

ORANGE ECONOMIC DEVELOPMENT CORPORATION AGENDA

City Council Chambers (Library Auditorium)
220 N. Fifth Street
Orange, Texas

REGULAR MEETING

February 10, 2026

8:00 a.m.

1. CALL TO ORDER

President Manning

2. 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 resolutions on this agenda and that the reading of such items be confined to the caption of the resolutions.

1 Directors

3. CITIZEN COMMENTS

At this time comments will be taken from the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum three minutes for each speaker. Your comments are appreciated. As the Texas Open Meetings Act does not allow the Corporation to respond to items not listed on the agenda, your comments will be duly noted by the Corporation and forwarded to the appropriate department for prompt consideration. A member of the audience that desires to speak during the EDC's consideration of any specific agenda item is requested to notify City staff prior to the start of the meeting.

4. APPROVAL OF MINUTES

- a) January 13, 2026 Orange Economic Development Corporation Meeting Minutes.

5 Directors

5. DISCUSSION/ACTION

- a) Consider a Motion acknowledging receipt of the Orange Economic Development Corporation Financial Report for the quarter ending December 31, 2025.
- b) Consider a Motion acknowledging receipt of the Orange Economic Development Corporation Investment Report for the quarter ending December 31, 2025.

9 C. Zeto

18 C. Zeto

c) Consider a Motion to approve an EDC Infrastructure Grant Agreement with H-E-B, LP, 646 S. Flores Street, San Antonio, Texas 78204 for eligible infrastructure improvements at the new project site located at the intersection of Hwy 87 N/16th Street and Interstate 10W (aka Northway Retail Center) in the City of Orange in an amount not to exceed \$1,500,000 for the purpose of economic development.

20 J. Trahan

d) Consider a Motion to approve an EDC Chapter 380 Sales Tax Rebate Agreement with H-E-B, LP, 646 S. Flores Street, San Antonio, Texas 78204 concerning the new H-E-B project site located at the intersection of Hwy 87 N/16th Street and Interstate 10W (aka Northway Retail Center) in the City of Orange at 33% of the 1.5% (or the .5% EDC Sales Tax) generated at the site for a period of ten (10) years for the purpose of economic development.

33 J. Trahan

e) Orange Economic Development Projects Update

J. Trahan

6. REPORTS FROM DIRECTORS

Directors

7. ADJOURN TO CLOSED EXECUTIVE SESSION

a) Deliberation regarding Economic Development Negotiations as authorized by Section 551 of the Texas Government Code:

(1) Deliberation regarding real estate development project proposal as authorized by Section 551.087 of the Texas Government Code - Project Capstone update.

Directors

8. RECONVENE IN OPEN SESSION

a) Take action as necessary regarding Items 7 a (1).

Directors

9. ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, Orange Economic Development Corporation (EDC) determines that a Closed Executive Session of the EDC is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the EDC will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Texas Penal Code 30.06:

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

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

Texas Penal Code 30.07:

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

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

No Firearms Allowed

No se permite ninguna armas de fuego

CITIZEN COMMENTS

There were no citizen comments.

APPROVAL OF MINUTES

Director Mortimer moved to approve the minutes of the December 9, 2025 Orange Economic Development Corporation Meeting. Second to the motion was made by Treasurer Yu, which carried unanimously.

PUBLIC HEARINGS

CONDUCT A PUBLIC HEARING FOR THE PURPOSE OF RECEIVING COMMENTS REGARDING FINANCIAL INCENTIVES RELATED TO INFRASTRUCTURE IMPROVEMENTS WITH LAVA JAVA, LLC., 2402 16TH STREET, ORANGE, TEXAS 77630, IN AN AMOUNT NOT TO EXCEED \$25,000 FOR THE PURPOSE OF ECONOMIC DEVELOPMENT.

Public Hearing began at 8:02 a.m.

Mr. Trahan gave a brief overview of the project, advising it is a \$265,000 capital investment with a \$25,000 EDC incentive.

Heath and Kamie Sheppard, owners of Lava Java, LLC, advised demolition of the site will be completed today and they have applied for a variance to the setback. Mr. Sheppard advised they have received positive feedback from the community.

Director Spears advised he is happy to see the progress of cleaning up the 16th Street area and encourages others to follow suit.

Public Hearing ended at 8:10 a.m.

DISCUSSION/ACTION

MOTION OF INTENT TO APPROVE AN EDC INCENTIVE WITH LAVA JAVA, LLC., 2402 16TH STREET, ORANGE, TEXAS 77630 FOR ELIGIBLE INFRASTRUCTURE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$25,000 FOR THE PURPOSE OF ECONOMIC DEVELOPMENT.

Director Mortimer moved to approve the motion. Second to the motion was made by Director Stark, which carried unanimously.

REPORTS FROM DIRECTORS

Director Mortimer, Director Spears and Secretary Broussard wished everyone a "Happy New Year".

Director Mortimer advised he is looking forward to an incredible year.

Treasurer Yu advised he is happy to start the new year off with a small investor in the community.

Director Stark advised he is excited for the new year.

