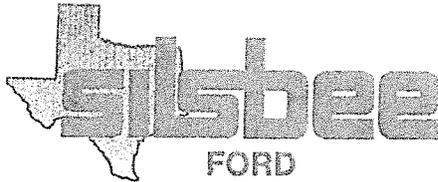
CUSTOMER SIGNATURE

Parts 19218.24
 State Tax .00

Quote Total 19218.24

002622 Customer Quote

AUTOSCF FORMS 1497-407-4507



1211 Highway 96 North
 SILSBEE, TEXAS 77656
 (409) 895-3800

PARTS INVOICE

INVOICE NO. 002623	CUSTOMER NO. ORAN52	RO	PO. #	CUSTOMER NAME CITY OF ORANGE	DATE 10/03/16
THANK YOU FOR YOUR BUSINESS			PO BOX 520 ORANGE TX 77631-0520		
PATROL TAHOES					

Customer Quote

F58	(3)	1	SO.ENFLBS1254DUO	54" NFORCE DUO	3809.65	1695.00	1695.00
F45	(3)	1	SO.ETSA481RSP	400 SERIES SRN	884.00	399.60	399.60
F58	(3)	1	SO.ETSS100N	COMP SPEAKER	295.00	100.40	100.40
F58	(3)	1	SO.ENT2B3B	INTERSECTOR BLU	247.00	118.50	118.50
F58	(3)	1	SO.ENT2B3R	INTERSECTOR RED	247.00	118.50	118.50
F53	(3)	2	SO.ENFDGS3RB	12 LED R/B	388.00	191.00	382.00
F54	(3)	2	SO.ENFSWP3J	NFOR 12-LED	152.22	103.20	206.40
F55	(3)	1	SO.ENFSSS4BRA	NFORCE LED	150.10	102.72	205.44
	(3)	1	SO.PNFSLBRK2LPV	NFOR VERT LPB	33.60	33.60	33.60
	(3)	1	SO.EL3ULCUS	CUSTOM ULTRA	474.28	372.00	372.00
	(3)	1	SO.ETHTAH007	07- TAHOE FLASE	74.35	50.98	50.98
F87	(3)	1	425-6012	15" CONSOLE STD	161.13	115.78	115.78
F24	(3)	1	425-6022	SILV FLOOR PLAT	126.66	91.01	91.01
F3	(3)	1	425-6205	DUAL CUPHOLDER	44.09	31.68	31.68
F3	(3)	1	425-6411	ARMEST	116.00	66.82	66.82
F3	(3)	2	425-6035	MIC CLIP	20.00	11.52	23.04
F46	(3)	1	W.D6RRRBBB	R/B DOMINATOR	421.66	346.80	346.80
	(3)	1	SO.ETSS100CBKTH15-P	PASS SPKR BRKT	57.00	27.36	27.36
	(3)	1	SET.PB400ALUTAH	15-17 TAHOE PB	399.00	249.19	249.19
F87	(3)	1	SET.GK10301S1U	DUAL VERT RACK	399.00	284.89	284.89
	(3)	1	STA.SDSL2KA	DUAL SL RADAR	3250.00	2574.90	2574.90
F7	(3)	1	TES.453440	COAX W/NMO MNT	20.98	20.58	20.58
F6	(3)	1	TES.13203	800MHZ BLK LP	33.04	23.74	23.74
F6	(3)	1	TES.55279	FME TO MINI UHF	8.99	5.68	5.68
F57	(3)	1	SL.20602	SL20L W/DC CHGR	198.00	108.00	108.00
F63	(3)	1	.14A080	AUX FUSE BLOCK	36.33	25.00	25.00
F5	(3)	1	HAV.CGX	CHRG GUARD	99.00	64.15	64.15
F46	(3)	1	W.DBKT4	DOMIN BRKT	23.50	13.59	13.59
	(3)	1	GS.ULT2005R	GRAPHICS	664.66	495.00	495.00
F2	(3)	1	425-6178	FACE PLATE	.00	.00	.00
F2	(3)	1	425-6394	WG 4RE	.00	.00	.00
F2	(3)	1	425-6117	MOTOROLA F/P	.00	.00	.00
F1	(3)	1	425-6051	2" FILLER PLATE	.00	.00	.00

Counterman 57 Quoted: 10/03/2016 14:18:34

DISCLAIMER OF WARRANTIES Any warranties on the product sold hereby are those made by the manufacturer. The Sales, Silsbee Ford, Inc., hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and Silsbee Ford, Inc., neither assumes nor authorizes any person to assume for Silsbee Ford, Inc. in connection with the sale of such products.	TERMS No returns on electrical or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without bill invoice.
CUSTOMER SIGNATURE	

Parts 8249.63
 State Tax .00

Quote Total 8249.63

002623

Customer Quote

27,967.87

AUTOSOFT FORMS 1-877-427-4397

A RESOLUTION FOR APPROVAL FOR THE CITY OF ORANGE POLICE DEPARTMENT TO PURCHASE THREE (3) CHEVROLET TAHOES THROUGH HGAC IN THE AMOUNT OF \$97,305.00 AND APPROVAL TO PURCHASE EQUIPMENT FOR SAID VEHICLES THROUGH SILSBEE FLEET GROUP IN THE AMOUNT OF \$27,467.87.

