

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

**November 8, 2016
9:00 A.M.**

- | | |
|---|-----------------------|
| 1. CALL TO ORDER | Mayor |
| 2. INVOCATION and PLEDGE OF ALLEGIANCE | Council Member Pullen |
| 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) October 25, 2016 Regular City Council Meeting | 9 Mayor/Council |
| 5. CITIZEN COMMENTS | |
| <i>At this time comments will be taken from the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum three minutes for each speaker. Your comments are appreciated. As the Texas Open Meetings Act does not allow the Council to respond to items not listed on the agenda, your comments will be duly noted by the Council and forwarded to the appropriate department for prompt consideration.</i> | |

6. PRESENTATIONS

- a) Government Finance Officers Association Certificate of Achievement for Excellence in Finance Reporting. Mayor/Council

- b) Presentation by Carmen Apple, District Coordinator with the Texas Department of Emergency Management. Presentation presented on behalf of Chief Nin Kidd, Texas Division of Emergency Management. (No action to be taken) Staff: Brown

7. ORDINANCES

- a) Final Reading:

Consider an ordinance providing for the extension of the boundaries and corporate limits of the City of Orange, Texas, by the 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 of 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. An area described in Exhibit "A", and located in Orange County, Texas; providing for a service plan; providing an effective date, providing for repeal of ordinances in conflict with this ordinance to the extent of such conflict; and providing for a severability clause.

18 Staff: Knauf

b) Final Reading:

Consider an ordinance amending the City of Orange Official Zoning Map, a part of Chapter 12: Planning and Zoning, of the 2000 Revised Code of Ordinances of the City of Orange, Texas: changing the zoning classification of 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.

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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 of 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 from "R-1" Low Density Residential Zoning District to "IDC" Interstate 10 Development Corridor Zoning District; providing for the Official Zoning Map of the City of Orange, Texas to reflect such change; and making certain findings relative thereto.

29 Staff: Knauf

8. RESOLUTIONS

- a) Consider a resolution authorizing the City Manager to extend the agreement with Tim Richardson (Consultant) for a twelve (12) month period for consulting work related to City activities associated with seeking BP Deepwater Horizon (DWH) restoration funding for a variety of purposes determined by the City including environmental infrastructure improvements.

35 Staff: Oubre

- b) Consider a resolution authorizing the City Manager to enter into an agreement with Mike Pietsch, P.E. Consulting Services, Inc. for professional consulting services for the preparation of an ISO pre-survey and assistance with the City of Orange ISO inspection in the amount of \$34,000.00. 36 Staff: Frenzel
- c) Consider a resolution awarding a contract to Allco in the amount of \$1,895,562.00 for the Richard Drive Water Plant. 43 Staff: Wolf
- d) Consider a resolution awarding a contract to Landmark Structures I, L.P. in the amount of \$1,493,000.00 for the Richard Drive elevated water tank. 49 Staff: Wolf
- e) Consider a resolution awarding a contract to Pyrotecnico Fireworks in the amount of \$20,000.00 for the fireworks display for the July 4th Celebration at the Riverfront Pavilion on July 4, 2017. 54 Staff: Trahan
- f) Consider a resolution awarding the contract to Allied Mechanical Inc., dba Alliance Mechanical Services in the amount of \$43,300 for the construction, pouring and finishing of concrete for a 50'X90' pad for a skate park to be located in Sunset Park, Orange, Texas. 59 Staff: Wilson

9. DISCUSSION/ACTION

- a) Consider a motion reappointing Dean Granger as a member to the Orange Economic Development Corporation for a period expiring September 30, 2018. 61 Staff: Trahan
- b) Consider a motion appointing a member to the Orange Economic Development Corporation for a period expiring September 30, 2018. 62 Staff: Trahan
- c) Consider a motion acknowledging receipt of the Quarterly Investment Report for the period ending September 30, 2016. 67 Staff: C. Zeto
- d) Consider a motion approving the certification of the 2016 assessed tax roll and the 2016 delinquent tax roll summary as submitted by Lynda Gunstream, Orange County Tax Assessor-Collector. 72 Staff: C. Zeto
- e) Consider a motion acknowledging receipt of the Orange Economic Development Corporation Financial Report for the quarter ending September 30, 2016. 78 Staff: C. Zeto
- f) Consider a motion acknowledging receipt of the Orange Economic Development Corporation Investment Report for the quarter ending September 30, 2016. 85 Staff: C. Zeto

- g) Consider a motion accepting the resignation of Mr. Elgin Browning from the Zoning Board of Adjustment effective October 25, 2016. 87 Staff: Knauf
 - h) Consider a motion cancelling the November 22, 2016 and the December 27, 2016 Regular City Council Meetings. 91 Staff: Oubre
 - i) Discussion and possible action regarding a leasing program with Enterprise Fleet Management, Inc. 92 Staff: Wolf
 - j) Discussion and possible action regarding the location of the skate pad to be placed at Sunset Park. 104 Staff: Wolf
- 10. REPORTS**
- a) City Manager Report
 - b) City Council Report
- 11. ADJOURN TO CLOSED EXECUTIVE SESSION**
- a) Deliberation regarding Real Property pursuant to Chapter 551 of the Texas Government Code:
 - (1) Deliberation regarding the purchase, exchange, lease or value of real property as authorized by subsection 551.072 regarding City of Orange property located at 1000 Simmons Drive, Orange, Texas. Mayor/Council
- 12. RECONVENE IN OPEN SESSION**
- a) Take action as necessary regarding item 11 a (1) above. Mayor/Council
- 13. ADJOURNMENT**

Texas Penal Code 30.06:

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

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

Texas Penal Code 30.07:

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

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

No Firearms Allowed

No se permite ninguna armas de fuego

STATE OF TEXAS }
COUNTY OF ORANGE }

October 25, 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, October 25, 2016.

COUNCIL MEMBERS PRESENT:	Jimmy Sims Larry Spears Jr. Patrick A. Pullen Dr. Wayne Guidry Essie Bellfield	Mayor Mayor Pro Tem Council Member Council Member Council Member
COUNCIL MEMBERS ABSENT:	Annette Pernell Bill Mello	Council Member 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 Mike Zeto Kelly Griffin John Cash Smith	City Manager Assistant City Manager, Director of Economic Development 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 CIS Manager Police Evid. & ID Tech City Attorney

STAFF MEMBERS ABSENT: None

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

Mayor Pro Tem Spears led the Invocation and the Pledge of Allegiance.

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

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

APPROVAL OF MINUTES

Council Member Guidry moved to approve the minutes of the October 11, 2016 Regular Meeting of the Orange City Council. Second to the motion was made by Council Member Pullen which carried unanimously.

CITIZEN COMMENTS

There were no citizen comments.

ORDINANCES

FIRST READING:

ORDINANCE PROVIDING FOR THE EXTENSION OF THE BOUNDARIES AND CORPORATE LIMITS OF THE CITY OF ORANGE, TEXAS, BY THE 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" W484.76';

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. AN AREA DESCRIBED IN EXHIBIT "A", AND LOCATED IN ORANGE COUNTY, TEXAS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT WIT THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR A SEVERBILITY CLAUSE.

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

FIRST READING:

ORDINANCE AMENDING THE CITY OF ORANGE OFFICIAL ZONING MAP, A PART OF CHAPTER 12: PLANNING AND ZONING, OF THE 2000 REVISED CODE OF ORDINANCES OF THE CITY OF ORANGE, TEXAS: CHANGING THE ZONING CLASSIFICATION OF 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.

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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 FROM "R-1" LOW DENSITY RESIDENTIAL ZONING DISTRICT TO "IDC" INTERSTATE 10 DEVELOPMENT CORRIDOR ZONING DISTRICT; PROVIDING FOR THE OFFICIAL ZONING MAP OF THE CITY OF ORANGE, TEXAS TO REFLECT SUCH CHANGE; AND MAKING CERTAIN FINDINGS RELATIVE THERETO.

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

RESOLUTIONS

RESOLUTION AWARDDING THE BID FOR SEWER SERVICE HARDWARE TO H. D. SUPPLY IN THE AMOUNT OF \$29,990.95.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-66.

RESOLUTION AWARDDING PROPOSAL #161039 FOR SCADA SYSTEM FOR (4) LIFT STATIONS/WORKSTATION TO EPIC ENGINEERING, LLC IN THE AMOUNT OF \$109,396.00.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-67.

RESOLUTION AWARDDING THE BID FOR WATER SERVICE HARDWARE (CLAMPS) TO H. D. SUPPLY IN THE AMOUNT OF \$18,889.91.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-68.

RESOLUTION AWARDDING THE BID FOR WATER SERVICE HARDWARE TO H. D. SUPPLY IN THE AMOUNT OF \$69,917.75.

Council Member Pullen 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 2016-69.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 WITH ALLCO FOR THE WASTEWATER TREATMENT FACILITY REHABILITATION PROJECT - PHASE 2A & 2B.

Council Member Guidry 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 2016-70.

RESOLUTION FORMALLY ADOPTING THE SUBSTANTIAL AMENDMENT TO THE 2015 ANNUAL ACTION PLAN, CANCELLING THE PROJECT/ACTIVITY OF STREET IMPROVEMENTS, \$57,666 AND ADDING THE PROJECT/ACTIVITY OF PARK IMPROVEMENTS - RIDGEMONT PARK, \$57,666.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-71.

RESOLUTION AUTHORIZING THE CITY'S PARTICIPATION IN AND ACCEPTANCE OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S COMMUNITY DEVELOPMENT BLOCK GRANT AWARD OF \$309,390 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT FOR FEDERAL FUNDS.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-72.

RESOLUTION AWARDDING A CONTRACT TO H-GAC IN THE AMOUNT NOT TO EXCEED \$425,000.00 FOR THE PURCHASE OF ONE 2017 2000 GPM PUMPER ON A FERRARA CHASSIS FOR THE ORANGE FIRE DEPARTMENT.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-73.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE DEEP SOUTH RACING ASSOCIATION (DSRA) FOR A BOAT RACES EVENT TO BE HELD IN ORANGE, TEXAS MAY 20 THROUGH MAY 21, 2017.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-74.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE SOUTHERN PROFESSIONAL OUTBOARD RACING TOUR (SPORT) FOR THE 2017 TUNNEL BOAT RACES TO BE HELD IN ORANGE, TEXAS SEPTEMBER 15 THROUGH SEPTEMBER 17, 2017.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2016-75.

DISCUSSION/ACTION

MOTION REAPPOINTING MARSHA GUILLORY TO THE CIVIL SERVICE COMMISSION FOR A TERM ENDING MARCH 12, 2019.

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

MOTION ACCEPTING THE EXTENSION OF THE CURRENT CONTRACT FOR HVAC MAINTENANCE SERVICES AT CITY OF ORANGE BUILDINGS BY ALLIANCE MECHANICAL SERVICES THROUGH SEPTEMBER 30, 2017 WITH THE SAME PRICING AND CONDITIONS.

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

CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE ACQUISITION OF FIVE (5) ACRES, MORE OR LESS, OF UTILITY EASEMENTS IN THE UEL RICHEY SURVEY, ORANGE COUNTY, TEXAS FROM HOUSEMAN DEVELOPMENT CO., INC. IN CONSIDERATION OF A PURCHASE PRICE OF \$10,000 PER ACRE.

Mayor Pro Tem Spears moved to allow staff to move forward with the acquisition of the land. Second to the motion was made by Council Member Guidry which carried unanimously.

CONSIDERATION AND POSSIBLE ACTION TO ACCEPT DONATION FROM HOUSEMAN DEVELOPMENT CO., INC. OF THAT CERTAIN 4.057 ACRE TRACT OF LAND, MORE OR LESS, IN THE UEL RICHEY SURVEY, ORANGE COUNTY, TEXAS FOR THE PLANNED LOCATION OF A CITY WATER TOWER AND WATER PRODUCTION FACILITIES.

Council Member Bellfield moved to accept the donation of land. Second to the motion was made by Council Member Pullen which carried unanimously.

Mr. Trahan briefed Council on three logo designs for the water tower. After discussion, Council chose design number one.

DISCUSSION AND POSSIBLE ACTION REGARDING EXTERIOR CHRISTMAS DECORATIONS FOR CITY HALL.

Mr. Wolf briefed Council on each set of decorations for City Hall.

Council Member Guidry advised he is concerned about the way we are claiming our Christian Heritage and if the decorations will fit on the lawn at the First Financial Bank building if acquired by the City for the new City Hall.

Council Member Bellfield moved to purchase the Christmas decorations. Second to the motion was made by Mayor Pro Tem Spears which carried with the following vote:

COUNCIL MEMBERS VOTING AYE:

Mayor Sims, Mayor Pro Tem Spears,
Council Member Pullen and Council
Member Bellfield

COUNCIL MEMBERS VOTING NO:

Council Member Guidry

CITY MANAGER REPORT

Dr. Oubre advised there will be a motion on the next agenda cancelling the November 22nd and December 27th Regular City Council Meetings.

CITY COUNCIL REPORT

Council Members offered their condolences to Council Member Bellfield for the loss of her daughter and welcomed her back.

Mayor Pro Tem Spears thanked Council Member Bellfield for her loyalty to the City.

Council Member Bellfield: thanked Council and staff for their support; concerned about the lighting on MacArthur Drive; and encouraged individuals to vote.

Council Member Pullen: advised he is concerned about the lighting on MacArthur Drive; thanked Council Member Bellfield for her loyalty to the City; advised a friend of his passed away over the weekend, Captain Tom Ray with the Orange Sheriff's Department; and asked for prayer for the Ray family.

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.

The Council met in closed executive session at 6:34 P.M.

RECONVENE IN OPEN SESSION

The Council reconvened in open session at 7:20 P.M.

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

No action was taken.

ADJOURNMENT

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

The meeting adjourned at 7:20 P.M.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

MEMORANDUM

To: Dr. Shawn Oubre Ph.D., City Manager
From: Kelvin Knauf, Director of Planning and Community Development
Subject: Consider an ordinance annexing the Blue Beacon property near the intersection of Interstate 10 and Highway 62
Date: October 26, 2016

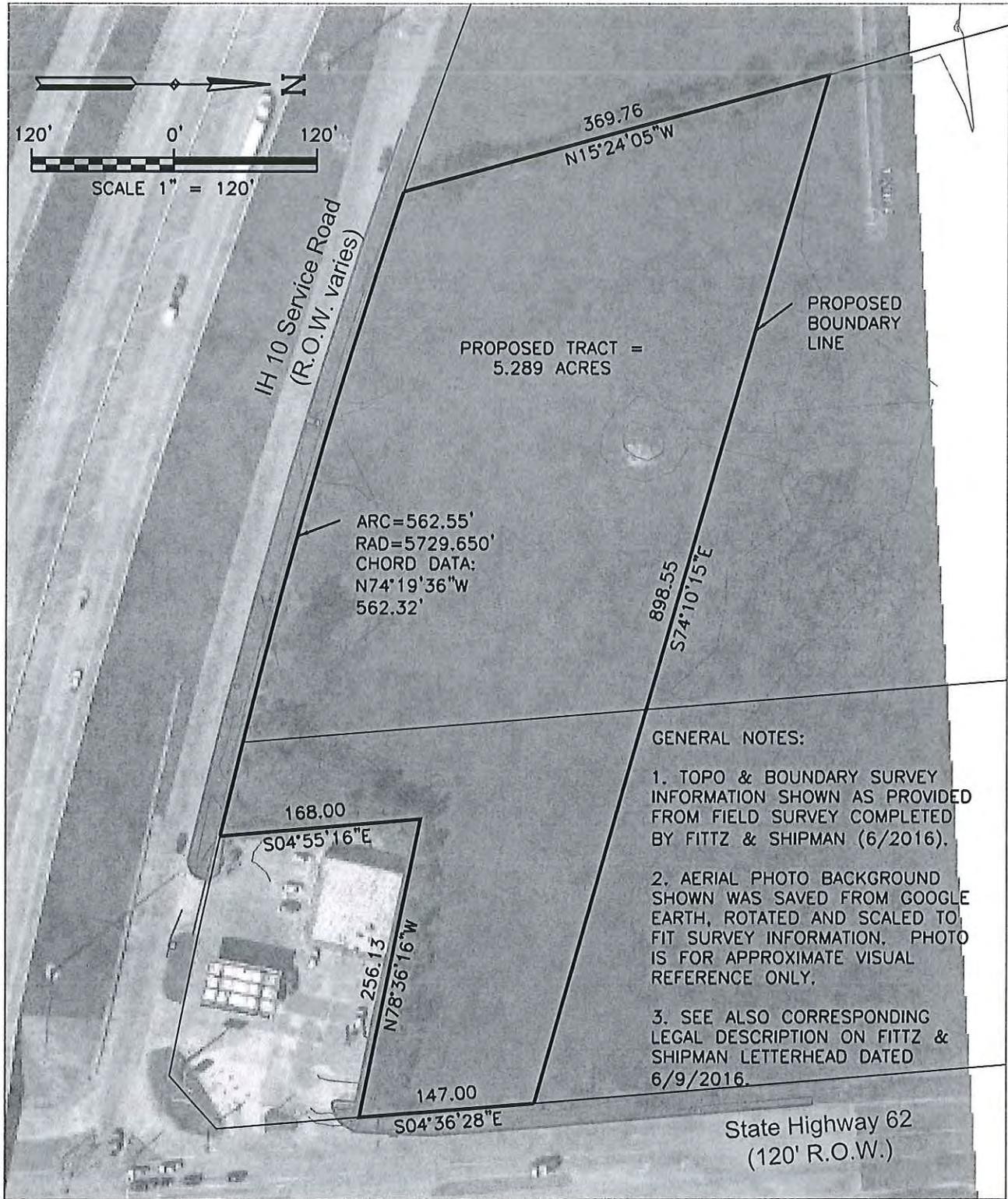
Background

Attached for your consideration is a proposed ordinance annexing the Blue Beacon property near the intersection of Interstate 10 and Highway 62. Two public hearings were conducted on the proposed annexation of this property and all comments at the public hearings were favorable to the annexation.