Vice-President McKenna advised the City had several members who received awards from the Greater Orange Area Chamber of Commerce and applauded the following individuals:

- Alison Clary - Next Generation Orange County Spotlight Award
- Rita Monson - Non-Profit Business of the Year Award
- Mayor Pro-Tem Brad Childs - Citizen of the Year Award

ADJOURN TO CLOSED EXECUTIVE SESSION

7. a) Deliberation Regarding Economic Development Negotiations as authorized by Section 551 of the Texas Government Code:

- (1) Deliberation regarding real estate development project proposal as authorized by Section 551.087 of the Texas Government Code - Project Capstone Update.
- (2) Deliberation regarding real estate development project proposal as authorized by Section 551.087 of the Texas Government Code - Project Northwest Update.
- (3) Deliberation regarding real estate development project proposal as authorized by Section 551.087 of the Texas Government Code.

The Economic Development Corporation met in a closed executive session at 8:15 a.m.

RECONVENE IN OPEN SESSION

The Economic Development Corporation reconvened in open session at 8:44 a.m.

There was no action taken for Items 7 a (1), 7 a (2) and 7 a (3).

ADJOURNMENT

There being no further business before the Corporation, Director Spears moved to adjourn the meeting. Second to the motion was made by Director Mortimer which carried unanimously.

The meeting adjourned at 8:44 a.m.

Kimberly Manning, President

ATTEST:

Reginald Broussard, Jr., Secretary

MOTION

Motion acknowledging receipt of the Orange Economic Development Corporation Financial Report for the quarter ending December 31, 2025.

Kimberly Manning, President

ATTEST:

Reginald Broussard, Secretary

February 10, 2026

Orange Economic Development Corporation
Financial Summary Report
As of December 31, 2025

<u>As of 12-31-25</u>	
Revenue Collected (fiscal year to date)	232,772.35
Expenditures (fiscal year to date)	(299,235.62)
Debt Service Payments (fiscal year to date)	-
Excess of Revenue over Expenditures	<u>\$ (66,463.27)</u>
Working Capital (Current assets - Current Liabilities)	\$ 5,994,096.35
Debt Service (due within one year)	<u>(444,450.00)</u>
Available Resources	\$ 5,549,646.35
Assigned to Projects (see project schedule)	(5,461,194.28)
Reserve	-
Unassigned, Available Resources	<u>\$ 88,452.07</u>

Economic Development Corporation
Project Status List as of December 31, 2025

Project Name	Date Approved	Budget Amount	Prior Year Expenditures & Adjustments	FY 2026 Current Year Expenditures	Adjustment/ Forfeiture	Outstanding Project Balance	Project Status
Alfred Benesch & Company - UPRR quiet road extension	2/23/2021	30,000.00	(23,403.12)	(402.60)		6,194.28	active
Childs Mfg. & Building Supply, Inc	10/12/2021	300,000.00				300,000.00	active
Shoppes of Orange	6/28/2022	200,000.00		(200,000.00)		0.00	closed
SAFNX MOB Orange, LLC (formerly NexCore Christus Hospital)	1/14/2025	50,000.00		(46,222.75)	(3,777.25)	0.00	closed
Regan Holdings, LLC (Red Gator Rentals)	12/10/2024	120,000.00				120,000.00	active
Newton Core, LLC (Bowling Village Apartments)	1/14/2025	120,000.00				120,000.00	active
Childs Mfg. & Building Supply, Inc- addtl cost for curb cut	1/28/2025	50,000.00				50,000.00	active
USG Paper, LLC - year one	1/28/2025	200,000.00				200,000.00	active
USG Paper, LLC - year two	1/28/2025	200,000.00				200,000.00	active
BCS Orange 7B, LLC - 7 Brew	6/24/2025	350,000.00				350,000.00	active
Texas Vending Solutions	2/25/2025	7,500.00		(5,830.34)	(1,669.66)	0.00	closed
Bayou Café	6/10/2025	90,000.00		(90,000.00)		0.00	closed
Project CapStone - Retail Center	7/22/2025	2,000,000.00				2,000,000.00	active
Gloria Drive - Partial road Rehabilitation	8/12/2025	150,000.00				150,000.00	active
H-E-B Project at IH-10 and Hwy 87	8/26/2025	1,500,000.00				1,500,000.00	active
Gulf States Industries, LLC (STS Industrial)	12/9/2025	200,000.00				200,000.00	active
Cypresswood FlexPark, LP	12/9/2025	200,000.00				200,000.00	active
Newton Core, LLC (910 12th Street)	12/9/2025	40,000.00				40,000.00	active
Lava Java, LLC		25,000.00				25,000.00	active
Reserved for HEB project (Sept 2023)	FY/2023	75,039.79					
Reserved for HEB project (Oct 2023- Sept 2024)	FY/2024	625,331.56					
Reserved for HEB project (Oct 2024- Sept 2025)	FY/2025	628,077.60					
Reserved for HEB project (Oct 2025- Sept 2026)	FY/2026	44,543.30					
		1,372,992.25					
Totals		5,832,500.00	(23,403.12)	(342,455.69)	(5,446.91)	5,461,194.28	