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

That the City of Orange Police Department may purchase through HGAC three (3) Chevrolet Tahoes in the amount of NINETY SEVEN THOUSAND THREE HUNDRED FIVE (\$97,305.00) AND NO/100. That the City of Orange Police Department may also purchase equipment for said vehicles through Silsbee Fleet Group in the amount of TWENTY SEVEN THOUSAND FOUR HUNDRED SIXTY SEVEN (\$27,467.87) AND 87/100.

PASSED, APPROVED and ADOPTED on this the 11th day of October 2016.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, Deputy City Secretary

APPROVED:

City Attorney

MOTION

Motion appointing Patricia Anderson to fill the position of City Secretary, effective
October 11, 2016.

Jimmy Sims, Mayor

ATTEST:

City Secretary

October 11, 2016

INTEROFFICE MEMORANDUM

TO: MAYOR AND COUNCIL
FROM: SHAWN OUBRE
SUBJECT: CITY SECRETARY RECOMMEDATION
DATE: OCTOBER 6, 2016
CC: JACK SMITH

The City is made up of nine departments managed by eight department heads. The City of Orange Charter (the “Charter”) Section 4.02-Powers and Duties states that the City Manager shall “Appoint and remove all departments and officers and employees of the City, except as otherwise provided in this Charter...”

The City Secretary is one of these eight department heads. The Charter Section 3.09-City Secretary states “The City Council shall designate an officer of the City who shall be recommended by the City Manager to serve as City secretary.”

The former City Secretary gave notice of retirement in July 2016 in order to have time for a search for her replacement to occur. Hiring policy allows for posting the opening internally for current employees to submit their names for consideration or an external search will occur. The job was posted internally and the City received one applicant, Ms. Patricia Anderson.

I recommend to you the approval of Ms. Patricia Anderson as the City Secretary for the City of Orange.

MEMORANDUM

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

From: Kelvin Knauf, Director of Planning and Community Development

Subject: Consider declaring a .26 acre tract or parcel of land situated as Lot 45.5' x 248' of I O/L-20 Sheldon Addition located at 1404 Burton Avenue currently owned by the City of Orange as surplus property and authorize the city manager to proceed with the sale or exchange of the property

Date: September 30, 2016

Background

The City owns property located at 1404 Burton Avenue as indicated on the attached Exhibit "A". A person has expressed interest in buying the property. The sale of this property has been reviewed by the departments and no department has a need for the property.

The City Charter requires that before there is a sale or exchange of City property, it must first be submitted to and considered by the Planning and Zoning Commission for a recommendation to the City Council. The P&Z met on September 29, 2016 and voted unanimously to recommend that the property be declared surplus property.

The Comprehensive Plan does not address the disposal of City property and leaves this issue to the discretion of the Planning and Zoning Commission and City Council.

Recommendation

I recommend that the City Council vote to declare the property located at 1404 Burton Avenue as surplus property and authorize the city manager to proceed with the sale or exchange of the property.

Exhibit A



MOTION

Motion declaring the property located at 1404 Burton Avenue as surplus property and authorizing the city manager to proceed with the sale or exchange of the property.

Jimmy Sims, Mayor

ATTEST:

City Secretary

October 11, 2016

MEMORANDUM

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

From: Kelvin Knauf, Director of Planning and Community Development

Subject: Consider declaring a .194 acre tract or parcel of land situated in ABST 74 J ENNER TR 013 located at 2943 11th Street currently owned by the City of Orange as surplus property and authorize the city manager to proceed with the sale or exchange of the property

Date: September 30, 2016

Background

The City owns property located at 2943 11th Street as indicated on the attached Exhibit "A". A person has expressed interest in buying the property. The sale of this property has been reviewed by the departments and no department has a need for the property.