This ordinance was approved by the City Council on first reading on October 25, 2016.

Recommendation

I recommend that the City Council adopt the ordinance annexing the Blue Beacon property located near the intersection of Interstate 10 and Highway 62.



SURVEY EXHIBIT A (PROPOSED BOUNDARY SKETCH)

PROJECT: ORANGE, TX TRUCK WASH
 SHEET TITLE: ANEXATION SKETCH
 FILE DATE: 6/22/2016
 JOB NO.: TRUCK WASH #?
 FILE NAME: ps-ong-LegalExhA.dwg



**BLUE BEACON
INTERNATIONAL INC.**

AN ORDINANCE PROVIDING FOR THE EXTENSION OF THE BOUNDARIES AND CORPORATE LIMITS OF THE CITY OF ORANGE, TEXAS, BY THE 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 OF 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. AN AREA DESCRIBED IN EXHIBIT "A", AND LOCATED IN ORANGE COUNTY, TEXAS; PROVIDING FOR A SERVICE PLAN; PROVIDING AN EFFECTIVE DATE, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR A SEVERABILITY CLAUSE

WHEREAS, two public hearings were held before the City Council of the City of Orange, Texas, in which all interested parties were given an opportunity to be heard on the proposed annexation of territory described in Exhibit "A" of this ordinance; the public hearings being held at the Orange Public Library Auditorium in Orange, Texas, Orange County, Texas, at 9:00 a.m. on the 13th day of September, 2016 and 5:30 p.m. on the 29th day of September, 2016 in accordance with Section 43.063(a) of the Texas Local Government Code; and,

WHEREAS, the plan for extending municipal services into said area, as shown in Exhibit "B" was prepared by the Planning and Community Development Department and made available for inspection by the inhabitants of the area at all public hearings on the proposed annexation; and,

WHEREAS, notice of such public hearings was published in a newspaper having general circulation in the City of Orange, Texas, and in the territory described in said Exhibit "A" on August 31 and September 17, 2016, in accordance with the provisions of Section 43.063(c) of the Texas Local Government Code; and,

WHEREAS, all territory annexed herein lies within the extraterritorial jurisdiction of the City of Orange, Texas, as provided in C.T.C.A. Local Government Code, Chapter 43.051; and,

WHEREAS, all the territory described in said Exhibit "A" and annexed herein lies adjacent to and adjoins the City of Orange, Texas; and,

WHEREAS, the City Council legislatively finds that this annexation and the area annexed herein does not in any way conflict with any provision of the Home Rule Charter of the City of Orange, Texas; now, therefore,

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

Section 1. That, the property, land and territory described in said Exhibit "A" shall thereafter be included within the boundaries and the corporate limits of the City of Orange, Texas, for all purposes, and the present corporate limits of such city at various points contiguous to the area herein described are altered and amended so as to include such area within the corporate limits of the City of Orange, Texas.

Section 2. That, the territory described in Exhibit "A" to this ordinance and the area so annexed shall be a part of the City of Orange, Texas, and the territory so added hereby shall bear its pro-rata share of the taxes levied by the City of Orange, Texas, and the inhabitants thereof shall be entitled to all rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Orange, Texas.

Section 3. That, Section 43.056 of the Texas Local Government Code governs the provision of services to the annexed area. All services as outlined in the plan for extending municipal services into said area, as set forth

in Exhibit "B" of this ordinance, are hereby approved and adopted by the City Council of the City of Orange, Texas.

Section 4. It is further ordained that in the event any portion of the territory annexed by this ordinance is declared by a court of competent jurisdiction to be invalid and/or illegal, such declaration shall not affect the balance of the territory hereby annexed, and that portion of territory not declared invalidly or illegally annexed shall remain within the corporate boundaries of the City of Orange, Texas, and its boundaries shall be adjusted accordingly as of the effective date of such finding, it being the express purpose of the City Council of the City of Orange, Texas, to annex each and every portion of the property described in Exhibit "A" of this ordinance it may legally annex.

Section 5. It is expressly ordained that if any section, or subsection clause, sentence or paragraph of this ordinance, including the attached exhibits, shall be found to be illegal, invalid or void by any court of competent jurisdiction, then such findings shall not affect the remaining portions of this ordinance, but the same shall be valid and in effect, it being the expressed intention of the City Council of the City of Orange, Texas, to pass each and every sentence, clause, paragraph, section or exhibit individually.

Section 6. That this ordinance shall become effective upon second and final reading and publication as required by State law.

Section 7. That all Ordinances that are in conflict with the provisions of this Ordinance be repealed to the extent of such conflict and all other Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

PASSED AND APPROVED on first reading this the 25th day of October, 2016.

PASSED, APPROVED AND ADOPTED on final reading this the 8th day of November, 2016.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

The property to be annexed consists of the following:

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 0.99999926 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 of 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.

EXHIBIT "B"

SERVICE PLAN

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 of 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.

I. INTRODUCTION

This service plan (plan) is made by the City of Orange, Texas (City) pursuant to Chapter 43 of the Local Government Code.

II. SERVICE PROGRAM

A. In General

This plan includes two service programs: (1) Early Action Program and (2) Capital Improvement Program

B. Scope and Quality of Services

Services under this plan shall equal or exceed the number of services or level of services in existence in the tract prior to annexation. However, it is not the intent of this plan to require that a uniform level of services be provided to all areas of the City (including the tract) where differing characteristics of topography, land utilization and population density are considered as sufficient for providing different levels of service.

C. Definitions

1. As used in this plan providing services includes having services provided by any method or means by which the City extends municipal service to any other area of the City. This may include causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.
2. As used in this plan, the phrase “standard policies and procedures” means those policies and procedures of the City applicable to a particular service which are in effect either at a time that a service is requested or at a time that the service is made available or provided. The policies or procedures may require that a specific type of request be made, such as an application or a petition. They may require that fees or charges be paid and may include eligibility requirements and similar provisions.

D. Early Action Programs

1. Statutory Services. The following statutory services will be provided immediately after the effective date of this plan, except as otherwise indicated.
 - a. Police Protection. The City will provide or caused to be provided protection and law enforcement in the tract. These activities will include normal patrols and responses and the handling of complaints and incident reports.
 - b. Fire Protection. The City will provide or cause to be provided fire protection in the tract.
 - c. Solid Waste Collection. Residential, non-residential service and future residential service will be governed by standard policies and procedures.
 - d. Maintenance of Water and Wastewater Facilities. The City will provide adequate water and wastewater services to this tract.

- e. Maintenance of Roads and Streets (including lighting). The City will provide maintenance of roads and streets over which the City will have jurisdiction.
 - f. Maintenance of Parks, Playgrounds, and Swimming Pools. As indicated by the Capital Improvements Program , it is not necessary to acquire or construct such facilities in this tract, so there are none to be maintained. Should any such facilities be constructed by the City within the tract, the Parks and Recreation Department will provide maintenance services for them.
 - g. Maintenance of any other Publicly-Owned Facility, Building or Service. As indicated by the Capital Improvements Program, it is not necessary to acquire or construct such buildings or facilities within the tract, so there are none to be maintained, and there are not other Publicly-Owned services to which such maintenance would apply. Should any such facilities, building or services be constructed or located by the City within the tract, an appropriate City department will provide maintenance services for them.
2. Additional Services. Certain services, in addition to statutory services, will be provided within the tract to the same extent they are provided to similar territories elsewhere in the City, including:
- a. Library services from existing and future facilities in accordance with standard policies and procedures.
 - b. Other city services, to the extent applicable to persons or properties within the tract, in accordance with standard policies and procedures.

E. Capital Improvement Program

The City will initiate the construction or acquisition of capital improvements necessary for providing municipal services for the tract. Those improvements which are necessary are indicated below and any necessary construction or acquisition shall begin immediately and be complete within 2 ½ years of the effective date of this plan, except as otherwise indicated.

- 1. Police Protection. Police protect for the tract can be provided by using existing capital improvements. However, the tract will be included with other territory in connection with planning for new, revised or expanded firefighting facilities.
- 2. Fire Protection. Fire protection for the tract can be provided by using existing capital improvements. However, the tract will be included with other territory in connection with planning for new, revised or expanded firefighting facilities.
- 3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the tract as described in the early action program. However, the tract will be included with other territory in connection with planning for new, revised or expanded solid waste facilities.
- 4. Water and Wastewater Facilities. The City will extend water and sewer facilities to accommodate the water and wastewater needs of this tract.
- 5. Road and Streets (including lighting). In general, the City will acquire dominion, control and jurisdiction in, over and under public streets and roads within the tract subject to the jurisdiction of other government entities. Additional streets and roads or related facilities are not necessary to serve the tract. Future extensions of roads or streets and future installation of related facilities such as traffic control devices or street lights will be governed by standard policies and procedures. The tract will be included with other

territory in connection with planning for new, revised and widened or enlarged roads, streets or related facilities.

6. Parks, Playgrounds and Swimming Pools. These services can be provided by using existing capital improvements. The closest existing facilities are at Northway Park and Memorial Park. Additional capital improvements are not necessary at this time to provide such services to the tract. However, the tract will be included with other territory in connection with planning for new, revised or expanded parks, playgrounds and swimming pools.
7. Other Publicly-Owned Facilities, Buildings or Services: Additional Services. In general, other city functions and services, and the additional services described above, can be provided to the tract by using existing capital improvements. Additional capital improvements are not necessary to provide them. However, the tract will be included with other territory in connection with planning for new, revised or expanded facilities.

III. AMENDMENT: GOVERNING LAW

This plan may not be amended or repealed except as provided by the act or other controlling law. Neither changes in the methods or means of implementing any part of the service program nor changes in the responsibilities of the various departments of the City shall constitute amendments to this plan and the city reserves the right to make such changes. This plan is subject to, and shall be interpreted in accordance with, the act, the Constitution and laws of the Federal Government of the United States of America and the State of Texas, and the orders, rules and regulations of the Governmental bodies and officers having jurisdiction.

MEMORANDUM

To: Dr. Shawn Oubre Ph.D., City Manager
From: Kelvin Knauf, Director of Planning and Community Development
Subject: Consider an ordinance re-zoning the Blue Beacon property near the intersection of Interstate 10 and Highway 62 from “R-1” Low Density Residential zoning district to “IDC” Interstate 10 Development Corridor zoning district
Date: October 26, 2016

Background

Attached for your consideration is a proposed ordinance re-zoning the Blue Beacon property near the intersection of Interstate 10 and Highway 62. A joint public hearing between the City Council and the Planning and Zoning Commission was conducted on September 29, 2016 and all comments at the public hearing were favorable to the re-zoning. After the public hearing, the Planning and Zoning Commission voted unanimously to recommend that the property be re-zoned from “R-1” Low Density Residential zoning district to “IDC” Interstate 10 Development Corridor zoning district.

This ordinance was adopted by the City Council on first reading on October 25, 2016.

Recommendation

I recommend that the City Council adopt the ordinance re-zoning the Blue Beacon property near the intersection of Interstate 10 and Highway 62 from “R-1” Low Density Residential zoning district to “IDC” Interstate 10 Development Corridor zoning district.

AN ORDINANCE AMENDING THE CITY OF ORANGE OFFICIAL ZONING MAP, A PART OF CHAPTER 12: PLANNING AND ZONING, OF THE 2000 REVISED CODE OF ORDINANCES OF THE CITY OF ORANGE, TEXAS: CHANGING THE ZONING CLASSIFICATION OF 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 OF L.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

FROM "R-1" LOW DENSITY RESIDENTIAL ZONING DISTRICT TO "IDC" INTERSTATE 10 DEVELOPMENT CORRIDOR ZONING DISTRICT; PROVIDING FOR THE OFFICIAL ZONING MAP OF THE CITY OF ORANGE, TEXAS TO REFLECT SUCH CHANGE; AND MAKING CERTAIN FINDINGS RELATIVE THERETO.

WHEREAS, the Planning and Zoning Commission met in special session on September 29, 2016 and held a joint public hearing with the City Council on a request by Blue Beacon, Inc. to amend the zoning on the subject property from "R-1" Low Density Residential zoning district to "IDC" Interstate 10 Development Corridor zoning district; and,

WHEREAS, the Commission voted unanimously 5-0 to recommend that the City Council approve this request to amend the zoning 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 of 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 from "R-1" Low Density Residential Zoning District to "IDC" Interstate 10 Development Corridor Zoning District as shown highlighted in Exhibit "A" from "R-1" Low Density Residential zoning district to "IDC" Interstate 10 Development Corridor zoning district; now, therefore,

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

SECTION I

THAT, the zoning classification of the property described above and as shown highlighted in Exhibit "A" shall be amended from "R-1" Low Density Residential Zoning District to "IDC" Interstate 10 Development Corridor Zoning District.

SECTION II

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

SECTION III

THAT, the City Council of the City of Orange, Texas hereby legislatively finds and determines that this ordinance and the zoning district established herein will be in harmony with the general purpose and intent of the Comprehensive Zoning Ordinance and Master Plan of the City of

Orange; will be as a substantial relationship to the public welfare; and that all procedural requirements have been satisfied as to this matter.

PASSED and APPROVED on the first reading this the 25th day of October, 2016.

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

Jimmy Sims, Mayor

ATTEST:

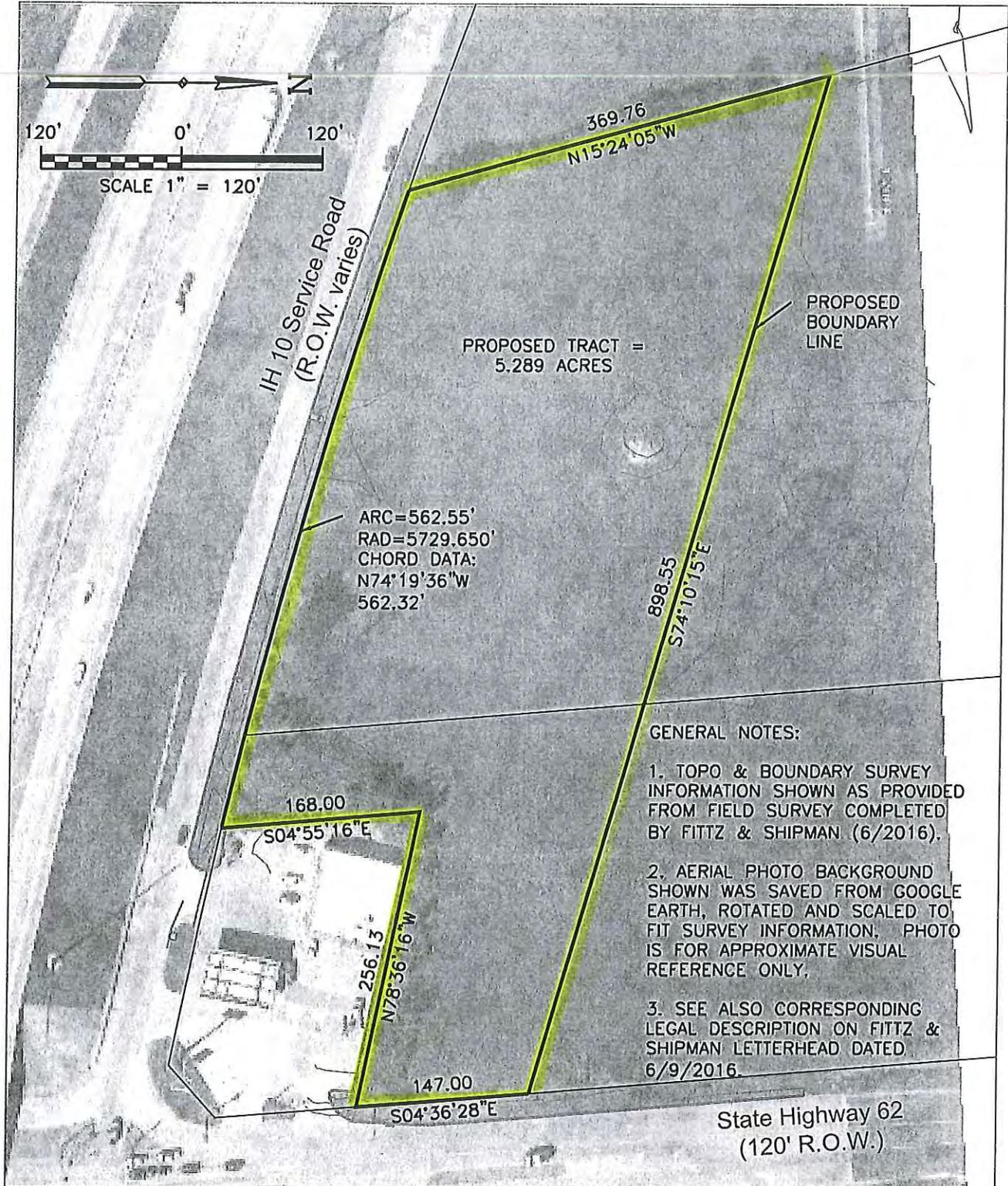
APPROVED AS TO FORM:

Patricia Anderson, City Secretary

City Attorney

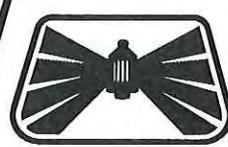
Exhibit A

Drawing Name: \\bbifileserv\ED\PTSDRAWINGS\Blue Beacon\03-Misc\Locations\Orange TX\02-CADD\CIV\DWG\ps-orig-LegalExhA.dwg
 Plot Date/Time: 6/22/2016 3:28:33 PM
 Plot Driver: C:\DEJ\BENTLEY\SYSTEM\PLTDR\VPDF-BB1.plt



SURVEY EXHIBIT A (PROPOSED BOUNDARY SKETCH)

PROJECT: ORANGE, TX TRUCK WASH
 SHEET TITLE: ANEXATION SKETCH
 FILE DATE: 6/22/2016
 JOB NO.: TRUCK WASH #?
 FILE NAME: ps-orig-LegalExhA.dwg



**BLUE BEACON
 INTERNATIONAL INC.**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH TIM RICHARDSON (CONSULTANT) FOR A TWELVE (12) MONTH PERIOD FOR CONSULTING WORK RELATED TO CITY ACTIVITIES ASSOCIATED WITH SEEKING BP DEEPWATER HORIZON (DWH) RESTORATION FUNDING FOR A VARIETY OF PURPOSES DETERMINED BY THE CITY INCLUDING ENVIRONMENTAL INFRASTRUCTURE IMPROVEMENTS.