Trial Balance Listing
 Through 12/31/25
 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						
ASSETS						
1108.004	Cash - Wells Fargo Debt Service Series 2016 EDC	.00		.00		15,411.35
1108.021	Cash - Wells Fargo EDC 2021 Ref. Bond &S	101,508.16	32,259.33	.00	133,767.49	170,094.52
1112.001	Cash - Wells Fargo EDC	5,352,760.67	611,284.83	5,754,391.58	4,983,241.48	
1119.002	Cash - First Financial Bank EDC	10.00		.00	685.00	10.00
1126.001	Investments	250,000.00		250,000.00		
1135.001	Accounts Receivable	.00		.00		
1150.001	Due from Others	7,973.78	.00	7,973.78	.00	.00
1166.001	Prepays	402,798.03	.00	402,798.03	.00	.00
1170.030	Accumulated Depreciation - Pavilion	60,142.36	.00	60,142.36	.00	72,500.00
1170.031	Accumulated Depreciation - Landscaping, Irrigation, Drives	(624,366.22)	.00	(624,366.22)	.00	(573,729.92)
1170.032	Accumulated Depreciation - Boardwalk	(404,625.28)	.00	(404,625.28)	.00	(402,845.28)
1170.033	Accumulated Depreciation - Restroom Building	(2,532,780.24)	.00	(2,532,780.24)	.00	(2,327,419.68)
1170.034	Accumulated Depreciation - Leasehold Improvements	(69,682.77)	.00	(69,682.77)	.00	(61,221.94)
1175.001	Land	(9,303.18)	.00	(9,303.18)	.00	(4,496.42)
1175.002	Construction in Progress	871,059.00	.00	871,059.00	.00	
1175.030	Pavilion	23,403.12	.00	23,403.12	.00	365,689.34
1175.031	Landscaping, Irrigation, Drives	1,012,726.00	.00	1,012,726.00	.00	1,012,726.00
1175.032	Boardwalk, Bank Stabilization	404,765.28	.00	404,765.28	.00	404,765.28
1175.033	Restroom Building	6,160,816.66	.00	6,160,816.66	.00	6,160,816.66
1175.034	Leasehold Improvements	169,216.69	.00	169,216.69	.00	169,216.69
	ASSETS TOTALS	38,206.74	.00	38,206.74	.00	18,853.80
		\$11,214,628.80	\$644,219.16	\$623,068.09	\$11,124,680.88	
					\$11,235,779.87	
	LIABILITIES AND FUND EQUITY					
	LIABILITIES					
2201.001	Accounts Payable	(62,382.88)	289,577.62	367,194.74	(140,000.00)	(767.56)
2206.001	Retainage Payable	.00	.00	.00	.00	(34,891.29)
2208.001	Salaries Payable	(7,737.12)	52,837.74	62,834.96	(17,734.34)	
2220.001	Interest Payable	(17,845.11)	.00	.00	(17,845.11)	
2265.015	Compensated Absenses - Current Portion	(23,241.41)	.00	.00	(23,241.41)	(20,413.04)
2266.060	Bonds Payable - EDC Series 2021 Refunding Bonds	(2,370,000.00)	.00	.00	(2,370,000.00)	(23,580.55)
2266.061	Bonds Payable (Current Portion) -EDC 2021 Refunding Bonds	(335,000.00)	.00	.00	(335,000.00)	(2,720,000.00)
2266.062	Bonds Payable - EDC Series 2021 Refunding Bonds- Premium	(410,314.31)	.00	.00	(410,314.31)	(468,930.59)
2266.063	Deferred Loss of EDC 2021 Ref. Bond Issue	18,646.92	.00	.00	18,646.92	21,310.78
2269.001	Compensated Absenses Payable	(3,426.86)	.00	.00	(3,426.86)	(3,476.87)
	LIABILITIES TOTALS	(\$3,211,300.77)	\$342,415.36	\$430,029.70	(\$3,293,915.11)	(\$3,550,749.12)
2297.001	FUND EQUITY	(1,942,768.41)	.00	.00	(1,942,768.41)	(2,165,803.72)
	Invested in Capital Assets Net of Related Debt					