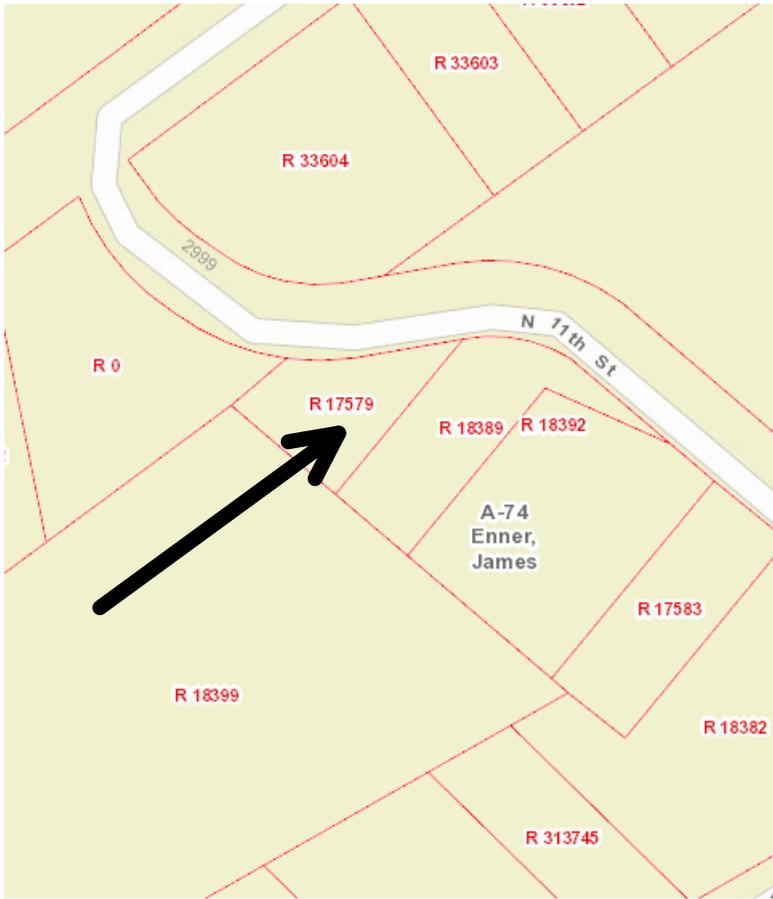
The City Charter requires that before there is a sale or exchange of City property, it must first be submitted to and considered by the Planning and Zoning Commission for a recommendation to the City Council. The P&Z met on September 29, 2016 and voted unanimously to recommend that the property be declared as surplus property.

The Comprehensive Plan does not address the disposal of City property and leaves this issue to the discretion of the Commission and City Council.

Recommendation

I recommend that the City Council declare the property located at 2943 11th Street as surplus property and that the city manager be authorized to proceed with the sale or exchange of the property.

Exhibit A



MOTION

Motion declaring the property located at 2943 11th Street as surplus property and authorizing the city manager to proceed with the sale or exchange of the property.

Jimmy Sims, Mayor

ATTEST:

City Secretary

October 11, 2016

MOTION

Motion approving the Orange Economic Development Corporation Motion of Intent to expend funds in the amount of \$5,000 for membership to the Orange County Economic Development Corporation as an Advisory Member for year 2016 – 2017.

Jimmy Sims, Mayor

ATTEST:

Trisha Anderson, Deputy City Secretary

October 11, 2016

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: October 3, 2016

TO: Dr. Shawn Oubre, City Manager

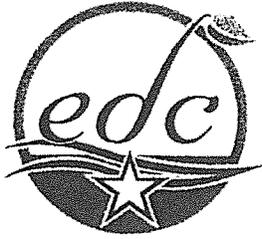
FROM: Jay Trahan, EDC Director

RE: ORANGE COUNTY EDC MEMBERSHIP 2016 - 2017

Please see the attached Membership Structure document submitted by the Orange County Economic Development Corporation (EDC) related to three levels, which include the following: PER CAPITA MEMBER, ADVISORY MEMBER, and ASSOCIATE MEMBER.

The City EDC Board at its September 27 meeting approved participation in the Orange County EDC at the ADVISORY MEMBER level in the amount of \$5,000 for year 2016 – 2017, and made the recommendation to appoint me, City EDC Director, as the representative.

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



orange county, texas
preserving resources :: developing the future

2016-2017

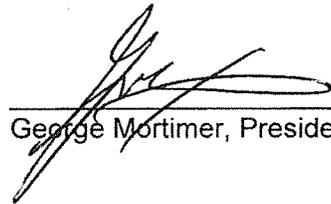
Membership Structure

New member requests are reviewed by the Board of Directors. Potential new members will be contacted regarding the date and time of such review. Payment is due upon Board approval.