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

That the City Manager is hereby authorized to extend the agreement with Tim Richardson (Consultant) for a twelve (12) month period for consulting work related to City activities associated with seeking BP Deepwater Horizon (DWH) restoration funding for a variety of purposes determined by the City including environmental infrastructure improvements. The term of the extension of said agreement will be October 1, 2016 and expire on October 1, 2017. The monthly invoice of \$4,000.00, as approved in the original agreement, will remain the same.

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

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

APPROVED:

City Attorney

ORANGE FIRE DEPARTMENT

MEMORANDUM

October 20, 2016

TO: Dr. Shawn Oubre, City Manager

FROM: David Frenzel, Fire Chief

RE: I. S.O. Consultation

Attached is a proposal from Mike Pietsch with P.E. Consulting Services, Inc. of Garland, Texas. Mr. Pietsch has an impressive resume with over 26 years of experience in rating communities throughout the State of Texas while he was an employee of the Insurance Service Office (I. S.O.). Since his retirement from I.S.O. 14 years ago, he has operated his consulting service and has personally trained the engineers that work for I. S.O. in the State of Texas. In an effort to maintain or lower our Public Protection Classification (PPC), I feel that his expertise and ability to “lead us through each step of the evaluation” will be invaluable to the City of Orange as we prepare for our upcoming I. S.O. inspection. The maintenance of as lowest PPC possible for our City is very important as the residential and commercial fire insurance rates are based off of this grade. The lower the PPC, the lower the rate of fire insurance. Once the inspection is made and the PPC is re-graded, the City will not be up for another inspection for fifteen years.

Presently there is no other contractor in the state that has the credentials that Mr. Pietsch possesses or offers the complete service package that he offers. Mr. Pietsch contracted with the City in 2003 and performed this function for our last I.S.O. inspection and was successful in assisting us to lower our PPC grading from a 5 to a 3. The capital expenditure for this consultation of \$34,000 was budgeted in this fiscal year. I would like to consider the engagement of this consultant at this time, in order to remain timely with our pending inspection. The expenditure may have to be extended over two budget years depending upon the dates available from I.S.O. for their actual inspection, but there should be no change in the total expenditure of the consultation fee.

-2-

If you concur with this proposal, I would like to have this item placed on the agenda for the first meeting in November for consideration and possible action by the City Council. If you have any questions concerning this request, please call me at extension 1039.

David Frenzel - Fire Chief

Attachment: 17



Assisting Communities
With Their ISO Rating

Mike Pietsch, P.E. Consulting Services, Inc.

3101 S. Country Club Rd.
Garland, TX 75043-1311
972.271.3292 Phone
214.728.6507 Cell
972.840.6665 Fax
michaelpietsch@tx.rr.com

Sent Via Email

October 19, 2016

Mr. David Frenzel
Fire Chief
City of Orange
803 W. Green St.
Orange, TX 77630-5615

Dear Chief Frenzel:

This introductory letter explains the following 3 proposals. The key to my service is when I perform a Grading Summary and provide the community a List of Suggested Improvements (Phase I), a great deal of the information required to fill out the Pre-Survey Packet will be assimilated at that time. Therefore, when I fill out the Pre-Survey Packet (Phase II), it is obviously less time consuming than if I had not performed the Grading Summary and corresponding List of Suggested Improvements. The same holds true for assisting the community when the ISO Field Representative visits the community and performs his field survey (Phase III). If I have filled out the pre-survey packet, then I am familiar with the infrastructure of the community as it pertains to the ISO rating. This makes it less time consuming when transferring the information to the field representative.

The total cost to the City of Orange to complete **only** the Grading Summary with the corresponding List of Suggested Improvements (Phase I) will not exceed **\$17,000**, and will require 1 site visit. The total cost to the City of Orange to complete all 3 projects will not exceed **\$34,000 (this total being contingent upon completing all 3 phases)**. *The total for all 3 projects does not include any other site visits such as City Council presentations.* 3 site visits will be required. The price for completing the Pre-Survey Packet (Phase II) and assisting with the transfer of information to the ISO Field Representative (Phase III) is contingent upon the initial phase (Grading Summary and List of Suggested Improvements) being performed.

The normal process is as follows: I visit the City of Orange and obtain the information to accurately grade your community. However, I do not assimilate the extensive amount of support data required by ISO to document your

answers. When I obtain the required information, I will return to my home office and grade the City of Orange as though I was the ISO Field Representative. This grading will show, to 2 decimal places, what the City of Orange would grade with its existing infrastructure. When the grading is complete, I will compile a list of suggested improvements. Each improvement will show, again to 2 decimal places, how much that improvement will add to the overall grading for the City of Orange (Phase I).

After your staff analyzes these improvements and implements the ones that are economically feasible within the budget constraints of the City of Orange, we will request an ISO survey. At that time, ISO will assign a field representative.

Once the field representative is assigned, he will send you his pre-survey packet. At that time, I will return to the City of Orange and together we will complete this packet (Phase II). We also will assimilate the support data required to document the answers to this packet. I am the only person doing this type of consulting that actually knows what the field representative requires. The following Fire Chiefs will attest to this last statement: Larry Richard (Port Arthur), A.C. Calagna (The Villages), Ken Kreger (Conroe), J.D. Gardner (former Chief of Pasadena; now Chief of Killeen), Alan Benson (The Woodlands), Shon Blake (Baytown), Vance Riley (Pearland), Mike Wisko (Galveston), Patrick Shipp (Webster), J.J. Adame (Sugar Land), and Russell Sander (Missouri City). All of these Fire Chiefs were amazed at what was and was not required, and would reinforce that this documentation would have required weeks to compile and still not have had what the field representative actually needed.

After the packet is complete, we will set a time for the field representative to visit the City of Orange. At a mutually convenient time, we will complete the field survey (Phase III). I will be with the City of Orange during the entire survey process to guarantee the seamless transfer of information.

Looking forward to it!

Sincerely yours,

Mike Pietsch, P.E.
Civil Engineer

MP/spp

The following is a proposed estimate of the time and costs that would be associated with a consulting project with Mike Pietsch, P.E. Consulting Services, Inc. for the City of Orange. The consulting team will consist of Mike Pietsch, P.E.

SCOPE OF CONSULTING SERVICES

The proposed scope of work will consist of meeting with various City Officials from the City of Orange as follows:

- **Evaluate ISO's Needed Fire Flow Report:**
- **Texas Exception:**
 - Attendance at Fireman's Training School
 - Compressed Air Foam
 - Volunteer Certification
- **Fire Department:**
 - Apparatus Inventories
 - Pump Tests
 - Staffing
 - Training
 - Operational Considerations
 - Fire Station Locations
 - Locating apparatus to maximize the grading
 - Distribution of companies
- **Fire Service Communications:**
 - Methods of alarm receipt
 - Number and training of dispatchers
 - Monitoring for Integrity
 - Emergency Power
 - Methods of dispatch
- **Water Department:**
 - Supply Facilities
 - Hydrant Distribution
 - Hydrant Inspection
 - Flow Testing – perform and/or analyze flow test
- **Community Risk Reduction:**
 - Fire Marshal – Inspections and Investigations

**Proposal - City of Orange
Prepare Grading Summary and
List of Suggested Improvements (Phase I)**

- Codes
- Staffing
- Certifications
- Training
- Public Fire Education
 - Staffing
 - Certifications
 - Training

- Grade the City of Orange (at my home office)

- Create a List of Suggested Improvements, which, if implemented, would allow the City of Orange to improve its I.S.O. rating. These will be prioritized with their impact on the I.S.O. Public Protection Classification of the City of Orange (at my home office).

Please note that a fire station study is included in the grading summary process. A fire station study must be completed to accurately grade a community.

**Proposal - City of Orange
Prepare Grading Summary and
List of Suggested Improvements (Phase I)**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MIKE PIETSCH, P. E. CONSULTING SERVICES, INC. FOR PROFESSIONAL CONSULTING SERVICES FOR THE PREPARATION OF AN ISO PRE-SURVEY AND ASSISTANCE WITH THE CITY OF ORANGE ISO INSPECTION IN THE AMOUNT OF \$34,000.00.

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

That the City Manager is hereby authorized to enter into an agreement with Mike Pietsch, P.E. Consulting Services, Inc. for professional services for the preparation of an ISO pre-survey and assistance with the City of Orange ISO inspection in the amount of THIRTY-FOUR THOUSAND AND NO/100 DOLLARS (\$34,000.00) .

PASSED, APPROVED and ADOPTED on this the 8th of November 2016.

Jimmie Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

APPROVED:

City Attorney

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

October 26, 2016

To: Dr. Shawn Oubre, City Manager

From: James B. Wolf, Public Works Director

Re: Water Plant
Richard Drive
Recommendation for Award of Construction Contract

Please find attached Schaumburg & Polk's letter of recommendation and the bid tabulation for the referenced project. After reviewing the information, we recommend award of the contract to Allco of Beaumont, Texas in the amount of \$1,895,562.00 for Base Bid Items 1 thru 14 and 17 thru 40; Addictive Bid Item 41; and Alternate for the 300,000 Type III Ground Storage Tank (Bid Items A15b and A16b). If you agree please place on the next Council agenda.

RECOMMENDATION OF AWARD

October 26, 2016

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

Re: City of Orange
Orange County, Texas
Richard Drive
Proposed Water Plant

Dear Mr. Wolf,

The City of Orange opened bids on Tuesday, October 25, 2016 for the above referenced project. We have performed a review of the bid information as provided by the City. We recommend that award for the above referenced project be made to **Alco** of Beaumont, Texas for the Base Bid Items 1 through 14 and 17 through 40, Additive Bid Item 41, and Alternate for the 300,000 Type III Ground Storage Tank (Bid Items A15b and A16b) for a Total Contract Amount of \$1,895,562.00. I have included herewith a copy of the Bid Tabulation of the bids received. Should you have any questions or comments please do not hesitate to call.

Sincerely,
SCHAUMBURG & POLK, INC.



Mark Mann, P.E.
Vice President

**BID TABULATION
CITY OF ORANGE
RICHARD DRIVE PROPOSED WATER PLANT**

BID OPENING DATE: 2016 OCT 25 - 2 PM

Item	Qty	Unit	Description	Alco, PO Box 3684, Beaumont, Texas 77704		BDS Constructors, LLC dba M K Constructors, 16736 III 10, Vidor, Texas 77662	
				Unit Price	Item Total	Unit Price	Item Total
1.	1	LS	Mobilization, including payment bond, performance bond, insurance, and moving equipment to project, all in strict accordance with plans and specifications; NOT TO EXCEED 3% OF TOTAL PROJECT BID for,	\$53,000.00	\$53,000.00	\$53,000.00	\$53,000.00
2.	1	LS	Furnish all necessary labor, tools, materials, equipment, and incidentals necessary to complete one (1) pilot hole to an estimated base depth of 750 feet, all in accordance with the plans and specifications for,	\$36,000.00	\$36,000.00	\$190,000.00	\$190,000.00
3.	1	LS	For furnishing all necessary labor, tools, materials, equipment, and incidentals necessary to provide dual induction electric and gamma ray logging services as specified, all in accordance with the plans and specifications for,	\$12,000.00	\$12,000.00	\$11,000.00	\$11,000.00
4.	1	LS	For furnishing all necessary labor, tools, materials, equipment, and incidentals necessary to install test well and perform one (1) aquifer tests as specified (including corrosivity testing), all in accordance with the plans and specifications for,	\$17,000.00	\$17,000.00	\$22,000.00	\$22,000.00
5.	1	ALL	Allowance for selected qualified Hydrologist, to provide preliminary and final Pilot Hole Hydrologist Report, reimbursement based on supplied invoices, all in accordance with the plans and specifications for,	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
6.	1	LS	Furnish all necessary labor, tools, materials, equipment, and incidentals necessary to plug and abandon the pilot hole in accordance with the requirements of the State of Texas should the aquifer conditions warrant it, including but not limited to disposal of all drilling mud and drilling cuttings; cement plug the entire depth of the pilot hole; and site cleanup as specified, all in accordance with the plans and specifications for,	\$1,000.00	\$1,000.00	\$11,000.00	\$11,000.00
7.	1	LS	Furnish all necessary labor, tools, materials and equipment to construct one (1) 700 foot deep, 1,500 GPM potable water well with 500 feet of 20 inch diameter surface casing, 170 feet of 14 inch diameter screen, 115 feet of 14 inch blank liner including an 85 foot lap section, 180 feet of minimum 28 inch diameter under ream and gravel packing, HDPE airline and vent, and grouting, including development and test pumping all in accordance with the plans and specifications for,	\$300,000.00	\$300,000.00	\$262,900.00	\$262,900.00
8.	1	LS	Furnish all necessary labor, tools, materials and equipment to install one (1) 1,500 GPM water lubricated vertical turbine well pump with 260 feet of 10" column assembly complete with 3-phase, 60 hertz, 480 volt 1800 rpm electric motor, and pump cable, all in accordance with the plans and specifications for,	\$65,000.00	\$65,000.00	\$60,500.00	\$60,500.00
9.	1	ALL	Allowance for selected Hydrologist to provide the Final Production Well Hydrologist Report, reimbursement based on supplied invoices, all in accordance with the plans and specifications for,	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
10.	1	LS	Storm Water Pollution Prevention Plan, all in strict accordance with plans and specifications for,	\$500.00	\$500.00	\$3,500.00	\$3,500.00
11.	1	LS	Remove existing Silt Control Fence for Storm Water Pollution Prevention Plan, all in strict accordance with plans and specifications for,	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
12.	1	LS	Contractor's Ancillary Operations per Specification for Storm Water Pollution Prevention Plan, including maintenance and removal at end of project, all in strict accordance with plans and specifications for,	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
13.	1	LS	Site Improvements. Furnish all labor, materials and equipment to provide site improvements including pipe bollards, chain link fence and slide gate, permanent limestone road/surface, clearing and grubbing, site grading, swales, and seeding, all in strict accordance with the plans and specifications for,	\$52,000.00	\$52,000.00	\$65,540.00	\$65,540.00
14.	1	LS	Well Slab. Furnish and install concrete well head and well piping header slab with splash pad, including all labor, materials, excavation, backfill, compaction, complete in place in strict accordance with the plans and specifications for,	\$10,000.00	\$10,000.00	\$17,200.00	\$17,200.00
15.	1	LS	150,000 Gallon GST. Furnish all labor, materials and equipment to construct a new AWWA Type 3 prestressed concrete ground storage tank for potable water including piping, valves, fittings, manways, hatches, cleanouts, nozzles, drains, testing; interior and exterior ladders; hydrostatic testing; and concrete splash pads; all related appurtenances and connections to the influent and effluent lines, all in strict accordance with the plans and specifications for,	\$345,000.00	\$345,000.00	\$258,500.00	\$258,500.00
16.	1	LS	GST Subgrade Foundation for Type 3 GST. Furnish all labor, materials and equipment to construct subgrade foundation for the new 150,000 gallon prestressed concrete GST including excavation and backfill all in strict accordance with the plans and specifications for,	\$60,500.00	\$60,500.00	\$57,162.00	\$57,162.00
17.	1	LS	Furnish and install Proposed Well Header Piping, above ground, complete in place, including all piping, fittings, valves, chemical lines, meters, connections to well head, pipe stands, all labor, and all necessary appurtenances, all in strict accordance with the plans and specifications for,	\$30,895.00	\$30,895.00	\$33,400.00	\$33,400.00
18.	1	LS	Furnish and install High Service Pump Station, complete in place, including 16" Downmeter and vault, all labor and materials, two split case pumps, header and discharge piping, frames, motors, couplings, anchors, and bases, all in accordance with the plans and specifications for,	\$120,000.00	\$120,000.00	\$109,181.00	\$109,181.00
19.	1	LS	Furnish and install Proposed Chlorine Building, complete in place, including all labor and materials, canopy with slab, preengineered fiberglass building, subgrade preparation, and ventilation all in strict accordance with the plans and specifications for,	\$42,950.00	\$42,950.00	\$55,088.00	\$55,088.00

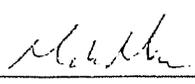
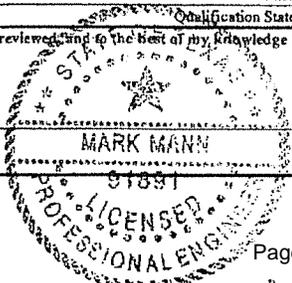
**BID TABULATION
CITY OF ORANGE
RICHARD DRIVE PROPOSED WATER PLANT**