Trial Balance Listing
Through 12/31/25
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						
229.003	FUND EQUITY					
2298.001	Restricted for Debt Service	(83,663.05)	.00	.00	(83,663.05)	(69,795.21)
2298.001	Net Assets	(5,976,896.57)	.00	.00	(5,976,896.57)	(5,393,339.09)
	FUND EQUITY TOTALS	(\$8,003,328.03)	\$0.00	\$0.00	(\$8,003,328.03)	(\$7,628,938.04)
	LIABILITIES AND FUND EQUITY TOTALS	(\$11,214,628.80)	\$342,415.36	\$430,029.70	(\$11,302,243.14)	(\$11,179,687.16)
REVENUES						
3102	Department 000 - Revenue					
3141	Sales Tax	.00	.00	.00	178,173.21	(181,795.42)
3219	Interest Earned	.00	.00	.00	54,439.81	(54,439.81)
3221	Interest Earnings EDC 2016 Tax Revenue	.00	.00	.00	.00	(24.50)
	Refunding Bonds					
	Interest Earnings- EDC 2021 Ref. Bond I&S	.00	.00	.00	159.33	(159.33)
	Department 000 - Revenue Totals	\$0.00	\$0.00	\$0.00	\$232,772.35	(\$232,772.35)
	REVENUES TOTALS	\$0.00	\$0.00	\$0.00	\$232,772.35	(\$236,813.92)
EXPENSES						
4010	Department 999 - Economic Development Corporation					
4060	Salaries & Wages	.00	.00	.00	60,434.96	60,434.96
4061	Retirement Contributions	.00	13,481.36	1,156.47	12,324.89	47,175.36
4062	Group Insurance	.00	10,569.44	.00	10,569.44	9,886.89
4101	Social Security Contr.	.00	5,226.73	482.18	4,744.55	9,359.52
4220	Office Supplies	.00	71.31	.00	71.31	3,797.43
4224	Vehicle Allowances	.00	2,400.00	.00	2,400.00	2,100.00
4230	Advertising	.00	.00	.00	.00	148.20
4231	Electricity Expense	.00	1,539.11	.00	1,539.11	1,117.21
4232	Communications Expense	.00	44.92	.00	44.92	.00
4243	Dues	.00	5,385.00	.00	5,385.00	5,560.00
4247	Legal Expense	.00	7,755.30	.00	7,755.30	3,852.72
4260	Water Utility Expense	.00	186.34	.00	186.34	121.80
4331	Conference & Training	.00	1,999.11	675.00	1,324.11	2,894.42
	EDC Capital Projects City of Orange	.00	342,455.69	150,000.00	192,455.69	205,509.25
	Department 999 - Economic Development Corporation Totals	\$0.00	\$451,549.27	\$152,313.65	\$299,235.62	\$291,820.20
	EXPENSES TOTALS	\$0.00	\$451,549.27	\$152,313.65	\$299,235.62	\$291,820.20
Fund 099 - Economic Development Corporation Totals		\$0.00	\$1,438,183.79	\$1,438,183.79	\$0.00	\$0.00
	Grand Totals	\$0.00	\$1,438,183.79	\$1,438,183.79	\$0.00	\$0.00



Budget Performance Report

Fiscal Year to Date 12/31/25
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
REVENUE										
Fund 099 - Economic Development Corporation										
3102	Sales Tax	2,450,000.00	.00	2,450,000.00	178,173.21	.00	178,173.21	2,271,826.79	7	2,475,487.92
3141	Interest Earned	180,000.00	.00	180,000.00	17,112.22	.00	54,439.81	125,560.19	30	227,714.46
3219	Interest Earnings EDC 2016 Tax Revenue Refunding Bonds	.00	.00	.00	.00	.00	.00	.00	+++	45.87
3221	Interest Earnings- EDC 2021 Ref. Bond I&S	800.00	.00	800.00	54.52	.00	159.33	640.67	20	1,254.02
3391	Donations & Reimbursements	16,100.00	.00	16,100.00	.00	.00	.00	16,100.00	0	18,350.00
Department	000 - Revenue Totals	\$2,646,900.00	\$0.00	\$2,646,900.00	\$195,339.95	\$0.00	\$232,772.35	\$2,414,127.65	9%	\$2,722,862.27
REVENUE TOTALS		\$2,646,900.00	\$0.00	\$2,646,900.00	\$195,339.95	\$0.00	\$232,772.35	\$2,414,127.65	9%	\$2,722,862.27
EXPENSE										
4673	Amortization Expense of Bond Premium	.00	.00	.00	.00	.00	.00	.00	.00	(55,952.42)
Department	990 - Non Budgeted	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	(\$55,952.42)
4653	Department 998 - EDC - Debt Service									
4558	Interest Expense-EDC Series 2021 Refunding Bonds	109,450.00	.00	109,450.00	.00	.00	.00	109,450.00	0	122,632.07
4663	Bonds Paid-EDC Series 2021 Refunding Bonds	335,000.00	.00	335,000.00	.00	.00	.00	335,000.00	0	.00
Service Fees-EDC Series 2021 Refunding Bonds		500.00	.00	500.00	.00	.00	.00	500.00	0	350.00
Department	998 - EDC - Debt Service Totals	\$444,950.00	\$0.00	\$444,950.00	\$0.00	\$0.00	\$0.00	\$444,950.00	0%	\$122,982.07
4010	Department 999 - Economic Development Corporation									
4060	Salaries & Wages	249,884.00	.00	249,884.00	28,757.92	.00	60,434.96	189,449.04	24	230,558.54
4061	Retirement Contributions	48,834.00	.00	48,834.00	5,776.04	.00	12,324.89	36,509.11	25	46,993.77
4062	Group Insurance	31,710.00	.00	31,710.00	2,642.36	.00	10,569.44	21,140.56	33	27,744.96
4064	Social Security Contr.	19,881.00	.00	19,881.00	2,187.77	.00	4,744.55	15,136.45	24	18,525.83
4101	Unemployment Compensation	126.00	.00	126.00	.00	.00	.00	126.00	0	45.00
4117	Office Supplies	750.00	.00	750.00	2.99	.00	71.31	678.69	10	1,067.04
4125	Postage	100.00	.00	100.00	.00	.00	.00	100.00	0	11.95
4140	Equipment	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	1,086.05
4220	Donation to principal City	9,600.00	.00	9,600.00	800.00	.00	.00	.00	+++	565,592.00
4221	Vehicle Allowances	.00	.00	.00	.00	.00	2,400.00	7,200.00	25	8,400.00
4222	Rentals	.00	.00	.00	.00	.00	.00	.00	+++	15,000.00
4224	Special Services	2,000.00	.00	2,000.00	.00	.00	5,385.00	4,615.00	.00	.00
4230	Advertising	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	1,030.20
4231	Electricity Expense	8,000.00	.00	8,000.00	389.57	4,667.33	1,539.11	1,793.56	78	4,777.38
4232	Communications Expense	1,000.00	.00	1,000.00	.00	(2.99)	44.92	958.07	4	8.97
4243	Dues	10,000.00	.00	10,000.00	.00	.00	7,755.30	27,244.70	22	27,297.72
4247	Legal Expense	35,000.00	.00	35,000.00	1,237.50	.00	186.34	1,813.66	9	669.90
4250	Water-Utility Expense	2,000.00	.00	2,000.00	62.72	.00	.00	10,000.00	0	9,880.00
4251	Audit Expense	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00