PER CAPITA MEMBER (MUST BE A GOVERNMENTAL OR PUBLICLY FUNDED ORGANIZATION)	
Membership Dues:	Based on population and per capital percentage
Benefits:	<ul style="list-style-type: none"> Representation on Board of Directors (2 Votes) Eligible to hold office on Board of Directors Inclusion in all closed sessions Personal notification of all EDC activities including public hearings, EDC Board Meetings, Reinvestment Zone Hearings, Abatement Application Requests Invitation to join the Orange County EDC at the annual Economic Outlook Forum Recognition on newly designed OCEDC Website Participation in Committees as established
ADVISORY MEMBER (MUST BE A GOVERNMENTAL OR PUBLICLY FUNDED ORGANIZATION)	
Membership Dues:	\$5000
Benefits:	<ul style="list-style-type: none"> Representation on Board of Directors (1 Vote) Inclusion in all closed sessions Personal notification of all EDC activities including public hearings, EDC Board Meetings, Reinvestment Zone Hearings, Abatement Application Requests Invitation to join the Orange County EDC at the annual Economic Outlook Forum Recognition on newly designed OCEDC Website Participation in Committees as established
ASSOCIATE MEMBER (OPEN TO ALL ORGANIZATIONS AND INDIVIDUALS)	
Membership Dues:	\$1000
Benefits:	<ul style="list-style-type: none"> Personal notification of all EDC activities including public hearings, EDC Board Meetings, Reinvestment Zone Hearings, Abatement Application Requests Invitation to join the Orange County EDC at the annual Economic Outlook Forum Recognition on newly designed OCEDC Website Participation in Committees as established

MOTION

Motion authorizing payment in the amount of \$5,000.00 to the Orange County Economic Development Corporation for membership for 2016-2017 at an Advisory Member level and naming a City of Orange representative to serve on the Orange County Economic Development Corporation Board of Directors.



George Mortimer, President

ATTEST:



Dean Granger, Vice-President
September 27, 2016

MOTION

Motion appointing a City representative, _____, to the Orange County Economic Development Corporation for 2016 – 2017 to serve at the Advisory Member level.

Jimmy Sims, Mayor

ATTEST:

Trisha Anderson, Deputy City Secretary

October 11, 2016

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: October 3, 2016

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, EDC Director

RE: ORANGE COUNTY EDC MEMBERSHIP 2016 - 2017

Please see the attached Membership Structure document submitted by the Orange County Economic Development Corporation (EDC) related to three levels, which include the following: PER CAPITA MEMBER, ADVISORY MEMBER, and ASSOCIATE MEMBER.

The City EDC Board at its September 27 meeting approved participation in the Orange County EDC at the ADVISORY MEMBER level in the amount of \$5,000 for year 2016 – 2017, and made the recommendation to appoint me, City EDC Director, as the representative.

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



orange county, texas
preserving resources :: developing the future

2016-2017

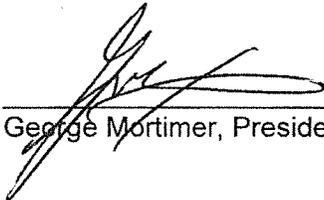
Membership Structure

New member requests are reviewed by the Board of Directors. Potential new members will be contacted regarding the date and time of such review. Payment is due upon Board approval.

PER CAPITA MEMBER (MUST BE A GOVERNMENTAL OR PUBLICLY FUNDED ORGANIZATION)	
Membership Dues:	Based on population and per capital percentage
Benefits:	<ul style="list-style-type: none"> Representation on Board of Directors (2 Votes) Eligible to hold office on Board of Directors Inclusion in all closed sessions Personal notification of all EDC activities including public hearings, EDC Board Meetings, Reinvestment Zone Hearings, Abatement Application Requests Invitation to join the Orange County EDC at the annual Economic Outlook Forum Recognition on newly designed OCEDC Website Participation in Committees as established
ADVISORY MEMBER (MUST BE A GOVERNMENTAL OR PUBLICLY FUNDED ORGANIZATION)	
Membership Dues:	\$5000
Benefits:	<ul style="list-style-type: none"> Representation on Board of Directors (1 Vote) Inclusion in all closed sessions Personal notification of all EDC activities including public hearings, EDC Board Meetings, Reinvestment Zone Hearings, Abatement Application Requests Invitation to join the Orange County EDC at the annual Economic Outlook Forum Recognition on newly designed OCEDC Website Participation in Committees as established
ASSOCIATE MEMBER (OPEN TO ALL ORGANIZATIONS AND INDIVIDUALS)	
Membership Dues:	\$1000
Benefits:	<ul style="list-style-type: none"> Personal notification of all EDC activities including public hearings, EDC Board Meetings, Reinvestment Zone Hearings, Abatement Application Requests Invitation to join the Orange County EDC at the annual Economic Outlook Forum Recognition on newly designed OCEDC Website Participation in Committees as established

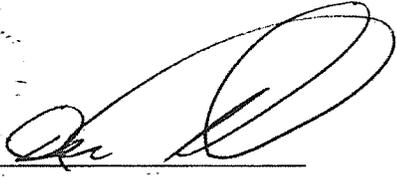
MOTION

Motion authorizing payment in the amount of \$5,000.00 to the Orange County Economic Development Corporation for membership for 2016-2017 at an Advisory Member level and naming a City of Orange representative to serve on the Orange County Economic Development Corporation Board of Directors.