BID OPENING DATE: 2016 OCT 25 - 2 PM

Item	Qty	Unit	Description	ABco, PO Box 3684, Beaumont, Texas 77704		BDS Constructors, LLC dba M K Constructors, 16736 JH 10, Vidor, Texas 77661	
				Unit Price	Item Total	Unit Price	Item Total
20.	1	LS	Furnish and Install Proposed Control/HISP Building, complete in place, including all labor and materials, preengineered metal building with slab, subgrade preparation, A/C unit, hoist crane, interior walls and doors, roll up door, entrance doors, and ventilation equipment, all in strict accordance with the plans and specifications for,	\$179,000.00	\$179,000.00	\$115,000.00	\$115,000.00
21.	1	LS	Furnish and Install Proposed Polyphosphate Equipment, including all equipment, pump, chemical injectors, piping, valves, meters, mounting hardware, storage tanks, labeling, labor, and materials, all in strict accordance with the plans and specifications for,	\$14,000.00	\$14,000.00	\$16,823.00	\$16,823.00
22.	1	LS	Furnish and Install Proposed Chlorine Equipment, including all equipment, piping, booster pump, chlorine injectors, SCBA equipment, valves, scales, leak detectors, meters, mounting hardware, labeling, labor and materials, all in strict accordance with the plans and specifications for,	\$52,000.00	\$52,000.00	\$17,952.00	\$17,952.00
23.	1	LS	Painting of all proposed pumps, above ground piping, control building, and misc. metals, all in strict accordance with the plans and specifications for,	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00
24.	1	LS	Furnish and Install Proposed Electrical and Controls for the proposed well head, control building improvements, High Service Pumps, Chlorine storage and feed, polyphosphate storage and feed, yard lighting, ground storage tanks, MCC equipment, conduit and wiring, generator coordination, and provisions for elevated storage tank, complete in place, including all labor and materials, and connections to existing equipment, all in strict accordance with the plans and specifications for,	\$151,000.00	\$151,000.00	\$154,671.00	\$154,671.00
25.	1	EA	Manhole. Furnish all labor, materials and equipment to install a new manhole including excavation and backfill, concrete base, stainless steel rainstopper all in strict accordance with the plans and specifications for,	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00
26.	820	LF	12" C-908 PVC DR-18 Waterline, installed outside of pavement, all depths, including all fittings, thrust blocking, tracer wire, testing, disinfection, excavation, backfill, embedment, disposal of excess materials, and surface restoration, all in strict accordance with the plans and specifications for,	\$44.00	\$36,080.00	\$46.00	\$37,720.00
27.	215	LF	18" Yard Piping. Furnish all labor, materials and equipment to install the proposed new 18" diameter C905 PVC lines including excavation, backfill, MJ fittings, tracer wire, testing and disinfection, all in accordance with the plans and specifications	\$75.00	\$16,125.00	\$200.00	\$43,000.00
28.	91	LF	16" Yard Piping. Furnish all labor, materials and equipment to install the proposed new 16" diameter C905 PVC lines including excavation, backfill, MJ fittings, tracer wire, testing and disinfection, all in accordance with the plans and specifications	\$110.00	\$10,010.00	\$178.00	\$16,198.00
29.	65	LF	6" Yard Piping. Furnish all labor, materials and equipment to install the proposed new 6" diameter C905 PVC lines including excavation, backfill, MJ fittings, tracer wire, testing and disinfection, all in accordance with the plans and specifications	\$25.00	\$1,625.00	\$109.00	\$7,085.00
30.	82	LF	2" Yard Piping. Furnish all labor, materials and equipment to install the proposed new 2" diameter PR160 PVC lines including excavation, backfill, MJ fittings, tracer wire, hose bibs, testing and disinfection, all in accordance with the plans and specifications	\$18.00	\$1,476.00	\$125.00	\$10,250.00
31.	1	EA	18" AWWA gate valves, with valve box, complete in place, including all thrust blocking, concrete pad, gaskets, connectors, and adapters, all in strict accordance with the plans and specifications for,	\$9,500.00	\$9,500.00	\$12,500.00	\$12,500.00
32.	2	EA	16" AWWA gate valves, with valve box, complete in place, including all thrust blocking, concrete pad, gaskets, connectors, and adapters, all in strict accordance with the plans and specifications for,	\$6,000.00	\$12,000.00	\$7,100.00	\$14,200.00
33.	1	EA	Fire Hydrant Assembly, complete in place, including all fittings, tees, valves, valve box, thrust blocking, testing, disinfection, all labor and materials, all in strict accordance with the plans and specifications for,	\$5,250.00	\$5,250.00	\$7,000.00	\$7,000.00
34.	2	EA	Connect to existing 12" waterline(s) at proposed elevated tank and IH 10, complete in place, all depths, including all labor and materials, thrust blocking, all necessary valves with valve box, excavation, backfill, compaction, and surface restoration, all in strict accordance with the plans and specifications for,	\$3,600.00	\$7,200.00	\$4,000.00	\$8,000.00
35.	1,230	LF	Trench Safety, per the specifications, for	\$1.00	\$1,230.00	\$2.00	\$2,460.00
36.	1	ALL	Groundwater. Provide groundwater control, as approved by Engineer, all in strict accordance with plans and specifications, reimbursement based on supplied invoices	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
37.	1	ALL	Electrical Service. Provide electrical service from Entergy for proposed site, as approved by Engineer, all in strict accordance with plans and specifications, reimbursement based on supplied invoices	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
38.	1	ALL	SCADA & Radio Equipment. Provide SCADA and radio equipment, as approved by Engineer, all in strict accordance with plans and specifications, reimbursement based on supplied invoices	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00
39.	1	ALL	Material Testing. Provide material testing for all concrete and soils compaction, as approved by Engineer, all in strict accordance with plans and specifications, reimbursement based on supplied invoices	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
40.	1	EA	6" AWWA gate valve, with valve box, complete in place, including all thrust blocking, concrete pad, gaskets, connectors, and adapters, all in strict accordance with the plans and specifications for,	\$885.00	\$885.00	\$1,500.00	\$1,500.00
ADDITIVE BID ITEMS							
41.	2	EA	Tank Illumination. Furnish all labor, materials and equipment to construct tank illumination pole lights, including all LED lights, conduit, wire, foundations, and incidentals, all in strict accordance with plans and specifications, for	\$12,818.00	\$25,636.00	\$14,099.00	\$28,198.00

**BID TABULATION
CITY OF ORANGE
RICHARD DRIVE PROPOSED WATER PLANT**

BID OPENING DATE: 2016 OCT 25 - 2 PM

Item	Qty	Unit	Description	Alko, PO Box 3684, Beaumont, Texas 77704		BDS Constructors, LLC dba M K Constructors, 16736 IH 10, Vidor, Texas 77662	
				Unit Price	Item Total	Unit Price	Item Total
ALTERNATE BID ITEMS							
A15a.	1	LS	150,000 Gallon GST. Furnish all labor, materials and equipment to construct a new AWWA Type 2 prestressed concrete ground storage tank for potable water including piping, valves, fittings, manways, hatches, cleanouts, nozzels, drains; testing; interior and exterior ladders; hydrostatic testing; and concrete splash pads; all related appurtenances and connections to the influent and effluent lines, all in strict accordance with the plans and specifications, for	\$330,900.00	\$330,900.00	\$272,800.00	\$272,800.00
A15b.	1	LS	300,000 Gallon GST. Furnish all labor, materials and equipment to construct a new AWWA Type 3 prestressed concrete ground storage tank for potable water including piping, valves, fittings, manways, hatches, cleanouts, nozzels, drains; testing; interior and exterior ladders; hydrostatic testing; and concrete splash pads; all related appurtenances and connections to the influent and effluent lines, all in strict accordance with the plans and specifications, for	\$422,000.00	\$422,000.00	\$335,500.00	\$335,500.00
A15c.	1	LS	300,000 Gallon GST. Furnish all labor, materials and equipment to construct a new AWWA Type 2 prestressed concrete ground storage tank for potable water including piping, valves, fittings, manways, hatches, cleanouts, nozzels, drains; testing; interior and exterior ladders; hydrostatic testing; and concrete splash pads; all related appurtenances and connections to the influent and effluent lines, all in strict accordance with the plans and specifications, for	\$412,200.00	\$412,200.00	\$353,100.00	\$353,100.00
A15a.	1	LS	GST Subgrade Foundation for Type 2 GST. Furnish all labor, materials and equipment to construct subgrade foundation for the new 150,000 gallon prestressed concrete GST including excavation and backfill all in strict accordance with the plans and specifications for,	\$63,100.00	\$63,100.00	\$57,162.00	\$57,162.00
A15b.	1	LS	GST Subgrade Foundation for Type 3 GST. Furnish all labor, materials and equipment to construct subgrade foundation for the new 300,000 gallon prestressed concrete GST including excavation and backfill all in strict accordance with the plans and specifications for,	\$70,200.00	\$70,200.00	\$77,286.00	\$77,286.00
A15c.	1	LS	GST Subgrade Foundation for Type 2 GST. Furnish all labor, materials and equipment to construct subgrade foundation for the new 300,000 gallon prestressed concrete GST including excavation and backfill all in strict accordance with the plans and specifications for,	\$72,100.00	\$72,100.00	\$77,286.00	\$77,286.00
WELL UNIT PRICE ADJUSTMENTS - PHASE I & PHASE II							
A.	1	VF	The final adjustment to the pilot hole depth shall be based on the maximum depth of the electric log, add for each foot more or deduct for each foot less than 750 feet for the pilot hole for,	\$68.00	\$68.00	\$55.00	\$55.00
B.	1	DAY	For standby time, in excess of the 72 hours after the Hydrologist Report specified for the Engineer to make a determination whether to proceed with the construction of the permanent well, based on a calendar day for,	\$1,600.00	\$1,600.00	\$5,500.00	\$5,500.00
C.	1	VF	For adjustment of final price on length of 14" lrp section add for each foot more or deduct for each foot less than 85 feet for,	\$44.00	\$44.00	\$44.00	\$44.00
D.	1	VF	For adjustment of final price on length of 20" surface casing add for each foot more or deduct for each foot less than 500 feet for,	\$100.00	\$100.00	\$55.00	\$55.00
E.	1	VF	For adjustment of final price on length of 14" blank liner add for each foot more or deduct for each foot less than 115 feet for,	\$49.00	\$49.00	\$44.00	\$44.00
F.	1	VF	For adjustment of final price on length of 14" screen add for each foot more or deduct for each foot less than 170 feet for,	\$145.00	\$145.00	\$83.00	\$83.00
G.	1	EA	For adding all necessary labor, tools, materials, equipment and incidentals necessary to perform, complete and in place, additional aquifer test(s) during the pilot hole, all in accordance with the plans and specifications for,	\$18,000.00	\$18,000.00	\$11,000.00	\$11,000.00
H.	1	EA	For adjustment of final price on length of 10" column assembly and airline, add for each 20 foot length more or deduct for each 20 foot length less than 260 feet for,	\$3,500.00	\$3,500.00	\$55.00	\$55.00
I.	1	EA	For adjustment of final price on number of stages of pump bowl assembly, add for each stage more or deduct for each stage less than 8 stages for,	\$1,600.00	\$1,600.00	\$550.00	\$550.00
BASE BID TOTAL				\$1,783,226.00		\$1,816,830.00	
TOTAL WITH ADDITIVE BID ITEM 41				\$1,808,862.00		\$1,845,028.00	
TOTAL ALTERNATE "a": 150,000 GALLON GST Type II with Foundation (Items A15a & A15a)				\$394,000.00		\$329,962.00	
TOTAL WITH ALTERNATE "b": 300,000 GALLON GST Type III with Foundation (Items A15b & A15b)				\$492,200.00		\$412,786.00	
TOTAL WITH ALTERNATE "c": 300,000 GALLON GST Type II with Foundation (Items A15c & A15c)				\$484,300.00		\$430,386.00	
Bonding Company Information				✓		✓	
Bid Bond				✓		✓	
Bid Schedule				✓		✓	
Non-Collusion Affidavit of Prime Contractor				✓		✓	
Vendor Compliance Statement				✓		✓	
Obligation Statement/Financial Statement				✓		✓	
The Bid Proposals submitted have been reviewed and to the best of my knowledge this is an accurate tabulation of the Bids received.							
Signature				Date			
 				10/26/16			

A RESOLUTION AWARDING A CONTRACT TO ALLCO IN THE AMOUNT OF \$1,895,562.00 FOR THE RICHARD DRIVE WATER PLANT.

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

That a contract be awarded to Allco for new Water Plant on Richard Drive in the amount of ONE MILLION EIGHT HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND NO/100 (\$1,895,562.00).

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

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

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

APPROVED:

City Attorney

FORM 1295 ACKNOWLEDGMENT NO. _____

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

October 26, 2016

To: Dr. Shawn Oubre, City Manager

From: James B. Wolf, Public Works Director

Re: Elevated Water Tank
Richard Drive
Recommendation for Award of Construction Contract

Please find attached Schaumburg & Polk's letter of recommendation and the bid tabulation for the referenced project. After reviewing the information, we recommend award of the contract to Landmark Structures I, L.P. of Fort Worth, Texas in the amount of \$1,493,000.00. If you agree please place on the next Council agenda.

RECOMMENDATION OF AWARD

October 26, 2016

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

Re: City of Orange
Orange County, Texas
Richard Drive
Proposed Elevated Water Tank

Dear Mr. Wolf,

The City of Orange opened bids on Tuesday, September 27, 2016 for the above referenced project. We have performed a review of the bid information as provided by the City. We recommend that award for the above referenced project be made to **Landmark Structures I, L.P.** of Fort Worth, Texas for the Base Bid Items 1 through 14 for a Total Contract Amount of \$1,493,000.00. I have included herewith a copy of the Bid Tabulation of the bids received. Should you have any questions or comments please do not hesitate to call.

Sincerely,
SCHAUMBURG & POLK, INC.



Nestor Barroeta
Project Engineer

BID TABULATION
CITY OF ORANGE, TEXAS
RICHARD DRIVE PROPOSED ELEVATED WATER TANK

BID OPENING DATE: TUESDAY, SEPT. 27, 2:00 PM

Item	Qty	Unit	Description	Landmark Structures I, L.P. 1665 Harmon Rd. Fort Worth, TX 76177		Phoenix Fabricators and Erectors, Inc. 182 S. County Rd. 900 East Aven, IN 46123		Caldwell Tanks, Inc. 4000 Tower Rd. Louisville, KY 40219	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1.	1	LS	Mobilization cost, including payment bond, performance bond, insurance, and moving equipment to project, all in strict accordance with plans and specifications; NOT TO EXCEED 3% OF THE TOTAL PROJECT BID for,	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$46,100.00	\$46,100.00
2.	1	LS	500,000 Gallon Elevated Water Tank - Furnish and install all labor, materials, and equipment necessary for the design, manufacturing, delivery and erection of a 500,000 GALLON composite elevated water storage tank, complete and operable including stainless steel 12" fill/outlet line, butterfly valve, and 12" overflow piping; interior and exterior surface preparation and painting, ladders, vents, platforms, access ways, structural floor blockouts (ONE additional floor), doors, sterilization, hydrostatic testing, grounding and appurtenances all in strict accordance with the plans and specifications for,	\$993,000.00	\$993,000.00	\$1,038,800.00	\$1,038,800.00	\$1,114,178.00	\$1,114,178.00
3.	1	LS	Tank Foundation - Furnish and install all labor, materials, and equipment for the design and construction of a reinforced concrete mat, n/wall or pile foundation for the 500,000 gallon composite elevated water storage tank including excavation and backfill all in strict accordance with the plans and specifications for,	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$215,400.00	\$215,400.00
4.	1,600	SY	Construction Access Road - Furnish all materials, equipment, tools, and labor necessary to install a rock road for construction access, all in strict accordance with plans and specifications for,	\$60.00	\$96,000.00	\$50.00	\$80,000.00	\$18.00	\$28,800.00
5.	1	AC	Clearing & Grubbing - Furnish all materials, equipment, tools, and labor necessary to remove existing vegetation and objectionable material, all in strict accordance with plans and specifications for,	\$40,000.00	\$59,200.00	\$20,000.00	\$29,600.00	\$10,150.00	\$15,022.00
6.	1	LS	Yard Piping - Furnish all materials, equipment, tools, and labor necessary for the construction of the fill/discharge piping and tank floor drain line to the limits shown on the plans, including tie-ins, valves, fittings, and appurtenances, complete and operable, all in strict accordance with plans and specifications for,	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
7.	1	EA	12" AWWA gate valves, with valve box, complete in place, including all thrust blocking, concrete pad, gaskets, connectors, and adapters, all in strict accordance with the plans and specifications for,	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
8.	1	LS	Reinforced Concrete Sidewalks, Drives, & Splash Pads - Furnish all materials, equipment, tools, and labor necessary to construct all specified reinforced concrete around the proposed 500,000 gallon elevated water storage tank, all in strict accordance with plans and specifications for,	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
9.	1	LS	Site Improvements - Provide all site work, including drainage swales, drainage culverts, grading at tank site, all labor & materials, complete in place, in accordance with plans and specifications for,	\$75,000.00	\$75,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
10.	1	ALLOW	Logos -Furnish all materials, equipment, tools, and labor necessary to paint two (2) logos on the proposed 500,000 gallon elevated water storage tank, all in strict accordance with plans and specifications for,	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
11.	1	LS	Electrical - Furnish all material, labor, equipment, and tools necessary for the installation of the electrical and control equipment including internal lighting, electrical panel, pressure transducers, all required grounding, conduit and conductors, all in strict accordance with the plans and specifications for,	\$60,000.00	\$60,000.00	\$45,000.00	\$45,000.00	\$56,000.00	\$56,000.00

BID TABULATION
CITY OF ORANGE, TEXAS
RICHARD DRIVE PROPOSED ELEVATED WATER TANK

BID OPENING DATE: TUESDAY, SEPT. 27, 1:00 PM

Item	Qty	Unit	Description	Landmark Structures I, L.P. 1665 Harmon Rd. Fort Worth, TX 76177		Phoenix Fabricators and Erectors, Inc. 182 S. County Rd. 900 East Avon, IN 46123		Caldwell Tanks, Inc. 4000 Tower Rd. Louisville, KY 40219	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
12.	1	LS	Trench Safety - Construct and maintain a Trench Safety System for all trench excavations in accordance with all plans and specifications for,	\$800.00	\$800.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
13.	1	ALLOW	ALLOWANCE- Materials Testing, by Geotechnical/Testing Firm (Toluanu Wong) - reimbursement based on supplied invoices	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
14.	1	ALLOW	Groundwater Control as required, during construction, as approved by Owner and Engineer; reimbursement based on supplied invoices	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
ADDITIVE BID ITEMS									
15.	1	LS	2nd Floor. Furnish all material, labor, and equipment to construct one additional reinforced concrete floors supported on galvanized formed steel decks and steel girders, including one (1) 4' x 4' aluminum hatch for jib crane, galvanized steel access stairs to the 2 nd floor, 6 wall mounted light fixtures including one (1) fast starting fixture, conduits and conductors and all electrical appurtenances. all in strict accordance with the plans and	\$49,000.00	\$49,000.00	\$117,700.00	\$117,700.00	\$126,000.00	\$126,000.00
TOTAL (Items 1 thru 14)				\$1,493,000.00	\$1,493,000.00	\$1,511,900.00	\$1,511,900.00	\$1,538,000.00	\$1,538,000.00
ADDITIVE BID AMOUNT				\$49,000.00	\$49,000.00	\$117,700.00	\$117,700.00	\$126,000.00	\$126,000.00
Bonding Company Information				Y		Y		Y	
Bid Bond				Y		Y		Y	
Bid Prop and Opening				Y		Y		Y	
Non-Collusion Affidavit of Prime Contractor				Y		Y		Y	
Vendor Compliance Statement				Y		Y		Y	
Acknowledged Addendum Nos. 1-3				Y		Y		Y	
Qualification Statement/Financial Statement				Y		Y		Y	

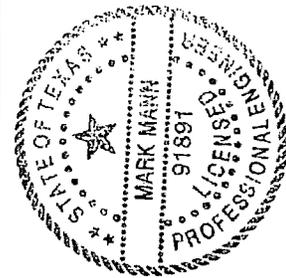
The Bid Proposals submitted have been reviewed, and to the best of my knowledge this is an accurate tabulation of the Bids received.