Budget Performance Report

Fiscal Year to Date 12/31/25
Include Rollup Account and Rollup to Account

ORANGE
T E X A S

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Recd	Prior Year Total
Fund 099 - Economic Development Corporation										
EXPENSE										
4260	Department 999 - Economic Development Corporation	10,000.00	.00	10,000.00	39.27	.00	1,324.11	8,675.89	13	6,538.87
4270	Conference & Training	185,000.00	.00	185,000.00	.00	.00	.00	185,000.00	0	135,000.00
4328	City of Orange Staff Reimbursement	150,000.00	.00	150,000.00	.00	.00	.00	150,000.00	0	.00
4330	Other Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	901,000.00
4331	EDC Economic Development Projects	3,000,000.00	.00	3,000,000.00	290,000.00	155,791.68	192,455.69	2,651,752.63	12	.00
4590	EDC Capital Projects City of Orange	3,000,000.00	.00	3,000,000.00	.00	.00	.00	.00	+++	271,044.45
	Depreciation - Buildings EDC	.00	.00	.00	.00	.00	.00	.00		
	Department 999 - Economic Development Corporation	\$3,786,885.00	\$0.00	\$3,786,885.00	\$331,896.14	\$160,456.02	\$299,235.62	\$3,327,193.36	12%	\$2,281,442.63
	Totals	\$4,231,835.00	\$0.00	\$4,231,835.00	\$331,896.14	\$160,456.02	\$299,235.62	\$3,772,143.36	11%	\$2,348,472.88
	EXPENSE TOTALS	\$4,231,835.00	\$0.00	\$4,231,835.00	\$331,896.14	\$160,456.02	\$299,235.62	\$3,772,143.36	11%	\$2,348,472.88
	Fund 099 - Economic Development Corporation Totals	REVENUE TOTALS	2,646,900.00	.00	2,646,900.00	195,339.95	.00	232,772.35	2,414,127.65	9%
	EXPENSE TOTALS	4,231,835.00	.00	4,231,835.00	331,896.14	160,456.02	299,235.62	3,772,143.36	11%	2,348,472.28
	Fund 099 - Economic Development Corporation Totals	(\$1,584,935.00)	\$0.00	(\$1,584,935.00)	(\$136,556.19)	(\$160,456.02)	(\$66,463.27)	(\$1,358,015.71)		\$374,389.99
	Grand Totals									
	REVENUE TOTALS	2,646,900.00	.00	2,646,900.00	195,339.95	.00	232,772.35	2,414,127.65	9%	2,722,862.27
	EXPENSE TOTALS	4,231,835.00	.00	4,231,835.00	331,896.14	160,456.02	299,235.62	3,772,143.36	11%	2,348,472.28
	Grand Totals	(\$1,584,935.00)	\$0.00	(\$1,584,935.00)	(\$136,556.19)	(\$160,456.02)	(\$66,463.27)	(\$1,358,015.71)		\$374,389.99