George Mortimer, President

ATTEST:



Dean Granger, Vice-President
September 27, 2016

MOTION

Motion accepting the resignation of Mr. David Meaux from the Orange Economic Development Corporation board of directors effective September 21, 2016.

Jimmy Sims, Mayor

ATTEST:

Trisha Anderson, Deputy City Secretary

October 11, 2016

Jay Trahan

From: David Meaux
Sent: Wednesday, September 21, 2016 1:35 PM
To: jtrahan@orangetx.org
Subject: Resignation

Jay Trahan,

It has been a privilege to work on the City of Orange EDC Board for the last couple of years. I have enjoyed working with everyone involved in the process. For personal reasons I tender my resignation effective immediately.

Thanks you so much for your support,

David L. Meaux
President & CEO
Sabine Federal Credit Union

[cid:image001.jpg@01CDC807.B24D0250]

[<http://www.sabinefcu.org/assets/images/webart3.jpg>]

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MOTION

Motion approving the expenditure of Hotel/Motel Occupancy Tax funds for a new restroom comfort station to be located at the Orange Riverfront Pavilion, 601 Division Avenue, Orange, TX in the amount of \$172,800 to support events held at the Pavilion for the purpose of promoting tourism and the hotel industry.

Jimmy Sims, Mayor

ATTEST:

Trisha Anderson, Deputy City Secretary

October 11, 2016

CONVENTION AND VISITORS BUREAU

MEMORANDUM

DATE: October 3, 2016

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, CVB Director

RE: **RIVERFRONT PAVILION RESTROOM PROJECT – PUBLIC HEARING**

A public hearing has been scheduled for Tuesday, October 11, 2016 as part of the City Council meeting to receive comments regarding the expenditure of Hotel/Motel Occupancy Tax funds related to a new restroom project at the Orange Riverfront Pavilion located at 601 Division Avenue in an amount not to exceed \$172,800 for the purpose of promoting tourism and the hotel industry to support events held at the Orange Riverfront Boardwalk & Pavilion.

Please see the attached documents submitted by CXT Concrete Buildings for a custom designed restroom comfort station that will include 5 sinks, 9 toilets, and 2 urinals, which will be all stainless steel. The proposed project total cost is \$172,800.

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

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

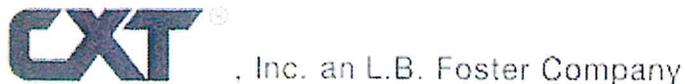
Re: River Front Restroom Estimate

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	<u>\$ 5,000.00</u>
Sub-Total Estimated Cost.....	\$182,000.00
Contingency 15% (#2 - #6)	\$ <u>4,800.00</u>
Total Estimated Cost	\$172,800.00

Quote #: **KMEE701OT5-1**



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

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, 30 GL 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.

\$127,494.74

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)



MOTION

Motion accepting the extension of the current contract for Jackson Street Wastewater Treatment Plant Bio-Monitoring Sampling by Bio-Aquatic Testing, Inc. through September 30, 2017 with the same pricing and conditions.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, Deputy City Secretary

October 11, 2016

MEMORANDUM
September 15, 2016

To: Jim Wolf, Director of Public Works
From: David L. Trahan, Manager of Water Utilities
Re: Bio-Monitoring Bid

I recommend that Bio-Aquatic Testing Inc. Be granted a (1) year extension in the amount of \$9,420.00, per the attached extension letter.

Thank you,

David L. Trahan, Manager of Water Utilities



Bio-Aquatic Testing, Inc.

Extension Letter

Date 9/15/2016

Mr. Timmy Campbell,

Bio-Aquatic Testing will honor the current Jackson Street Bio-Monitoring contact prices until September, 2020.

2501 Mayes Rd. Ste. 100
Carrollton, TX 76006
T 972-236-7113
F 972-242-7749
asolomon@bio-aquatic.com
www.bio-aquatic.com

Sincerely,

Andy Solomon

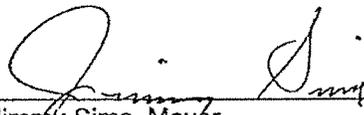
**A RESOLUTION AWARDING A CONTRACT FOR BIO-MONITORING TO
BIO-AQUATIC TESTING INC. IN THE AMOUNT OF \$9,420.00.**

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

That a contract for bio-monitoring be awarded to Bio-Aquatic Testing Inc. on the basis of their low bid meeting specifications in the amount of NINE THOUSAND FOUR HUNDRED TWENTY AND NO/100 (\$9,420.00) DOLLARS.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute said contract with Bio Aquatic Testing Inc.