Mark Mann

Signature

9/23/16

Date



A RESOLUTION AWARDING A CONTRACT TO LANDMARK STRUCTURES I, L.P. IN THE AMOUNT OF \$1,493,000.00 FOR THE RICHARD DRIVE ELEVATED WATER TANK.

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

That a contract be awarded to Landmark Structures I, L.P. for new elevated water tank on Richard Drive in the amount of ONE MILLION FOUR HUNDRED NINETY-THREE THOUSAND DOLLARS AND NO/100 (\$1,493,000.00).

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

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

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

APPROVED:

City Attorney

FORM 1295 ACKNOWLEDGMENT NO. _____

CONVENTION & VISITORS BUREAU

MEMORANDUM

DATE: October 31, 2016

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, EDC Director

RE: JULY 4, 2017, PYROTECNICO FIREWORKS AGREEMENT

Please see the attached agreement submitted by PYROTECNICO Fireworks regarding the Tuesday, July 4, 2017 event at the Riverfront Boardwalk & Pavilion. Staff is planning a musical concert prior to the fireworks show.

PYROTECNICO will provide a \$10,000,000 general liability insurance certificate with the City of Orange and the property owner of the fire site listed as Additional Insureds.

The total price is **\$20,000**. A pre-show advance of \$10,000 is due by December 9, 2016, and the final payment balance of \$10,000 is due within 10 working days after the July 4 show.

Subject to your review and approval, please add this request as an agenda item for the next City Council meeting. Please contact me at extension #1077 for additional information.



FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between **Pyrotecnico Fireworks Inc.** ("Pyrotecnico") and **City of Orange, TX** ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	July 4, 2017
Rain Date(s) of Show (if negotiated):	
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$20,000
Pre-Show Advance:	\$10,000
Pre-Show Advance Due Date:	December 9, 2016
Payment Terms:	Net 10
The term of this Agreement ("Term") shall begin on the Effective Date and end on:	July 5, 2017
Postponement Fee:	\$5,000
Cancellation Fee:	\$15,000

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

RAIN DATES

Rain Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.

DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A. procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B. applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show,
- C. providing adequate private or public security, police and fire protection,
- D. securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- E. securing adequate protection to prevent all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico,
- F. removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyrotecnico as the display site, fallout area or safe zone.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).



SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A. Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B. Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C. Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A. If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B. If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A. If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B. If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice via certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INDEMNIFICATION & INSURANCE

Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. Client further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show location. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

If requested by Sponsor, Pyrotecnico will provide a certificate evidencing a maximum of \$10,000,000 general liability insurance coverage. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional Insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.



CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising/marketing materials that are within the Sponsor's authority.

MISCELLANEOUS

- A) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- B) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- C) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- D) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- E) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- F) The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- G) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- H) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- I) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- J) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- K) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- L) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO :

SPONSOR:

By: _____
 Name: _____
 Title: _____
 Date: _____
 Address: PO Box 149
New Castle PA 16103
 Phone: (724) 652-9555
 Email: _____@pyrotecnico.com

By: _____
 Name: _____
 Title: _____
 Date: _____
 Address: _____
 Phone: _____
 Email: _____

A RESOLUTION AWARDING A CONTRACT TO PYROTECNICO FIREWORKS IN THE AMOUNT OF \$20,000.00 FOR THE FIREWORKS DISPLAY FOR THE JULY 4th CELEBRATION AT THE RIVERFRONT PAVILION ON JULY 4, 2017.

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

That a contract for the fireworks display for the July 4th Celebration at the Riverfront Pavilion be awarded to Pyrotecnico Fireworks in the amount of TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS.

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

PASSED and APPROVED on this the 8th day of November 2016.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

APPROVED:

City Attorney

MEMORANDUM

November 1, 2016

TO: Kelvin Knauf, Director of Planning & Community Development

FROM: Sandra Wilson, Grants Planner

REFERENCE: Resolution Awarding the Contract to Allied Mechanical Inc., dba Alliance Mechanical Services in the Amount of \$43,300 for the Construction, Pouring and Finishing of Concrete for a 50' X 90' Pad for a Skate Park to Be Located in Sunset Park.

The City of Orange requested quotes for the construction, pouring and finishing of concrete for a pad to be located in Sunset Park as part of CDBG Park Improvements. This is for the placement of equipment to create a Skate Park, upgrading Sunset Park.

Quotes were hand delivered to five companies that have previously been awarded contracts for similar work for the City of Orange by James Lawrence, Parks Manager between the dates of October 7 and October 12, 2016. Quotes were opened in the office of Public Works, and read aloud on Tuesday, October 25, 2016 at 11:00 a.m.

Two quotes were returned. The Bid Tab is attached.

Please place this resolution on City Council agenda for Tuesday, November 8, 2016 for Council's review.

RESOLUTION AWARDING THE CONTRACT TO ALLIED MECHANICAL INC., dba ALLIANCE MECHANICAL SERVICES IN THE AMOUNT OF \$43,300 FOR THE CONSTRUCTION, POURING AND FINISHING OF CONCRETE FOR A 50' x 90' PAD FOR A SKATE PARK TO BE LOCATED IN SUNSET PARK, ORANGE, TEXAS.

WHEREAS, the City of Orange was awarded funds from the United States Department of Housing and Urban Development through a Community Development Block Grant; and

WHEREAS, as a part of the City's 2014 Annual Action Plan, as a Public Facilities & Improvements line item, and

WHEREAS, the City has been authorized to use said grant funds to upgrade Sunset Park; and

WHEREAS, the City of Orange requested quotes from five (5) responsible entities, and received two (2) quotes which were opened and read aloud on October 25, 2016; and

WHEREAS, Allied Mechanical Inc., dba Alliance Mechanical Services was the lowest responsible bidder, now; therefore

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

THAT, City Council hereby agrees with staff recommendation and accepts the bid of \$43,300 from Allied Mechanical Inc., dba Alliance Mechanical Services; and **THAT** the contract be awarded to said contractor.

BE IT FURTHER RESOLVED that the City Manager, Shawn Oubre, is hereby authorized to execute said contract.

PASSED and **APPROVED** on this the 8th day of November, 2016

Jimmy Sims, Mayor

ATTEST:

APPROVED AS TO FORM:

Patricia Anderson, City Secretary

John Cash Smith, City Attorney

Form 1295 Certificate Number: _____

MOTION

Motion reappointing Dean Granger as a member to the Orange Economic Development Corporation for a period expiring September 30, 2018.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

November 8, 2016

MOTION

Motion appointing a member to the Orange Economic Development Corporation for a period expiring September 30, 2018.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

November 8, 2016

**CITY OF ORANGE
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

PLEASE CHECK THE BOARD OR COMMISSION FOR WHICH YOU ARE APPLYING:

- | | |
|--|--|
| <input type="checkbox"/> BOARD OF ADJUSTMENT | <input type="checkbox"/> LIBRARY ADVISORY BOARD |
| <input type="checkbox"/> CIVIL SERVICE COMMISSION | <input type="checkbox"/> PLANNING AND ZONING COMMISSION |
| <input type="checkbox"/> CONSTRUCTION APPEALS BOARD | <input type="checkbox"/> CITIZENS ADVISORY COMMITTEE |
| <input type="checkbox"/> CREATIVE HOUSING BOARD | <input checked="" type="checkbox"/> OTHER(Please List) <u>Economic Development</u> |
| <input type="checkbox"/> HISTORIC PRESERVATION BOARD | <input type="checkbox"/> OTHER(Please List) _____ |
| <input type="checkbox"/> HOUSING AUTHORITY BOARD | <input type="checkbox"/> OTHER(Please List) _____ |

THE FOLLOWING INFORMATION WILL BECOME PUBLIC RECORD IF YOU ARE APPOINTED:

Name: Barnett, Gail S.
Last First Middle Initial

Home Address: 1111 W. Park Ave.

Home Telephone: 601/519-6943 Fax: 409/883-4267

Profession: Attorney / Upholstery

Business Name: Gail Barnett, Attorney-at-Law / Barnett Upholstery

Business Address: 1111 W. Park Ave

Business Telephone: 883-9906 Fax: 409/883-4267

PERSONAL REFERENCES:

- | | | |
|----|--|----------------------|
| 1) | <u>Jackie Mayfield, 1502 W. Park Ave,</u> | <u>(409)882-9893</u> |
| | Name and Address | Telephone |
| 2) | <u>Kelly Price, 1101 6th St, Orange, TX</u> | <u>(409)883-5415</u> |
| | Name and Address | Telephone |

Voter Registration No: 1181541878

Resident of Orange for 11 Years

-over-

If you have previously served on a City of Orange Board or Commission, please specify Board or Commission and approximate dates of service: N/A

Do you have experience that qualifies you for service on a particular Board or Commission (i.e., licenses, degrees, certificates)? Certain Boards require qualifications such as plumbers,

architects, electricians: I have a legal degree and Law license which renders me skilled to review and interpret any contracts, proposals, ordinances, and regulations on city matters
If you have been involved in any community endeavors, please explain: _____

I have served at least 5 years as a Habitat for Humanity Board member.

Gabe Barnett
Signature

10/17/14
Date

QUALIFICATIONS FOR APPOINTMENT TO CITY OF ORANGE BOARDS

The City of Orange Policy establishes certain qualifications which must be met by all members of City Boards and Commissions. In addition to any special qualifications for service on a particular board, a board member must:

- 1) Not be delinquent on any City taxes or utilities.
- 2) Be a qualified City of Orange voter at the time of appointment. *per EAO*
- 3) Have been a resident of Orange for at least six months before the date of appointment.
- 4) Have not been finally convicted of a felony.
- 5) Have not been determined mentally incompetent by a final judgement of court.

Thank you for taking the time to complete this application. It will be helpful to the City Council in making appointments.

This application must be fully completed for consideration by the City Council.

You may also attach a resume if you so desire.

Please return this form to the address below:

RHONDA HASKINS
CITY SECRETARY
P. O. BOX 520
ORANGE, TEXAS 77631 (OR FAX TO 883-1096)

-over-

**CITY OF ORANGE
BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION**

PLEASE CHECK THE BOARD OR COMMISSION FOR WHICH YOU ARE APPLYING:

- | | |
|--|---|
| <input type="checkbox"/> BOARD OF ADJUSTMENT | <input type="checkbox"/> LIBRARY ADVISORY BOARD |
| <input type="checkbox"/> CIVIL SERVICE COMMISSION | <input type="checkbox"/> PLANNING AND ZONING COMMISSION |
| <input type="checkbox"/> CONSTRUCTION APPEALS BOARD | <input type="checkbox"/> CITIZENS ADVISORY COMMITTEE |
| <input type="checkbox"/> CREATIVE HOUSING BOARD | <input checked="" type="checkbox"/> OTHER(Please List) <u>edc</u> |
| <input type="checkbox"/> HISTORIC PRESERVATION BOARD | <input type="checkbox"/> OTHER(Please List) _____ |
| <input type="checkbox"/> HOUSING AUTHORITY BOARD | <input type="checkbox"/> OTHER(Please List) _____ |

THE FOLLOWING INFORMATION WILL BECOME PUBLIC RECORD IF YOU ARE APPOINTED:

Name: McKenna Mary L,
Last First Middle Initial

Home Address: 312 Pine, Orange, Tx 77630

Home Telephone: 409-~~886~~ 886-3105 Fax: _____

Profession: Health care

Business Name: southeast Texas Hospice

Business Address: 912 W. Cherry, Orange, Tx 77630

Business Telephone: 409-886-0622 Fax: 409-886-0623

PERSONAL REFERENCES:

- | | |
|-----------------------------------|-----------|
| 1) <u>Mayor Jimmy Sims</u> | _____ |
| Name and Address | Telephone |
| 2) <u>Councilman Larry Spears</u> | _____ |
| Name and Address | Telephone |

Voter Registration No: _____

Resident of Orange for 60 Years

-over-

If you have previously served on a City of Orange Board or Commission, please specify Board or Commission and approximate dates of service: Housing Authority, City Council, economic development commission

Do you have experience that qualifies you for service on a particular Board or Commission (i.e., licenses, degrees, certificates)? Certain Boards require qualifications such as plumbers, architects, electricians: I love Orange and wish to see it thrive

If you have been involved in any community endeavors, please explain: _____

I have served the health care community in Orange for decades. I have been a member of the chamber board, the hospital board, leadership southeast Texas Board, and am active in my church.

Mary Mateana 10/19/16
Signature Date

QUALIFICATIONS FOR APPOINTMENT TO CITY OF ORANGE BOARDS

The City of Orange Policy establishes certain qualifications which must be met by all members of City Boards and Commissions. In addition to any special qualifications for service on a particular board, a board member must:

- 1) Not be delinquent on any City taxes or utilities.
- 2) Be a qualified City of Orange voter at the time of appointment. *per EAO*
- 3) Have been a resident of Orange for at least six months before the date of appointment.
- 4) Have not been finally convicted of a felony.
- 5) Have not been determined mentally incompetent by a final judgement of court.

Thank you for taking the time to complete this application. It will be helpful to the City Council in making appointments.

This application must be fully completed for consideration by the City Council.

You may also attach a resume if you so desire.

Please return this form to the address below:

PATRICIA ANDERSON
CITY SECRETARY
P. O. BOX 520
ORANGE, TEXAS 77631 (OR FAX TO 883-1096)

MOTION

Motion acknowledging receipt of the Quarterly Investment Report for the period ending September 30, 2016.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

November 8, 2016

City of Orange Investment Report
For the Quarter Ending September 30, 2016

On September 12, 1995 the City Council adopted an investment policy in compliance with recently revised state law. This policy was last reviewed on February 23, 2016 Chapter 2256 Section 023 Subsection (b) of the Government Code requires that the Director of Finance shall prepare an investment report at least quarterly. The investment report must include a management summary and the detail as set forth in the Subsection (b).

Cash and Investment Summary

The following chart shows the change in the City investment portfolio over the last quarter. Detailed information for each fund is attached.

<i>Investment of all Funds at:</i>	<i>9/30/2016</i>	<i>6/30/2016</i>	<i>3/31/2016</i>	<i>12/31/2015</i>	<i>9/30/2015</i>	<i>6/30/15</i>
<i>Investments/Purchase Cost</i>	\$ 5,182,736.60	\$ 5,182,000.00	\$ 5,182,000.00	\$ 5,182,000.00	\$ 5,182,000.00	\$ 4,937,000.00
<i>Accrued Book Value</i>	\$ 5,182,736.60	\$ 5,182,000.00	\$ 5,182,000.00	\$ 5,182,000.00	\$ 5,182,000.00	\$ 4,937,000.00
<i>Fair Value</i>	\$ 5,182,736.60	\$ 5,182,000.00	\$ 5,182,000.00	\$ 5,182,000.00	\$ 5,182,000.00	\$ 4,937,000.00
<i>Maturity Value</i>	\$ 5,183,596.68	\$ 5,182,735.00	\$ 5,182,735.00	\$ 5,182,735.00	\$ 5,182,735.00	\$ 4,937,000.00
<i>Average Length to Maturity</i>	46	46	46	45	48	30
<i>Annualized Rate of Return- Net of Fees</i>	0.145%	0.147%	0.100%	0.348%	0.281%	0.240%
<i>Treasury Bills</i>	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<i>Government Agencies</i>	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<i>Certificates of Deposit</i>	4.740%	4.730%	4.730%	4.730%	4.730%	0.000%
<i>Savings</i>	95.26%	95.27%	95.27%	95.27%	95.27%	100.00%
<i>Cash Balances (Covered by Collateral) Savings</i>	\$ 11,769,704.00	\$ 15,561,023.43	\$ 18,271,036.61	\$ 11,830,315.00	\$ 12,832,783.07	\$ 10,128,931.97
<i>CD's (Covered by Collateral)</i>	\$ 245,736.60	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00	\$ 0.00
<i>Savings (Covered by Collateral)</i>	\$ 4,937,000.00	\$ 4,937,000.00	\$ 4,937,000.00	\$ 4,937,000.00	\$ 4,937,000.00	\$ 4,937,000.00
<i>Total Covered by Collateral</i>	\$ 16,952,440.60	\$ 20,743,023.43	\$ 23,453,036.61	\$ 17,012,315.00	\$ 18,014,783.07	\$ 15,065,595.30
<i>Collateral Pledged (Market)</i>	\$ 22,734,630.68	\$ 24,858,464.05	\$ 26,292,389.76	\$ 19,182,151.00	\$ 20,287,136.25	\$ 17,381,114.60

Performance

The Investment Policy specifies that the portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. One benchmark to use is the average yield rate for six month treasury bills. We use the weekly sale information from the Wall Street Journal to compute an average rate of return for the quarter. For the quarter ending September 30,

2016 the average rate of return on six month treasury bills was .433% The City's annualized earnings rate was 0.145% which is less than the average treasury bill rate. By the end of this quarter the City had 0% in Treasury Bills, 0% in Government Agencies, 4.74% in Collateralized CD's and 95.26% in Collateralized Savings Account. The City always attempts to receive the best rate that fits (1) investment policy provisions for portfolio split and (2) maturity dates to match payments or payrolls. The City's present rate annualized would mean \$7,525.71 in earnings if we maintained the level of investments and yields we currently have. At the end of fiscal year 2014 the City had actual interest earnings of \$23,900 and at the end of fiscal year 2015 the City has actual interest earnings of \$30,978. The total interest earnings for the fiscal years includes interest earnings that the City receives on our cash accounts.