Payment Register

From Payment Date: 10/1/2025 - To Payment Date: 12/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EDC Operating - EDC Operating Account									
Check	10/09/2025	Reconciled		10/23/2025	Accounts Payable	GERMER PLLC	\$3,822.50	\$3,822.50	\$0.00
4064	10/16/2025	Reconciled		10/31/2025	Accounts Payable	CITY OF ORANGE	\$60.90	\$60.90	\$0.00
4065	10/16/2025	Reconciled		11/03/2025	Accounts Payable	ENTERGY	\$83.83	\$83.83	\$0.00
4066	10/23/2025	Reconciled		11/05/2025	Accounts Payable	NexCore Companies LLC	\$46,222.75	\$46,222.75	\$0.00
4068	10/23/2025	Reconciled		11/19/2025	Accounts Payable	ORANGE COUNTY ECONOMIC DEVELOPMENT CORPORATION	\$5,000.00	\$5,000.00	\$0.00
4069	10/23/2025	Reconciled							
4070	10/23/2025	Reconciled		10/31/2025	Accounts Payable	T Johnson Industries, Inc.	\$54,470.00	\$54,470.00	\$0.00
4071	10/30/2025	Reconciled		11/06/2025	Accounts Payable	CITY OF ORANGE EMPLOYEE BENEFIT TRUST	\$3,207.78	\$3,207.78	\$0.00
4072	10/30/2025	Reconciled		11/10/2025	Accounts Payable	ENTERGY	\$594.24	\$594.24	\$0.00
4073	10/30/2025	Reconciled		11/12/2025	Accounts Payable	GERMER PLLC	\$3,482.50	\$3,482.50	\$0.00
4074	11/13/2025	Reconciled		11/20/2025	Accounts Payable	CITY OF ORANGE	\$62.72	\$62.72	\$0.00
4075	11/13/2025	Reconciled		11/18/2025	Accounts Payable	JAY TRAHAN	\$647.00	\$647.00	\$0.00
4078	11/20/2025	Reconciled		12/01/2025	Accounts Payable	ENTERGY	\$413.31	\$413.31	\$0.00
4080	11/26/2025	Reconciled		12/09/2025	Accounts Payable	AT&T Mobility	\$46.70	\$46.70	\$0.00
4081	11/26/2025	Reconciled		12/05/2025	Accounts Payable	GERMER PLLC	\$6,517.80	\$6,517.80	\$0.00
4082	12/15/2025	Reconciled		12/23/2025	Accounts Payable	BENEFIT TRUST	\$3,207.78	\$3,207.78	\$0.00
4083	12/31/2025	Open			Accounts Payable	CITY OF ORANGE EMPLOYEE BENEFIT TRUST	\$3,207.78	\$3,207.78	\$0.00
4084	12/18/2025	Reconciled		12/29/2025	Accounts Payable	ENTERGY	\$389.57	\$389.57	\$0.00
4085	12/18/2025	Reconciled		12/29/2025	Accounts Payable	GERMER PLLC	\$1,237.50	\$1,237.50	\$0.00
4086	12/18/2025	Open			Accounts Payable	UNION PACIFIC RAILROAD COMPANY	\$402.60	\$402.60	\$0.00

Payment Register

City of Orange, TX

From Payment Date: 10/1/2025 - To Payment Date: 12/31/2025

MOTION

Motion acknowledging receipt of the Orange Economic Development Corporation Investment Report for the quarter ending December 31, 2025.

Kimberly Manning, President

ATTEST:

Reginald Broussard, Secretary

February 10, 2026

Orange Economic Development Corporation

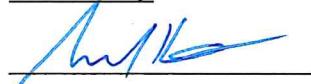
Investment Report

For the Quarter Ended December 31, 2025

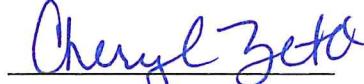
	Current Quarter 12/31/2025	Prior Quarter 9/30/2025		
Investments:				
Investment Purchase Cost	\$250,000.00			\$250,000.00
Accrued Book Value	\$250,000.00			\$250,000.00
Present Market Value	\$250,000.00			\$25,000.00
Maturity Value	\$256,250.00			\$256,250.00
Purchase Date	8/13/2025			8/13/2025
Maturity Date	8/13/2026			8/13/2026
Yield - %	2.50%			2.50%
Earnings on Investments at Maturity	\$6,250.00			\$6,250.00
Annualized Earnings	\$6,250.00			\$6,250.00
Average Length to Maturity	365			365
Average Rate of Return	2.50%			2.50%
Quarterly Trust Fee	\$0.00			\$0.00
Annualized Rate of Return - Net	2.50%			2.50%
Cash & Cash Equivalents:				
Cash - Demand Accounts	\$254,119.80			\$0.00
Government Money Market Fund - Inst.	\$5,634,724.21			\$5,446,687.30
Collateral Pledged (Market) for Demand Accounts & FDIC	\$500,000.00			\$500,000.00
Quarterly Interest Earned on Demand Accounts	\$54,599.14			\$57,896.12
Average Monthly Cash Balance	\$6,019,828.82			\$5,940,804.44
Average Annualized Earnings on Demand Accounts	\$218,996.55			\$232,220.70
Average Annualized Rate for Demand Accounts	3.64%			3.91%
Average Annualized Rate of Return - Adj.	3.59%			3.85%
Breakdown by Account Type:				
Demand Account (checking)	\$254,119.80	4.14%	\$0.00	0.00%
Government Money Market Fund - Inst.	\$5,634,724.21	91.79%	\$5,446,687.30	95.61%
Certificates of Deposit	\$250,000.00	4.07%	\$250,000.00	4.39%
Total of Cash & Investments	\$6,138,844.01		\$5,696,687.30	
Breakdown by Issuer:				
Wells Fargo Bank	\$254,119.80	4.14%	\$0.00	0.00%
Wells Fargo Asset Management	\$5,634,724.21	91.79%	\$5,446,687.30	95.61%
First Financial Bank	\$250,000.00	4.07%	\$250,000.00	4.39%
Total Cash & Investments	\$6,138,844.01		\$5,696,687.30	
Breakdown by Maturity:				
Less than 90 days	\$5,888,844.01	95.93%	\$5,446,687.30	95.61%
90 days to 180 days	\$0.00	0.00%	\$0.00	0.00%
181 days to 365 days	\$250,000.00	4.07%	\$250,000.00	4.39%
Total Cash & Investments	\$6,138,844.01		\$5,696,687.30	