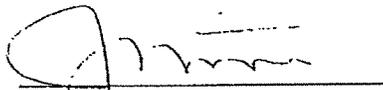
PASSED, APPROVED and ADOPTED on this the 10th day of November 2015.


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: Bio-Monitoring Bid

After reviewing the Bid Tabulations for Bio-Monitoring, I recommend that the bid be awarded to Bio-Aquatic Testing Inc. in the amount of \$9,420.00, as they were the low bidder.

Thank you,

David L. Trahan, Manager of Water Utilities

**BID TABULATION - JACKSON STREET BIO-MONITORING TEST
 BID OPENING: OCTOBER 28, 2015 @ 2:30 P.M.**

Quantity	Test	BIO-AQUATIC TESTING Carrollton, TX		CHEMTEX Port-Arthur, TX	
		Unit	Total	Unit	Total
6	Mysidosis Bahia (7 Day Chronic Test)	\$735.00	\$4,410.00	\$750.00	\$4,500.00
6	Mysidosis Bahia & Menidia Beryllina (7 Day Chronic Test)	\$735.00	\$4,410.00	\$1,500.00	\$9,000.00
8	Mysidosis Bahia & Menidia Beryllina (24 hr. Acute Test)	\$75.00	\$600.00	\$1,500.00	\$12,000.00
TOTAL BID			<u>\$9,420.00</u>		<u>\$25,500.00</u>
Exceptions to Specifications?		None		None	
References Available?		Yes		None Listed	
Terms		Net 30 Days		Net 30 Days	

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

October 3, 2016

To: Dr. Shawn Oubre, City Manager
From: James B. Wolf, Public Works Director
Re: Capital Purchase FY 2017
Park Maintenance
Sunset Park Fencing

We are in receipt of quotes from two local fence contractors, American Fence and U.S. Fence & Gate, regarding the purchase of fencing for Sunset Park that were approved for purchase in the Annual Budget Fiscal Year 2017. Both of the quoted amounts are within the Budget Capital Outlay Amount for 001-569-4328 Park Maintenance.

At this time we request Council to make a selection of which fence they would want us to purchase.

Exhibit #1	Steel Powder Coated Ornamental Fence
Exhibit #2	Architectural Welded Wire
Exhibit #3	PVC Decorative Fence

If you approve please allow this request to be placed on the agenda for Council approval.

PROPOSAL

2



U.S. FENCE
& GATE, INC.
6612 Interstate 10 W.
Orange, Texas 77632

Ph. (409) 883-6800 Fax (409) 883-6808

TO: CITY OF ORANGE
STREET & DRAINAGE DEPARTMENT
1109 W. POLK
P.O. BOX 520
ORANGE TX 77630

PHONE 409-988-6620	DATE 9/22/2016
JOB NAME / LOCATION FENCING SUNSET PARK LHAYES@ORANGETX.ORG	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

FOR THE INSTALLATION OF 280' OF 5' TALL BLACK ORNAMENTAL IRON FLOT TOP PICKET FENCING AT FRONT OF PARK.

RESIDENTIAL GRADE: \$ 9,475.00
COMMERCIAL GRADE: \$ 16,650.00

FOR THE INSTALLATION OF 280' OF 5' TALL BLACK VINYL CHAIN LINK FENCING AT FRONT OF PARK.

RESIDENTIAL GRADE: \$4,480.00
COMMERCIAL GRADE: \$ 6,460.00

FOR THE INSTALLATION OF 280' OF 5' TALL BLACK ARCHITECTURAL FENCING AT FRONT OF PARK.

ONLY ONE GRADE \$ 8,090.00

PRICE INCLUDES ALL MATERIALS, LABOR, CEMENT FOR POST FOOTINGS, EQUIPMENT AND INSURANCE TO COMPLETE WORK.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of: _____ dollars (\$ _____).

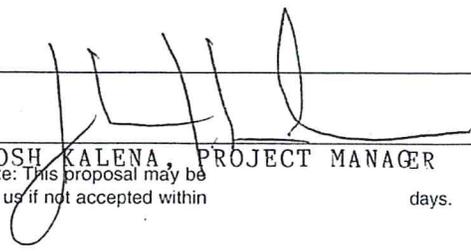
Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized
Signature


JOSH KALENA, PROJECT MANAGER

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Signature _____

Signature _____

Proposal

Page No. 1 of 1 Pages

A-1 AMERICAN FENCE, INC.
Complete Perimeter Security Contractor
 6408 Gulfway Drive, Port Arthur, Texas 77642
 701 East Lucher Drive, Orange, Texas 77632
 1112 North Lakeshore Drive, Lake Charles, Louisiana 70601
 Port Arthur, Texas (409) 548-0856
 Orange, Texas (409) 883-8986
 Lake Charles, Louisiana (337) 436-1443