The interest rate on six month treasury bills was 0.420% at the end September 30, 2016, with the average for the quarter being 0.433%. During the last three years we have seen the average interest rate on six month treasury bills increase 0.377%. Rates have been below 1% for the last twenty nine quarters. The rate on the six month treasury bill went from 0.340% at the beginning of the quarter to 0.420% at the end of the quarter. For the last year we have seen the average six month rate go from 0.180% to 0.433%.

<u>Quarter Ending Date</u>	<u>Average Interest Rate Per Quarter</u>	<u>Change</u>
9/30/13	0.056%	0.000%
12/31/13	0.071%	0.015%
3/31/14	0.078%	0.007%
6/30/14	0.054%	-0.024%
9/30/14	0.052%	-0.002%
12/31/14	0.063%	0.011%
3/31/15	0.092%	0.029%
6/30/15	0.088%	-0.004%
9/30/15	0.180%	0.092%
12/31/15	0.317%	0.137%
3/31/16	0.461%	0.144%
6/30/16	0.398%	-0.063%
9/30/16	0.433%	0.035%

The 46 day average length to maturity, at the end of the quarter, is the same as the prior quarter. The City has now completed all four quarters of fiscal year 2016 and the rates on all investment options continue to stay very low.

For several years now the City has been keeping investment short term to take advantage of any

increase in yields. Interest rates on six month treasury bills are still well below the 1% level. The City has not seen any change in the interest rates on Treasuries and Agencies.

This quarter the earnings rate on the City's savings account is below the treasury rate for the third quarter in a row. Per the City's 2008 depository contract the interest earning rate was set at 85% of the 90 day LIBOR. Per the City's 2013 depository contract the interest earnings rate was set at the WF Texas Managed Rate. Until this quarter the City was earning at the 85% of 90 day LIBOR rate. We are now earning the WF Texas Manger Rate as specified in the most recent depository contract.

Since the City had not been purchasing treasuries or agencies for an extended period of time the City made the decision, in June 2015, to close our trust account at J.P. Morgan Trust and save the trust fees. At this time the City needs to open another trust account in order to get back in the market for treasuries and agencies. This is something that will need to be accomplished in the near future. Options are now being explored concerning setting up a new trust arrangement with another third party bank.

In June 2013 the City was able to start allowing customers to view and pay their utility billings online through the City's ESuite module. The payment link is located on the City of Orange website at orangetexas.net. We also continue to offer to debit customer's bank accounts for water/sewer/garbage billings.

Compliance

The City is presently investing in collateralized savings accounts and certificates of deposit. At the end of this quarter the City did not have any investments in Government Agencies or Treasury Bills.

The savings accounts are collateralized, or covered by FDIC Insurance, in the same manner in which the City's cash accounts and CD's are collateralized or insured. On September 30, 2016 the City had 95.26%, \$4,937,000.00, of the portfolio balance in the collateralized high yield savings accounts. On September 30, 2016 the Investment Savings were earning 0.140% (on 365 day basis). At the end of this quarter the savings rate is lower than the average treasury bill rate.

The City invested in a certificate of deposit at First Financial Bank in a prior quarter. This investment is earning 0.35% which is slightly more than the Investment Savings account current rate.

The investment policy specifies that the investments, in order of priority, be (1) suitable for the entity (2) provide for preservation and safety of principal (3) liquid (4) marketable if the need arises (5) diverse types of investments in the portfolio and (6) able to achieve a fair yield.

For the City our present investments meet all the requirements. With the setting of percentage factors for portfolio investment types (within our Investment Policy as required by State Law) the City is striving to diversify its investments and still maximize the rate of return. The specific reason for the diversity of a portfolio is to eliminate the risk of loss from over concentration of assets in a specific

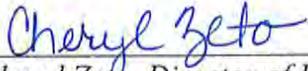
maturity, specific issuer, or specific class of securities. The City is presently unable to obtain instruments backed by the full faith and credit of the federal government the City's investments are not as diverse as they have been in the past.

The City is currently in compliance with the Public Funds Investment Act. The present investment options have made it very difficult to stay within the City's Investment Policy and Strategies. The City also is getting less diversification within the portfolio than normally recommended.

The City Council will continue to receive financial information on a quarterly basis and the quarterly investment report.

Submitted by City of Orange Designated Investment Officers:

Shawn Oubre, City Manager



Cheryl Zeto, Director of Finance



Sherry Jackson, Accounting Manager

MOTION

Motion approving the certification of the 2016 assessed tax roll and the 2016 delinquent tax roll summary as submitted by Lynda Gunstream, Orange County Tax Assessor-Collector.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

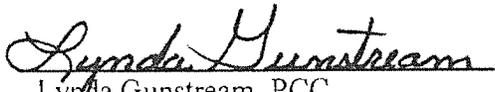
November 8, 2016

**CERTIFICATION of the
2016 CURRENT TAX ROLL**

City of Orange

I, Lynda Gunstream, Tax Assessor-Collector of Orange County, Texas, do solemnly swear that the tax roll from which this information is derived contains a correct and full list of the real and personal property subject to taxation, and that said property has been assessed for taxes for the year 2016, at its true and full market value, or if it has not market value, then at its real value, as said list and values were certified and submitted to me by Mike Cedars, Chief Appraiser of the Orange County Appraisal District; to wit: \$ 7,436,541.88

Sworn to and subscribed before me this 27 day of October, 2016.


Lynda Gunstream, PCC
Orange County Tax Assessor-Collector



We, the undersigned Governing Body of the **City of Orange**, certify that the said current tax roll for the year 2016 has been presented and accepted this _____ day of _____ 2016.

Mayor

Attest:

	Number	Amount		
Improvements:				
Homesteadable	6,780	544,983,470--:		
New Homesteadable		0 :	Impr. Total	
Non-Homesteadable	776	412,656,808 :--	957,640,278--:	
New Non-Homesteadable		0--:		
Land:				
Homesteadable	7,170	70,434,376--:	Land Total	
Non-Homesteadable	2,836	63,308,412--:--	133,742,788--:	
Acres	14,575.029	10,051		Total Market
				-- 1,327,549,559
Productivity:				
Agricultural Market	124	14,193,757--:	Productivity Mkt	Total Accounts
Timber Market	21	1,675,149--:--	15,868,906--:	11,615
Agricultural Use Value	124	315,636		
Timber Use Value	21	48,371		
Exempt Agricultural Market		0		
Exempt Agricultural Value		0		
Other:				
Minerals	47	222,070--:	Other	
Personal Property Market	1,359	220,075,517--:--	220,297,587--:	
Miscellaneous:				
Homestead Market Value	4,070	441,306,702		
Homestead Cap Value	4,070	440,677,665		
Tax Increment Zone Market		0		
Tax Increment Zone Base		0		
Deductions:	Exemption	Number	Amount	
Constitutional Exempt		554	108,039,942-----:	
Productivity Loss		145	15,504,899-----:	
Homestead Cap Loss		97	629,037-----:	
Homestead			0--:	
Homestead Frozen			0 :	Homestead Total
Homestead Local			0 :--	86,647,766--:
Homestead Local Frozen			0 :	
Homestead Local %	20%	2,589	59,353,818 :	Total
Homestead Local % Frozen	20%	1,392	27,293,948--:	Deductions
				-- 266,913,299
Over 65	15,000	357	5,220,640--:	
Over 65 Frozen	15,000	1,225	18,259,600 :	Over 65 Total
Over 65 Local			0 :--	23,480,240--:
Over 65 Local Frozen			0--:	
Disabled Person	15,000	75	724,050--:	
Disabled Person Frozen	15,000	168	1,650,000 :	Disabled Person
Disabled Person Local		69	336,665 :--	3,502,565--:
Disabled Person Lcl Frzn		159	791,850--:	
Disabled Veteran HS Full		68	7,956,010--:	
Disabled Veteran		77	742,250 :	Disabled Veteran
Disabled Veteran Frozen		58	635,000--:--	9,333,260--:
Abatements			0--:	
Pollution Control		1	14,590,870 :	
Freeport		1	3,402,310 :	Other Exemptions
HB366		45	6,816 :--	19,775,590--:
Prorated Exempt		15	418,218 :	
Other		45	1,357,376--:	
Frozen Taxable Value Loss			13,763,838	
Frozen Limit (CAD Original)		1,831	770,930.75	
Frozen Limit Adjusted (Transfers)		1,831	773,040.10	Net Taxable
Frozen Tax Levy Used			737,445.17	Less Frozen
Late Agricultural Penalty		3	266.19	1,046,872,422
Late Correction Penalty			.00	
Late Rendition Penalty		307	9,762.72	
Total Tax Levy	0.00709400		7,436,541.88	Beginning Balance: 7,426,779.16
				Late Rendition Penalty 9,762.72
				TOTAL LEVY: 7,436,541.88

Calc sequence: DV Tot HS, Dis Vet, Hmstd, Ovr 65, Disabled, Hmstd Lcl, Ovr 65 Lcl, Disabled Lcl, Other.
 Apply Ownership Interest to Hmstd, Over 65, Dis Person, Hmstd Lcl, Hmstd Min, Dis Vet.
 Apply Disabled Veteran exemption to Non-Homestead then to Homestead values.

**CERTIFICATION of the
2016 DELINQUENT TAX ROLL**

City of Orange

I, Lynda Gunstream, Tax Assessor-Collector for the **City of Orange**, Orange County Texas, do solemnly swear that I have made or caused to be made delinquent inquiry to ascertain that all delinquent taxes due to the **City of Orange** on October 1, 2016 in the amount of \$ 1,246,767.84 are hereby certified and the tax records are incorporated herein reference the same as if fully copied and set forth at lengths.

Sworn to and subscribed before me this 27 day of October, 2016.


Lynda Gunstream, PCC
Orange County Tax Assessor-Collector



We, the undersigned Governing Body of the **City of Orange**, certify that the said delinquent tax roll for the year 2016 has been presented and accepted this ____ day of _____, 2016.

Mayor

Attest:

DELINQUENT TAX ROLL

TOTAL DUE BY YEAR FOR	COR	CITY OF ORANGE	BASE TAX	REND PEN	TOTAL	ACCOUNTS
2015			262,561.61	447.21	263,008.82	1,506
2014			144,193.92	313.21	144,507.13	1,171
2013			126,659.52	328.04	126,987.56	1,055
2012			111,227.85	349.81	111,577.66	953
2011			192,945.92	257.89	193,203.81	868
2010			79,083.39	437.68	79,521.07	732
2009			49,095.84	189.94	49,285.78	615
2008			43,325.65	109.76	43,435.41	527
2007			36,756.07	36.55	36,792.62	483
2006			36,841.63	112.41	36,954.04	443
2005			30,751.41	101.68	30,853.09	387
2004			22,446.34	.00	22,446.34	343
2003			21,045.67	.00	21,045.67	293
2002			18,158.37	.00	18,158.37	274
2001			14,556.97	.00	14,556.97	255
2000			13,452.25	.00	13,452.25	242
1999			10,033.54	.00	10,033.54	208
1998			7,892.69	.00	7,892.69	184
1997			6,742.04	.00	6,742.04	157
1996			6,171.47	.00	6,171.47	140
1995			2,156.37	.00	2,156.37	40
1994			1,339.14	.00	1,339.14	28
1993			1,139.96	.00	1,138.96	26
1992			587.02	.00	587.02	18
1991			683.56	.00	683.56	17
1990			495.44	.00	495.44	13
1989			403.64	.00	403.64	10
1988			493.62	.00	493.62	10
1987			360.45	.00	360.45	5
1986			325.14	.00	325.14	4
1985			590.17	.00	590.17	4
1984			363.12	.00	363.12	3
1983			342.79	.00	342.79	2
1982			304.70	.00	304.70	2
1981			95.69	.00	95.69	1
1980			88.60	.00	88.60	1
1979			80.63	.00	80.63	1
1978			80.63	.00	80.63	1
1977 And Prior			211.84	.00	211.84	3
GRAND TOTAL FOR	COR	CITY OF ORANGE	1,244,083.66	2,684.18	1,246,767.84	11,025

MOTION

Motion acknowledging receipt of the Orange Economic Development Corporation Financial Report for the quarter ending September 30, 2016.

Jimmy Sims, Mayor

Attest:

Patricia Anderson, City Secretary

November 8, 2016



Trial Balance Listing

Through 09/30/16
Detail Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 099 - Economic Development Corporation						
1108.001	Cash - Wells Fargo Debt Service Series 2007 EDC	52,128.42	99,384.97	151,513.39	.00	52,128.42
1108.002	Cash - Wells Fargo Debt Service Series 2012 EDC	49,837.92	323,460.41	323,912.00	49,386.33	49,837.92
1108.003	Cash - Wells Fargo Reserve Fund Series 2012 EDC	298,409.83	16,035.97	1,927.00	312,518.80	298,409.83
1108.004	Cash - Wells Fargo Debt Service Series 2016 EDC	.00	249,919.29	213,664.99	36,254.30	.00
1112.001	Cash - Wells Fargo EDC	1,827,137.55	966,879.08	513,017.99	2,280,998.64	1,827,137.55
1119.002	Cash - First Financial Bank EDC	10.00	245,736.60	245,736.60	10.00	10.00
1126.001	Investments	245,000.00	245,736.60	245,000.00	245,736.60	245,000.00
1135.001	Accounts Receivable	1,250.00	.00	1,250.00	.00	1,250.00
1150.001	Due from Others	138,877.76	99,306.41	138,877.76	99,306.41	138,877.76
1166.001	Prepays	1,481.84	1,562.15	1,481.84	1,562.15	1,481.84
2201.001	Accounts Payable	(19,861.37)	337,324.22	321,080.49	(3,617.64)	(19,861.37)
2208.001	Salaries Payable	(3,680.92)	100,738.31	102,159.50	(5,102.11)	(3,680.92)
2260.001	Due to Others	.00	.00	6,176.09	(6,176.09)	.00
2269.001	Compensated Absences Payable	(9,910.03)	.00	194.44	(10,104.47)	(9,910.03)
2300.030	Fund Balance - Restricted for: Debt Service	(400,376.00)	.00	.00	(400,376.00)	(400,376.00)
2300.090	Fund Balance - Assigned to: Economic Development	(1,161,075.00)	.00	.00	(1,161,075.00)	(1,161,075.00)
2300.110	Fund Balance - Unassigned	(1,019,230.00)	.00	.00	(1,019,230.00)	(1,019,230.00)
Department	000 - Revenue					
3102	Sales Tax	.00	217,773.77	1,577,779.09	(1,360,005.32)	(1,296,443.03)
3141	Interest Earned	.00	154.82	2,990.40	(2,835.58)	(3,898.43)
3183	Miscellaneous	.00	.00	250.00	(250.00)	.00
3212	Interest Earnings EDC 2007 Sales Tax Bonds	.00	.00	145.37	(145.37)	(285.80)
3213	Interest Earnings EDC 2012 Sales Tax Bonds	.00	.00	831.90	(831.90)	(884.27)
3219	Interest Earnings EDC 2016 Tax Revenue Refunding Bonds	.00	.00	28.93	(28.93)	.00
3255	Proceeds from Sale of Bonds	.00	.00	2,357.67	(2,357.67)	.00
3291	Donations & Reimbursements	.00	.00	14,174.34	(14,174.34)	(11,814.00)
	Department 000 - Revenue Totals	\$0.00	\$217,928.59	\$1,598,557.70	(\$1,380,629.11)	(\$1,313,325.53)
Department	998 - EDC - Debt Service					
4650	Interest Expense - EDC Series 2007 Sales Tax Revenue Bonds	.00	32,087.50	.00	32,087.50	70,775.00
4651	Interest Expense - EDC Series 2012 Sales Tax Revenue Bonds	.00	163,681.24	.00	163,681.24	166,281.25
4652	Interest Expense-EDC Series 2016 Sales Tax Revenue Refunding Bnd	.00	10,560.99	.00	10,560.99	.00
4655	Bonds Paid - EDC Series 2007 Sales Tax Revenue Bonds	.00	.00	.00	.00	165,000.00
4656	Bonds Paid - EDC Series 2012 Sales Tax Revenue Bonds	.00	135,000.00	.00	135,000.00	130,000.00
4657	Bonds Paid - EDC Series 2016 Sales Tax Revenue Refunding Bonds	.00	185,000.00	.00	185,000.00	.00