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:



Mike Kunst, City Manager



Cheryl Zeto, Finance Director

MOTION

Motion to approve an EDC Infrastructure Grant Agreement with H-E-B, LP, 646 S. Flores Street, San Antonio, Texas 78204 for eligible infrastructure improvements at the new project site located at the intersection of Hwy 87 N/16th Street and Interstate 10W (aka as Northway Retail Center) in the City of Orange in an amount not to exceed \$1,500,000 for the purpose of economic development.

Kimberly Manning, President

ATTEST:

Reginald Broussard, Secretary

February 10, 2026

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: MIKE KUNST, CITY MANAGER

FROM: JAY TRAHAN, CEcD, EDC DIRECTOR

CC: HILLARY GRAVETT, ASSISTANT EDC DIRECTOR

DATE: FEBRUARY 4, 2026

RE: H-E-B EDC INFRASTRUCTURE GRANT AGREEMENT

Please see the attached Orange Economic Development Corporation (EDC) Infrastructure Grant Agreement concerning the new H-E-B project at the intersection of Hwy 87 N/16th Street and Interstate 10W (aka as Northway Retail Center) in the City of Orange.

The Agreement specifies an EDC incentive not to exceed \$1,500,000 for eligible infrastructure improvements at the new H-E-B project site for the purpose of economic development.

You may contact me at extension #1077 for additional information.

City of Orange Economic Development Corporation Infrastructure Grant Agreement

RECITALS

A. OEDC is a Type B Economic Development Corporation authorized to do business in the State of Texas under Section 505, Texas Local Government Code.

B. OEDC is authorized under Section 505, Texas Local Government Code to provide financial incentives to recipients for authorized projects after a public hearing is conducted.

C. Grantee's project is an authorized project under Section 505, Texas Local Government Code and OEDC has met the public hearing requirement as required by Section 505.159, Texas Local Government Code, see **Exhibit "A"**.

D. OEDC and Grantee agree that all reimbursements to Grantee are subject to the conditions, procedure and eligibility requirements specified in this Grant Agreement.

E. Grantee agrees that the grant to be provided by OEDC shall be used solely to finance the cost to construct qualifying infrastructure improvements located at (or benefitting) 1804 IH10 W, Orange, Texas 77632 described on **Exhibit "B"** hereto (the "Infrastructure").

F. Grantee agrees OEDC will only fund up to \$1,500,000.00 for the Infrastructure

NOW, THEREFORE, IN CONSIDERATION of the RECITALS which are incorporated in this Grant Agreement as fully set forth below and for other good and valuable consideration of the receipt and sufficiency is hereby acknowledged, OEDC and Grantee agree to the following conditions and procedures for the grant:

1) **Grant Amount and Approved Infrastructure Improvements.** OEDC has agreed to provide a grant in the amount of \$1,500,000.00 (the “Grant Amount”) to Grantee to fund the Infrastructure. Any costs in excess of those provided in the Application shall be solely borne by Grantee unless a supplemental grant is approved by OEDC.

2) **Payment Procedures.** OEDC will fund up to \$1,500,000.00 of Infrastructure. OEDC will reimburse the Grant Amount to Grantee after the Infrastructure has been completed and inspected by a City of Orange building inspector and subject to the following:

- a) Grantee must provide OEDC a project budget;
- b) Grantee must provide OEDC a project schedule which includes estimated dates for completion of each division of work;
- c) Grantee must identify all contractors who will be performing work on the Infrastructure; and
- d) OEDC will submit payment to the Grantee only after OEDC approves the submitted pay request, and the Infrastructure is inspected by a City of Orange Inspector.

3) **Timeline.** Construction of the Infrastructure shall commence within five (5) years following the Effective Date and shall be completed within two (2) years thereafter; provided that Grantee shall have no obligation to commence or complete construction. OEDC must receive from Grantee a written request for time extension prior to the expiration of the period set forth in the preceding sentence if any unforeseen delays occur. Granting an extension is at the sole discretion of OEDC.

4) **Development. Insert 1**

5) **Assignability.** The rights and liabilities under this Agreement shall not be assigned by Grantee in whole or in part without the prior written consent of the OEDC.