Proposal Submitted To Attn: James Lawrence		Phone	Date
City of Orange		883-1083	10/4/2016
Street		Job Name	
1109 W. Polk		Revised	
City, State and Zip Code		Job Location	
Orange, Texas 77631			
Architect	Email Address	Fax	Mobile
	jlawrence@orangetx.org		

OPT#1	TOTAL=\$4,550.00
For furnishing and installing approx. 280' of 5' tall black vinyl chain link fence with no gates.	
OPT#2	TOTAL=\$15,232.00
For furnishing and installing approx. 280' of 5' tall black galv. ornamental fence with no gates.	
OPT#3	TOTAL=\$17,641.00
For furnishing and installing approx 280' of 5' tall white pvc decorative fence with no gates	

A-1 American Fence, Inc. is a local, woman-owned company that has received DBE/HUB contractor certification from the State of Texas and M/WBE contractor certification from the Golden Triangle Minority Business Council.

This proposal includes installation, labor, material, tools and equipment, proper supervision and the insurance necessary to perform the work as described herein to our sales representative, Teddy Breaux. All pricing quoted is valid for thirty (30) calendar days.

We Propose _____ hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: _____ dollars (_____).

Payment to be made as follows _____

All material is guaranteed to be as specified. All work to be completed in a workmanlik manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Teddy Breaux

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are the authorized to do the work as specified. Payment will be made as outlined abov

Date of Acceptance: _____

Signature: _____

Signature: _____

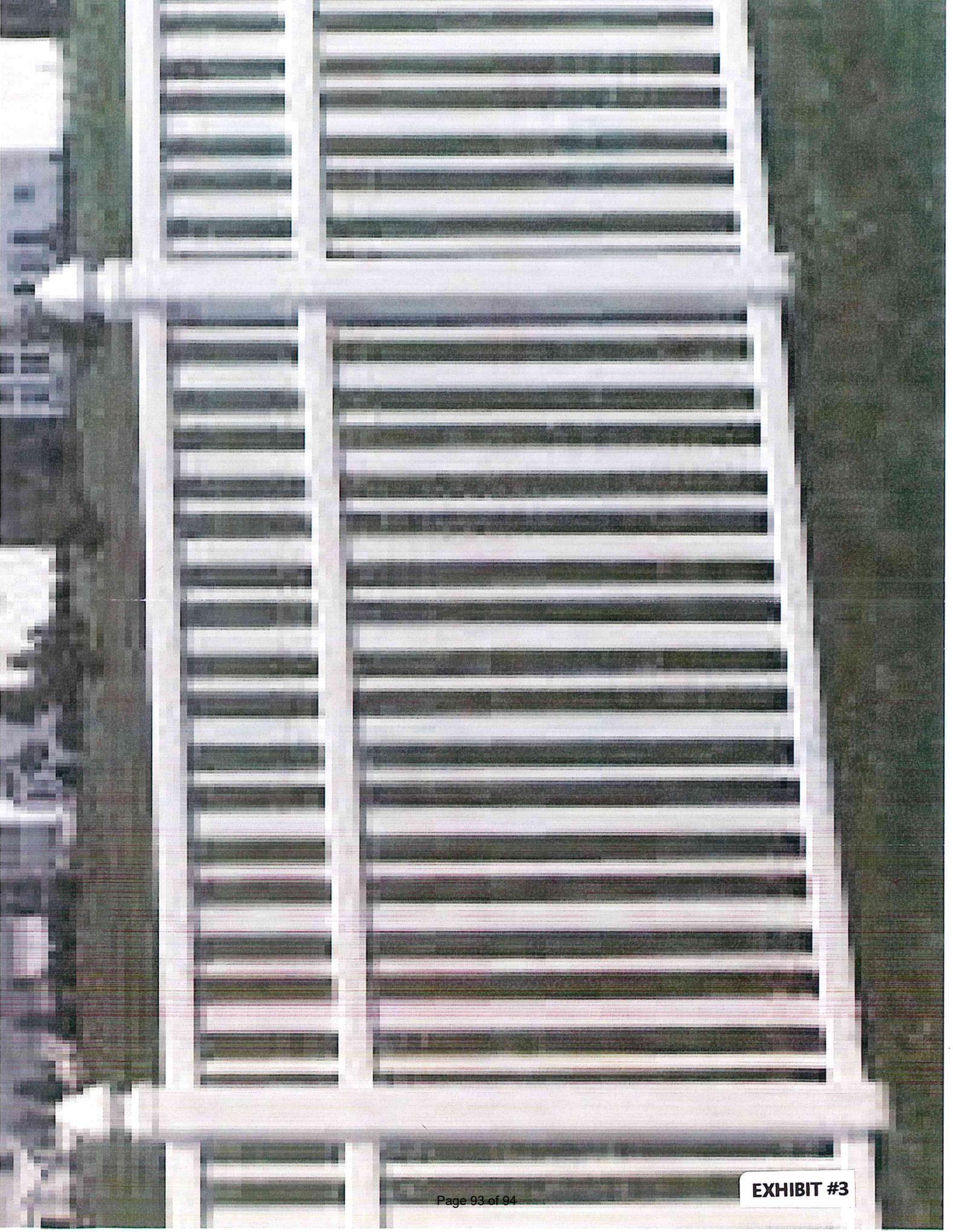
***Please note that if account goes into collection, Customer will be responsible for all expenses incurred, legal or otherwise.**