Trial Balance Listing

Through 09/30/16
Detail Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund	099 - Economic Development Corporation					
Department	998 - EDC - Debt Service					
4660	Service Fees - EDC Series 2007 Sales Tax Revenue	.00	500.00	.00	500.00	500.00
	Bonds					
4661	Service Fees - EDC Series 2012 Sales Tax Revenue	.00	550.00	.00	550.00	550.00
	Bonds					
	Department 998 - EDC - Debt Service Totals	\$0.00	\$527,379.73	\$0.00	\$527,379.73	\$533,106.25
Department	999 - Economic Development Corporation					
4010	Salaries & Wages	.00	93,941.25	.00	93,941.25	88,660.95
4040	Overtime	.00	2,147.11	.00	2,147.11	.00
4060	Retirement Contributions	.00	24,955.86	870.46	24,085.40	23,971.64
4061	Group Insurance	.00	19,359.86	1,577.78	17,782.08	16,371.48
4062	Social Security Contr.	.00	8,365.35	517.61	7,847.74	7,425.12
4063	Workers' Compensation	.00	216.77	6.12	210.65	207.39
4064	Unemploy'mt Compensation	.00	40.50	.00	40.50	42.30
4010	Office Supplies	.00	284.86	.00	284.86	681.40
4011	Postage	.00	9.35	.00	9.35	131.34
4018	Banking Expense	.00	.00	.00	.00	1,395.82
4025	Equipment	.00	237.48	.00	237.48	124.83
4220	Vehicle Allowances	.00	3,900.00	.00	3,900.00	3,600.00
4222	Special Services	.00	2,867.49	1.90	2,865.59	5,307.27
4224	Advertising	.00	1,742.28	.00	1,742.28	435.44
4230	Electricity Expense	.00	4,382.55	.00	4,382.55	4,914.34
4231	Communications Expense	.00	389.06	.00	389.06	431.47
4232	Dues	.00	3,585.00	.00	3,585.00	26,117.00
4243	Legal Expense	.00	4,195.00	.00	4,195.00	4,802.76
4247	Water Utility Expense	.00	1,794.78	107.46	1,687.32	3,871.36
4250	Audit Expense	.00	5,610.00	.00	5,610.00	5,610.00
4251	Consultant Expense	.00	17,450.00	.00	17,450.00	11,780.50
4252	Chapter 380 Economic Development Program Reimbursements	.00	86,383.20	.00	86,383.20	.00
4260	Conference & Training	.00	9,581.23	500.00	9,081.23	8,261.15
4270	EDC - City of Orange Staff Reimbursement	.00	76,000.00	.00	76,000.00	76,000.00
4330	EDC Economic Development Projects	.00	40,000.00	.00	40,000.00	.00
4331	EDC Capital Projects City of Orange	.00	31,894.81	2,595.00	29,299.81	16,615.00
	Department 999 - Economic Development Corporation Totals	\$0.00	\$439,333.79	\$6,176.33	\$433,157.46	\$306,758.56
Fund	099 - Economic Development Corporation Totals	\$0.00	\$3,870,726.12	\$3,870,726.12	\$0.00	(\$473,460.72)
	Grand Totals	\$0.00	\$3,870,726.12	\$3,870,726.12	\$0.00	(\$473,460.72)



Budget Performance Report

Fiscal Year to Date 09/30/16
 Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Transactions	Budget - YTD Transactions	% used/Rec'd	Prior Year Total
REVENUE											
Department 000 - Revenue											
3102	Sales Tax	1,300,000.00	.00	1,300,000.00	199,472.27	.00	.00	1,360,005.32	(60,005.32)	105	1,296,443.03
3141	Interest Earned	3,075.00	.00	3,075.00	170.17	.00	.00	2,835.58	239.42	92	3,898.43
3183	Miscellaneous	500.00	.00	500.00	.00	.00	.00	250.00	250.00	50	.00
3212	Interest Earnings EDC 2007 Sales Tax Bonds	275.00	.00	275.00	.00	.00	.00	145.37	129.63	53	285.80
3213	Interest Earnings EDC 2012 Sales Tax Bonds	745.00	.00	745.00	38.97	.00	.00	831.90	(86.90)	112	884.27
3219	Interest Earnings EDC 2016 Tax Revenue Refunding Bonds	.00	.00	.00	1.07	.00	.00	28.93	(28.93)	+++	.00
3255	Proceeds from Sale of Bonds	.00	.00	.00	.00	.00	.00	2,357.67	(2,357.67)	+++	.00
3291	Donations & Reimbursements	12,027.00	.00	12,027.00	2,147.11	.00	.00	14,174.34	(2,147.34)	118	11,814.00
Department 000 - Revenue Totals		\$1,316,622.00	\$0.00	\$1,316,622.00	\$201,829.59	\$0.00	\$0.00	\$1,380,629.11	(\$64,007.11)	105%	\$1,313,325.53
REVENUE TOTALS		\$1,316,622.00	\$0.00	\$1,316,622.00	\$201,829.59	\$0.00	\$0.00	\$1,380,629.11	(\$64,007.11)	105%	\$1,313,325.53
EXPENSE											
Department 998 - EDC - Debt Service											
4650	Interest Expense - EDC Series 2007 Sales Tax Revenue Bonds	64,175.00	(32,087.00)	32,088.00	.00	.00	.00	32,087.50	.50	100	70,775.00
4651	Interest Expense - EDC Series 2012 Sales Tax Revenue Bonds	163,682.00	.00	163,682.00	.00	.00	.00	163,681.24	.76	100	166,281.25
4652	Interest Expense-EDC Series 2016 Sales Tax Revenue Refunding Bnd	.00	10,561.00	10,561.00	.00	.00	.00	10,560.99	.01	100	.00
4655	Bonds Paid - EDC Series 2007 Sales Tax Revenue Bonds	170,000.00	(170,000.00)	.00	.00	.00	.00	.00	.00	+++	165,000.00
4656	Bonds Paid - EDC Series 2012 Sales Tax Revenue Bonds	135,000.00	.00	135,000.00	.00	.00	.00	135,000.00	.00	100	130,000.00
4657	Bonds Paid - EDC Series 2016 Sales Tax Revenue Refunding Bonds	.00	185,000.00	185,000.00	.00	.00	.00	185,000.00	.00	100	.00
4660	Service Fees - EDC Series 2007 Sales Tax Revenue Bonds	1,000.00	(500.00)	500.00	.00	.00	.00	500.00	.00	100	500.00
4661	Service Fees - EDC Series 2012 Sales Tax Revenue Bonds	1,000.00	.00	1,000.00	.00	.00	.00	550.00	450.00	55	550.00
4662	Service Fees - EDC Series 2016 Sales Tax Revenue Refunding Bonds	.00	500.00	500.00	.00	.00	.00	.00	500.00	0	.00
Department 998 - EDC - Debt Service Totals		\$534,857.00	(\$6,526.00)	\$528,331.00	\$0.00	\$0.00	\$0.00	\$527,379.73	\$951.27	100%	\$533,106.25
Department 999 - Economic Development Corporation											
4010	Salaries & Wages	93,747.00	.00	93,747.00	10,929.94	.00	.00	93,941.25	(194.25)	100	88,660.95
4040	Overtime	.00	.00	.00	.00	.00	.00	2,147.11	(2,147.11)	+++	.00
4060	Retirement Contributions	22,588.00	.00	22,588.00	2,693.58	.00	.00	24,085.40	(1,497.40)	107	23,971.64
4061	Group Insurance	16,373.00	1,409.00	17,782.00	.00	.00	.00	17,782.08	(.08)	100	16,371.48
4062	Social Security Contr.	7,448.00	.00	7,448.00	885.85	.00	.00	7,847.74	(399.74)	105	7,425.12
4063	Workers' Compensation	215.00	.00	215.00	216.77	.00	.00	210.65	4.35	98	207.39
4064	Unemployt'nt Compensation	43.00	.00	43.00	.00	.00	.00	40.50	2.50	94	42.30
4101	Office Supplies	1,000.00	.00	1,000.00	.00	.00	.00	284.86	715.14	28	681.40
4116	Printing	500.00	.00	500.00	.00	.00	.00	.00	500.00	0	.00



Budget Performance Report

Fiscal Year to Date 09/30/16
 Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 099 - Economic Development Corporation										
EXPENSE										
Department 999 - Economic Development Corporation										
4117	Postage	500.00	.00	500.00	.00	.00	9.35	490.65	2	131.34
4118	Banking Expense	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	1,395.82
4125	Equipment	1,500.00	.00	1,500.00	.00	.00	237.48	1,262.52	16	124.83
4207	Machinery Maintenance	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
4220	Vehicle Allowances	3,600.00	.00	3,600.00	600.00	.00	3,900.00	(300.00)	108	3,600.00
4222	Special Services	5,819.00	(1,409.00)	4,410.00	.00	.00	2,865.59	1,544.41	65	5,307.27
4223	Periodicals	400.00	.00	400.00	.00	.00	.00	400.00	0	.00
4224	Advertising	2,000.00	.00	2,000.00	51.52	.00	1,742.28	257.72	87	435.44
4230	Electricity Expense	8,000.00	.00	8,000.00	574.50	.00	4,382.55	3,617.45	55	4,914.34
4231	Communications Expense	1,000.00	.00	1,000.00	.00	.00	389.06	610.94	39	431.47
4232	Dues	9,000.00	.00	9,000.00	.00	.00	3,585.00	5,415.00	40	26,117.00
4243	Legal Expense	8,000.00	.00	8,000.00	.00	.00	4,195.00	3,805.00	52	4,802.76
4247	Water Utility Expense	5,000.00	.00	5,000.00	105.72	.00	1,687.32	3,312.68	34	3,871.36
4250	Audit Expense	6,000.00	.00	6,000.00	.00	.00	5,610.00	390.00	94	5,610.00
4251	Consultant Expense	25,000.00	.00	25,000.00	2,300.00	.00	17,450.00	7,550.00	70	11,780.50
4252	Chapter 380 Economic Development Program Reimbursements	.00	123,653.00	123,653.00	35,315.99	.00	86,383.20	37,269.80	70	.00
4260	Conference & Training	10,000.00	.00	10,000.00	1,333.81	279.61	9,081.23	639.16	94	8,261.15
4270	EDC - City of Orange Staff Reimbursement	76,000.00	.00	76,000.00	.00	.00	76,000.00	.00	100	76,000.00
4330	EDC Economic Development Projects	50,000.00	.00	50,000.00	5,000.00	.00	40,000.00	10,000.00	80	.00
4331	EDC Capital Projects City of Orange	1,131,000.00	150,000.00	1,281,000.00	1,992.00	478,605.23	29,299.81	773,094.96	40	16,615.00
Department 999 - Economic Development Corporation Totals		\$1,490,733.00	\$273,653.00	\$1,764,386.00	\$61,999.68	\$478,884.84	\$433,157.46	\$852,343.70	52%	\$306,758.56
EXPENSE TOTALS		\$2,025,590.00	\$267,127.00	\$2,292,717.00	\$61,999.68	\$478,884.84	\$960,537.19	\$853,294.97	63%	\$839,864.81
Fund 099 - Economic Development Corporation Totals										
REVENUE TOTALS		1,316,622.00	.00	1,316,622.00	201,829.59	.00	1,380,629.11	(64,007.11)	105	1,313,325.53
EXPENSE TOTALS		2,025,590.00	267,127.00	2,292,717.00	61,999.68	478,884.84	960,537.19	853,294.97	63	839,864.81
Fund 099 - Economic Development Corporation Totals		(\$708,968.00)	(\$267,127.00)	(\$976,095.00)	\$139,829.91	(\$478,884.84)	\$420,091.92	(\$917,302.08)		\$473,460.72
Grand Totals										
REVENUE TOTALS		1,316,622.00	.00	1,316,622.00	201,829.59	.00	1,380,629.11	(64,007.11)	105	1,313,325.53
EXPENSE TOTALS		2,025,590.00	267,127.00	2,292,717.00	61,999.68	478,884.84	960,537.19	853,294.97	63	839,864.81
Grand Totals		(\$708,968.00)	(\$267,127.00)	(\$976,095.00)	\$139,829.91	(\$478,884.84)	\$420,091.92	(\$917,302.08)		\$473,460.72

Payment Register

From Payment Date: 7/1/2016 - To Payment Date: 9/30/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EDC Operating - EDC Operating Account									
Check									
3055	07/05/2016	Reconciled		07/31/2016	Accounts Payable	MANNIX MEDIA	\$15.00	\$15.00	\$0.00
3056	07/19/2016	Reconciled		07/31/2016	Accounts Payable	ENTERGY	\$280.44	\$280.44	\$0.00
3057	07/19/2016	Reconciled		07/31/2016	Accounts Payable	Griffith Moseley Johnson & Associates, Inc	\$250.00	\$250.00	\$0.00
3058	07/19/2016	Reconciled		08/31/2016	Accounts Payable	KIWANIS CLUB OF ORANGE	\$150.00	\$150.00	\$0.00
3059	07/21/2016	Reconciled		07/31/2016	Accounts Payable	CITY OF ORANGE	\$52.86	\$52.86	\$0.00
3060	07/29/2016	Reconciled		08/31/2016	Accounts Payable	CITY OF ORANGE EMPLOYEE BENEFIT TRUST	\$1,695.06	\$1,695.06	\$0.00
3061	07/29/2016	Reconciled		08/31/2016	Accounts Payable	TEXAS MUNICIPAL RETIREMNT SYST	\$1,947.28	\$1,947.28	\$0.00
3062	08/11/2016	Reconciled		08/31/2016	Accounts Payable	Culpepper Law Firm, PLLC	\$585.00	\$585.00	\$0.00
3063	08/11/2016	Reconciled		08/31/2016	Accounts Payable	GERMER PLLC	\$457.50	\$457.50	\$0.00
3064	08/11/2016	Reconciled		08/31/2016	Accounts Payable	ORANGE LEADER INC	\$48.80	\$48.80	\$0.00
3065	08/16/2016	Reconciled		08/31/2016	Accounts Payable	CITY OF ORANGE	\$851.06	\$851.06	\$0.00
3066	08/16/2016	Reconciled		08/31/2016	Accounts Payable	Griffith Moseley Johnson & Associates, Inc	\$700.00	\$700.00	\$0.00
3067	08/18/2016	Reconciled		08/31/2016	Accounts Payable	ENTERGY	\$317.89	\$317.89	\$0.00
3068	08/23/2016	Reconciled		09/30/2016	Accounts Payable	ORANGE LEADER INC	\$48.80	\$48.80	\$0.00
3069	08/29/2016	Reconciled		09/30/2016	Accounts Payable	ITEX HOMES, LLC	\$5,000.00	\$5,000.00	\$0.00
3070	08/30/2016	Reconciled		09/30/2016	Accounts Payable	VERIZON WIRELESS	\$64.89	\$64.89	\$0.00
3071	08/30/2016	Reconciled		08/31/2016	Accounts Payable	JAY TRAHAN	\$396.84	\$396.84	\$0.00
3072	08/31/2016	Reconciled		09/30/2016	Accounts Payable	CITY OF ORANGE EMPLOYEE BENEFIT TRUST	\$1,695.06	\$1,695.06	\$0.00
3073	08/31/2016	Reconciled		09/30/2016	Accounts Payable	TEXAS MUNICIPAL RETIREMNT SYST	\$1,947.28	\$1,947.28	\$0.00
3074	09/06/2016	Reconciled		09/30/2016	Accounts Payable	GERMER PLLC	\$67.50	\$67.50	\$0.00
3075	09/08/2016	Reconciled		09/30/2016	Accounts Payable	FREYS NURSERY AND LANDSCAPE	\$850.00	\$850.00	\$0.00
3076	09/13/2016	Reconciled		09/30/2016	Accounts Payable	INTERNATIONAL PAPER COMPANY	\$29,139.90	\$29,139.90	\$0.00
3077	09/13/2016	Reconciled		09/30/2016	Accounts Payable	ITEX HOMES, LLC	\$5,000.00	\$5,000.00	\$0.00
3078	09/20/2016	Reconciled		09/30/2016	Accounts Payable	CITY OF ORANGE	\$52.86	\$52.86	\$0.00
3079	09/22/2016	Open			Accounts Payable	ENTERGY	\$253.24		
3080	09/22/2016	Open			Accounts Payable	Griffith Moseley Johnson & Associates, Inc	\$1,100.00		
3081	09/26/2016	Reconciled		09/30/2016	Accounts Payable	CITY OF ORANGE EMPLOYEE BENEFIT TRUST	\$1,791.01	\$1,791.01	\$0.00
3082	09/26/2016	Open			Accounts Payable	TEXAS MUNICIPAL RETIREMNT SYST	\$1,947.28		
3083	09/27/2016	Open			Accounts Payable	CITY OF ORANGE	\$216.77		
3084	09/29/2016	Open			Accounts Payable	JAY TRAHAN	\$195.96		

Payment Register

From Payment Date: 7/1/2016 - To Payment Date: 9/30/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
30 Transactions									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$3,713.25	\$0.00
	Reconciled	25	\$53,405.03	\$53,405.03
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	30	\$57,118.28	\$53,405.03

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$3,713.25	\$0.00
	Reconciled	25	\$53,405.03	\$53,405.03
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	30	\$57,118.28	\$53,405.03

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$3,713.25	\$0.00
	Reconciled	25	\$53,405.03	\$53,405.03
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	30	\$57,118.28	\$53,405.03

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$3,713.25	\$0.00
	Reconciled	25	\$53,405.03	\$53,405.03
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	30	\$57,118.28	\$53,405.03

MOTION

Motion acknowledging receipt of the Orange Economic Development Corporation Investment Report for the quarter ending September 30, 2016.