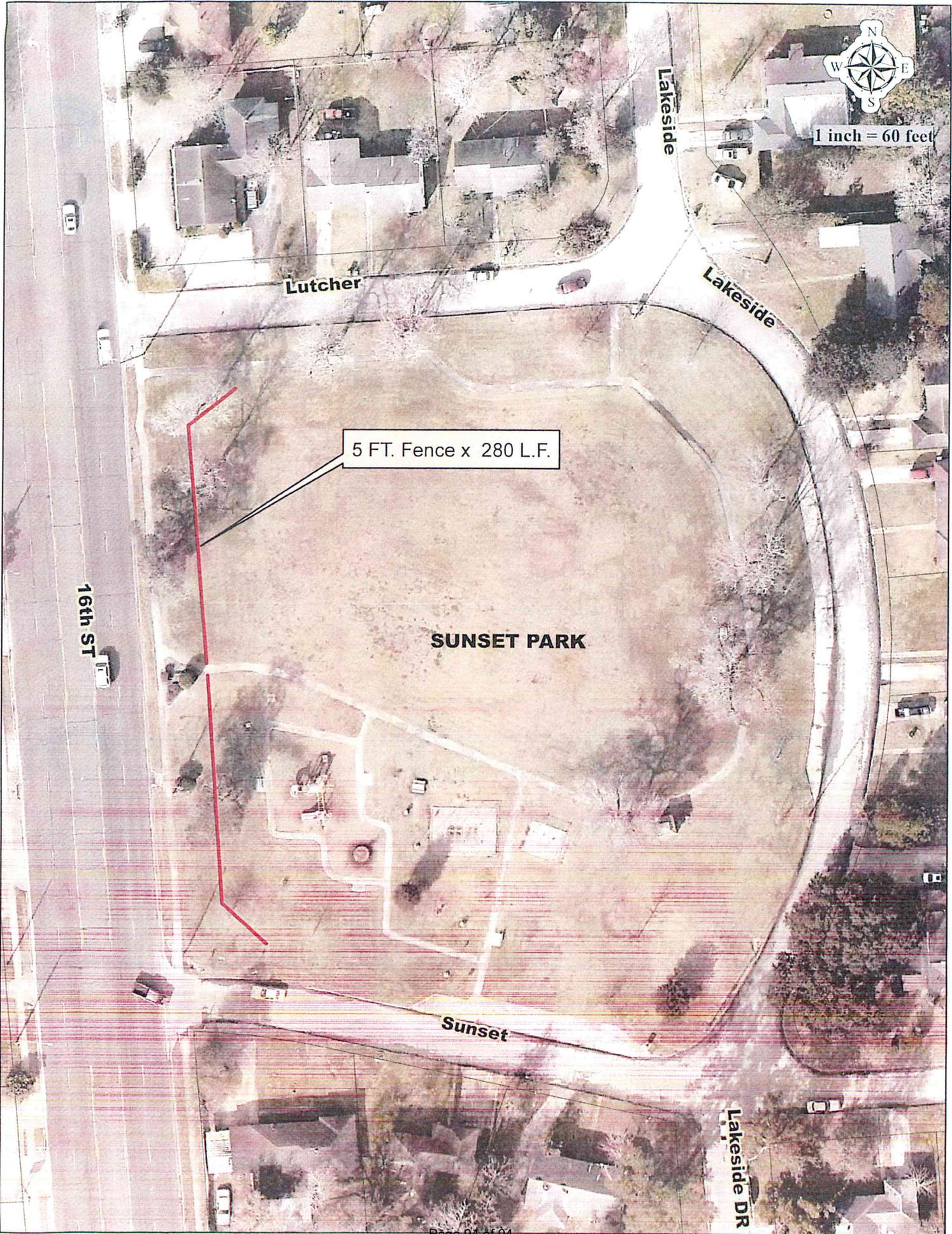


EXHIBIT #1



EXHIBIT #2





1 inch = 60 feet

Lutcher

Lakeside

Lakeside

16th ST

SUNSET PARK

5 FT. Fence x 280 L.F.

Sunset

Lakeside DR