Jimmy Sims, Mayor

Attest:

Patricia Anderson, City Secretary

November 8, 2016

**Orange Economic Development Corporation
Investment Report - Quarter Ended September 30, 2016**

CD	Original Purchase Cost	Accrued Book Value	Present Market Value	Maturity Value	Purchase Date	Maturity Date	Yield %	Earnings	Annualized Earnings	Term Days	Days to Maturity
	245,736.60	245,736.60	245,736.60	246,596.68	13-Aug-16	13-Aug-17	0.3500%	860.08	860.08	365	317
Total:	245,736.60	245,736.60	245,736.60	246,596.68			0.3500%	860.08	860.08	365	

Investment Activities 07/01/2016 - 09/30/2016	
Prior Balance	\$245,000.00
Investment Purchases	245,736.60
Investment Maturities	245,000.00
Ending Balance	\$245,736.60

	09/30/2016	06/30/2016	
Quarter Ending Information			
Investment Purchase Cost	\$245,736.60	\$245,000.00	
Accrued Book Value	\$245,736.60	\$245,000.00	
Present Market Value	\$245,736.60	\$245,000.00	
Maturity Value	\$246,596.68	\$245,735.00	
Earnings on Investments at Maturity	\$860.08	\$735.00	
Annualized Earnings	\$860.08	\$735.00	
Average Length to Maturity	365	365	
Average Rate of Return	0.3500%	0.3000%	
Quarterly Trust Fee	\$0.00	\$0.00	
Annualized Rate of Return - Net	0.350%	0.300%	
Cash Balance and CD's - EOQ	\$2,924,904.67	\$3,066,671.33	
Collateral Pledged (Market) - EOQ	\$2,754,951.12	\$3,007,266.29	
Quarterly Interest Earned on Checking	\$658.62	\$588.36	
Average Monthly Cash Balance	\$2,722,316.76	\$2,751,143.24	
Average Annualized Earnings on Checking	\$2,613.00	\$2,359.91	
Average Annualized Rate on Checking	0.0960%	0.0858%	
Annualized Rate of Return - Adj for Checking	0.1170%	0.1033%	
Type Breakdown:			
Treasury Bills	\$0.00	\$0.00	0.00%
Government Agencies	\$0.00	\$0.00	0.00%
Certificates of Deposit	\$245,736.60	\$245,000.00	100.00%
Issuer Breakdown:			
US Treasury Bills	\$0.00	\$0.00	0.00%
FHLDN	\$0.00	\$0.00	0.00%
FMDN	\$0.00	\$0.00	0.00%
Certificates of Deposit - First Financial Bank	\$245,736.60	\$245,000.00	100.00%
Maturity Breakdown:			
Less Than 90 Days	\$0.00	\$245,000.00	0.00%
90 to 180 Days	\$0.00	\$0.00	0.00%
181 to 365 Days	\$245,736.60	\$0.00	100.00%

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

Submitted by:

Cheryl Zeto
Cheryl Zeto, Director of Finance

Shawn Oubre, City Manager

Sherry J. Jackson
Sherry Jackson, Accounting Manager

MOTION

Motion accepting the resignation of Mr. Elgin Browning from the Zoning Board of Adjustment effective October 25, 2016.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

MEMORANDUM

To: Dr. Shawn Oubre Ph.D., City Manager
From: Kelvin Knauf, Director of Planning and Community Development
Subject: Resignation of Mr. Elgin Browning from the Zoning Board of Adjustment effective October 25, 2016
Date: October 26, 2016

Background

Attached is a copy of an email from Elgin Browning resigning from the Zoning Board of Adjustment due to work and travel demands. Mr. Browning had served on the Board since December 9, 2008.

Recommendation

I recommend that the City Council accept the resignation of Elgin Browning from the Zoning Board of Adjustment effective October 25, 2016.

Kelvin Knauf

From: Elgin Browning
Sent: Tuesday, October 25, 2016 3:00 PM
To: <jkrummel@orangetx.org>; Kelvin Knauf
Subject: Re: Zoning Board of Adjustments Special Call Meeting

October, 25, 2016

Mr. Knauf
Ms. Krummel,

Due to changing work travel demands, I wish to notify the City of my inability to continue serving as a member on the City of Orange Board of Adjustments.

I and my family take great pride in our service to the City of Orange, both as employees and supporters.

I will advise if my schedule changes to allow me to contribute in the future and I appreciate each of my fellow Board members time and efforts to make the City a better community.

Respectfully,
Chief Elgin H. Browning

On Thu, Oct 20, 2016 at 4:44 PM, Jennifer Krummel <jkrummel@orangetx.org> wrote:

A Zoning Board of Adjustments Special Call Meeting will be held on Thursday, October 27, 2016 @ 5:30 p.m., located at The Orange Public Library Auditorium (City Council Chambers), 220 N. Fifth Street, Orange, Texas.

Please see the attached agenda packet.

Please feel free to call our office if you have any questions.

Best Regards,

Jennifer Krummel

Planning Secretary

City of Orange

409-883-1070 fax 988-7407

--
Chief Elgin H. Browning, FPE, OSHP

MOTION

Motion canceling the November 22, 2016 and December 27, 2016 Regular City Council Meetings.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, City Secretary

November 8, 2016

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

October 26, 2016

To: Dr. Shawn Oubre, City Manager
From: James B. Wolf, Public Works Director
Re: Enterprise Leasing Program

We have met with Enterprise Leasing for the purpose of evaluating their proposed partnership with the City of Orange.

We discussed the objectives of the program furnished by Enterprise Leasing and they are listed as follows:

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of \$142,133 in ten (10) years.

- Shorten the current vehicle life cycle from 13 years to 5 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more that \$32,000 in cash flow based on the replacement of 5 vehicles in year 1
- Significantly reduce maintenance costs by running newer vehicles with less probability of more expensive repairs, stocking less parts, creating less downtime.
- Significantly reduce the overall fuel spend through more fuel efficient vehicles
- Increase employee morale and productivity with newer vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity

Based on vehicle information furnished by the City of Orange, Enterprise Leasing has provided the Fleet Planning Analysis for the City of Orange Water Utilities Department (Exhibit No.1). The Analysis was based on nineteen (19) vehicles being leased over a five (5) year cycle. The first (1) year lease would be for five (5) vehicles and cost \$26,327 dollars. Upon delivery of the leased vehicles the City would then auction five (5) old vehicles for approximately \$10,000. It is estimated that the difference between lease cost and surplus (resale) income over the first five years is \$208,562 or \$41,712 per year average. It is worth noting that the cost to purchase only two (2) vehicles in this year's budget is \$52,320. For informational purposes attached is the Open-End (Equity) Lease Rate Quote (Exhibit No. 2) and the Amendment to Master Equity Lease Agreement (Exhibit No. 3).

The Enterprise Leasing Program has the following existing partnerships:

- City of San Marcos
- City of Waxahachie
- City of La Marque
- City of Alvin
- City of Beaumont
- City of Pampa
- City of Nassau Bay
- City of Elgin
- Harris County
- Deer Park ISD
- Liberty ISD
- Blinn College

Enterprise Leasing has assured the City that all new vehicles will be either purchased from Sabine River Ford or dropped shipped through Sabine River Ford in order that the local dealer does not have to compete with the HGAC or Buy Board. This will ensure that every vehicle leased will be handled by Sabine River Ford and not an out of town dealership.

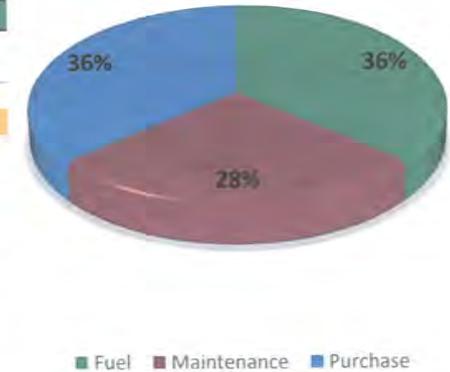
If you agree please place on the next Council agenda.

City of Orange-Water - Fleet Planning Analysis

Current Fleet	19	Fleet Growth	0.00%	Proposed Fleet	19
Current Cycle	13.00	Annual Miles	10,000	Proposed Cycle	5.00
Current Maint.	\$135.00	Insurance	\$0.00	Proposed Maint.	\$37.85
Fuel Info		MPG	10	Price/Gallon	\$2.15

Fleet Costs Analysis

Fiscal Year	Fleet Mix			Fleet Cost							Annual
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Estimated Surplus	Fuel	Fleet Budget	Net Cash
Average	19	1.5	19	0	40,567	0	30,780	0	40,850	112,197	0
'17	19	5	14	5	0	26,327	24,951	-10,000	38,700	79,978	32,219
'18	19	5	9	10	0	51,898	19,122	-15,000	36,550	92,570	19,626
'19	19	3	6	13	0	67,393	15,624	-12,000	35,260	106,278	5,919
'20	19	3	3	16	0	84,395	12,127	-15,000	33,970	115,492	-3,296
'21	19	3	0	19	0	48,549	8,630	-18,000	32,680	71,859	40,338
'22	19	5	0	19	0	52,855	8,630	0	32,680	94,164	18,032
'23	19	5	0	19	0	70,182	8,630	0	32,680	111,492	705
'24	19	3	0	19	0	64,531	8,630	0	32,680	105,841	6,356
'25	19	3	0	19	0	70,989	8,630	0	32,680	112,299	-103
'26	19	3	0	19	0	48,549	8,630	0	32,680	89,859	22,338
10 Year Savings											\$142,133



Key Objectives

- **Lower average age of the fleet**
 - 45% of the current light and medium duty fleet is over 10 years old
 - Resale of the aging fleet is significantly reduced
- **Reduce operating costs**
 - Newer vehicles have a significantly lower maintenance expense
 - Newer vehicles have increased fuel efficiency with new technology implementations
- **Maintain a manageable vehicle budget**
 - Challenged by inconsistent yearly budgets
 - Currently vehicle budget is underfunded

EXHIBIT NO. 1



Open-End (Equity) Lease Rate Quote

Quote No: 3334175

Prepared For: City of Orange

Date 10/13/2016
AE/AM MMX

Unit #
 Year 2016 Make Ford Model F-150
 Series XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB
 Vehicle Order Type In-Stock Term 60 State TX Customer# 568950

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

\$ 25,427.00 Capitalized Price of Vehicle¹
 \$ 1,589.19 * License and Certain Other Charges State TX
 \$ 158.50 * Initial License Fee
 \$ 0.00 Registration Fee
 \$ 0.00 Other: (See Page 2)
 \$ 0.00 Capitalized Price Reduction
 \$ 0.00 * Tax on Capitalized Price Reduction
 \$ 0.00 Gain Applied From Prior Unit
 \$ 0.00 * Tax on Gain On Prior
 \$ 0.00 * Security Deposit
 \$ 0.00 Extended Service Contract

Order Information

Driver Name
 Exterior Color (0 P) Oxford White
 Interior Color (0 I) Medium Earth Gray w/Vinyl 40/20/40 Fron
 Lic. Plate Type Unknown
 GVWR 0

\$ 25,427.00 Total Capitalized Amount (Delivered Price)
 \$ 317.84 Depreciation Reserve @ 1.2500%
 \$ 85.47 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 403.31 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
 Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0
 Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 403.31 Total Monthly Rental Including Additional Services

\$ 6,356.60 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Orange

BY	TITLE	DATE
----	-------	------

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

EXHIBIT NO. 2



Open-End (Equity) Lease Rate Quote

Quote No: 3334175

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 125.00



Open-End (Equity) Lease Rate Quote

Quote No: 3334175

VEHICLE INFORMATION:

2016 Ford F-150 XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB - US
 Series ID: X1C

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 29,070.00	\$ 30,600.00
Total Options	\$ 2,997.00	\$ 3,255.00
Destination Charge	\$ 1,195.00	\$ 1,195.00
Total Price	\$ 33,262.00	\$ 35,050.00

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White
 Interior: AG - (0 I) Medium Earth Gray w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Base	NC	NC
145WB	145" Wheelbase	STD	STD
446	Transmission: Electronic 6-Speed Automatic	Included	Included
535ATC	Auxiliary Transmission Oil Cooler	Included	Included
53ABAR	Upgraded Front Stabilizer Bar	Included	Included
53A__	Trailer Tow Package (Fleet)	\$ 456.00	\$ 495.00
53B	Class IV Trailer Hitch Receiver	Included	Included
61X91K	MyKey	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
85A	XL Power Equipment Group	\$ 617.00	\$ 670.00
85AGTE	Power Tailgate Lock	Included	Included
85AILL	Illuminated Entry	Included	Included
85AMIR	Power Glass Sideview Mirrors w/Black Skull Caps	Included	Included
85APAL	Perimeter Alarm	Included	Included
85APLK	Power Door Locks	Included	Included
85APWN	Power Front & Rear Windows	Included	Included
96W	Spray-In Bedliner (Pre-Installed)	\$ 456.00	\$ 495.00
99F	Engine: 5.0L V8 FFV	\$ 1,468.00	\$ 1,595.00
A	Vinyl 40/20/40 Front Seat	NC	NC
AG_02	(0 I) Medium Earth Gray w/Vinyl 40/20/40 Front Seat	NC	NC
NONGV2	GVWR: 6,900 lbs Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: P245/70R17 BSW A/S	Included	Included
X27	3.31 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front and rear cupholders
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning

Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Ignition Disable: SecuriLock immobilizer

Security System: security system

Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of November, 2016 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of November, 2016 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Orange ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(a) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

Section 3(d) of the Master Equity Lease Agreement is deleted in its entirety and replaced with the following in lieu thereof:

A security deposit will not be required.

Section 3(e) of the Master Equity Lease Agreement is deleted in its entirety and replaced with the following in lieu thereof:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest in accordance with Section 2251.025 of the Texas Government Code.

Section 3(g) of the Master Equity Lease Agreement is amended to add the following additional paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle. Nothing contained within this Agreement will waive the rights of the Lessee to file a claim.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place as mutually agreed upon by Lessor and Lessee and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

EXHIBIT NO. 3

Section 5 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and non-exempt taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

Section 12 of the Master Equity Lease Agreement is deleted in its entirety and replaced with the following in lieu thereof:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) upon prior written notice, during regular business hours, and with a City's representative during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14(a) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for twenty (20) days;

Section 14 second paragraph of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles when accompanied by the designated City representative; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent required under Section 2251 of the Texas Government Code or other applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable Texas law or in equity.

A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any responsibilities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Section 15 first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason, provided, however, that no such assignment, pledge or transfer shall relieve Lessor or Servicer from any of their obligations under this Agreement. In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle. Nothing contained within this Agreement will waive the rights of the Lessee to file any claim.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles). The venue and jurisdiction of all disputes shall lie exclusively in Orange County, Texas.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the City. The parties further agree that should the City fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of November, 2016.

City of Orange (Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

October 25, 2016

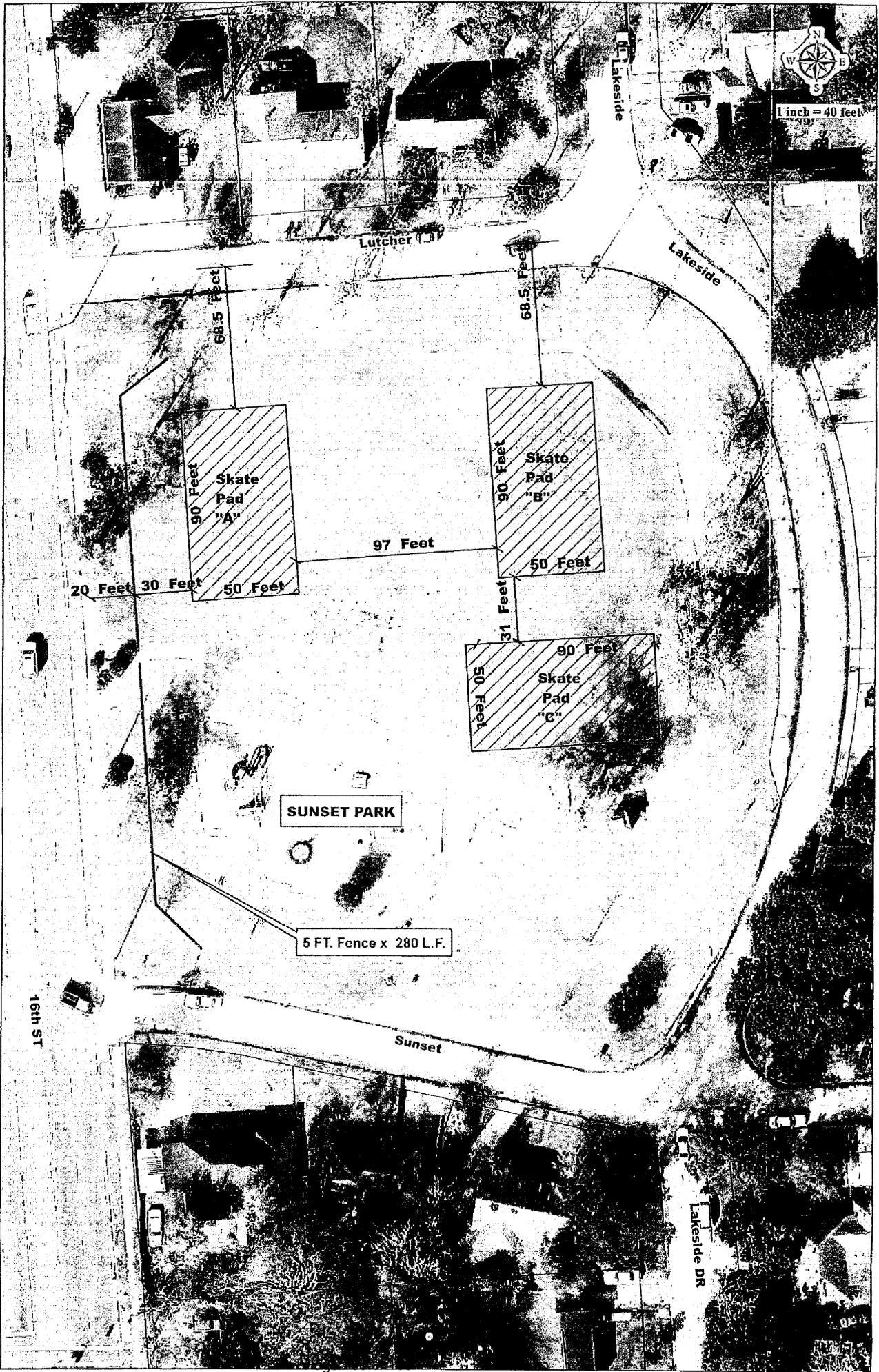
To: Dr. Shawn Oubre, City Manager
From: James B. Wolf, Public Works Director
Re: Skate Pad Placement
Sunset Park

Please see attached aerial of the proposed locations “A”, “B” and “C” of the skate pad to be placed at Sunset Park. The staff proposes the “A” location nearest to 16th Street because of it’s visibility while leaving a large area for families and sports, such as football or soccer.

At this time we request Council to make a selection where they would want us to place the skate pad.



1 inch = 40 feet



Lutcher

Lakeside

Lakeside

16th ST

SUNSET PARK

5 FT. Fence x 280 L.F.

Sunset

Lakeside DR