6) **Law and Ordinances.** Grantee shall be responsible for compliance with all applicable laws, regulations and ordinances including building and zoning codes and for obtaining all necessary building permits required for the Infrastructure.

7) **Governing Law.** This Grant Agreement shall be governed under the laws of the State of Texas, and venue for any matters arising under this Grant Agreement shall be in the courts of competent jurisdiction in Orange County, Texas.

SIGNED AND AGREED TO on the _____ day of _____, 2026.

H-E-B, LP, a Texas limited partnership

By: _____

Name: Benjamin R. Scott

Title: Group Vice President of Real Estate
and Shopping Center Development

CITY OF ORANGE ECONOMIC DEVELOPMENT CORPORATION

SIGNED AND AGREED TO on the _____ day of _____, 2026.

President

Secretary

Witness

Witness

ATTORNEY APPROVALS

APPROVED AS TO FORM:

Guy N. Goodson
General Counsel for OEDC

VERIFIED AS CONSISTENT
WITH CITY COUNCIL RESOLUTION:

Resolution Number: _____

City Attorney

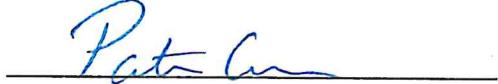
MOTION

Motion approving action taken by the Orange EDC in the form of a Motion of Intent approving an EDC incentive for the proposed H-E-B project, to be located at IH-10 West at North 16th Street, Orange, Texas 77632 for eligible infrastructure improvements in an amount not to exceed \$1,500,000.00 for the purpose of economic development.



Larry Spears Jr., Mayor

ATTEST:

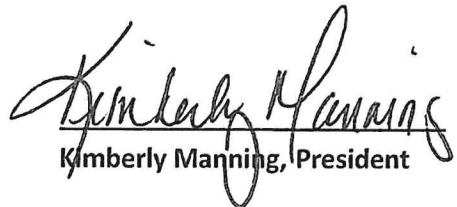


Patricia Anderson, City Secretary

August 26, 2025

MOTION

Motion of Intent to approve an EDC incentive for the proposed H-E-B project, to be located at IH-10 West at North 16th Street, Orange, Texas 77632 for eligible infrastructure improvements in an amount not to exceed \$1,500,000.00 for the purpose of economic development.



Kimberly Manning
Kimberly Manning, President

ATTEST:



Reginald Broussard, Secretary

August 26, 2025

**ECONOMIC DEVELOPMENT DEPARTMENT
MEMORANDUM**

TO: MIKE KUNST, CITY MANAGER
FROM: JAY TRAHAN, EDC DIRECTOR
CC: HILLARY GRAVETT, ASSISTANT EDC DIRECTOR
DATE: AUGUST 15, 2025
RE: H-E-B - EDC INCENTIVES

Attached is a **Notice of Public Hearing** regarding the proposed H-E-B project, to be located at IH-10 West at North 16th Street, Orange, Texas 77632.

A public hearing is scheduled for Tuesday, August 26, 2025, at 4:30 p.m. to receive comments regarding financial incentives related to infrastructure improvements at H-E-B, located at IH-10 West at North 16th Street, Orange, Texas 77632.

The incentive package under consideration includes funding in an amount not to exceed \$1,500,000.00 and a sales tax rebate equal to 33% of sales tax revenue generated at the site over a ten-year period. The proposed incentives are intended to support economic development efforts.

Please note that all economic development incentives provided by the Orange Economic Development Corporation (EDC) are structured as reimbursable benefits. These incentives are disbursed only after the successful completion of the project and the issuance of a certificate of occupancy. This policy ensures that funds are allocated responsibly and in alignment with the project's fulfillment of agreed-upon terms.

Should you have any questions, please contact me at extension #1077.

NOTICE OF PUBLIC HEARING

The Orange Economic Development Corporation will conduct a public hearing on Tuesday, August 26, 2025, at 4:30 p.m. at the City Council Chambers (Library Auditorium), 220 N. 5th Street, Orange, Texas for the purpose of receiving comments regarding financial incentives related to infrastructure improvements at H-E-B, located at IH10 W/N 16th Street, Orange, Texas 77632.

The incentive package under consideration includes funding in an amount not to exceed \$1,500,000.00 and a sales tax rebate equal to 33% of sales tax revenue generated at the site over a ten-year period. The proposed incentives are intended to support economic development efforts.

**/s/Kimberly Manning, President
Orange Economic Development Corporation**

Legal Ad

Publish –August 23, 2025

ent/guardian or former student in applying for Social Security benefits, rehabilitation services, college entrance, etc.

Records may be requested at the following address:

WOCCISD Department
of Special Programs
902 W. Park
Orange, TX 77630
409-882-5500

Orange Leader:
July 26 and Aug. 23, 2025
DESTRUCTION OF RECORDS

PUBLIC NOTICE

The Orange Economic Development Corporation will conduct a public hearing on Tuesday, August 26, 2025, at 4:30 p.m. at the City Council Chambers (Library Auditorium), 220 N. 5th Street, Orange, Texas for the purpose of receiving comments regarding financial incentives related to infrastructure improvements at H-E-B, located at IH10 W/N 16th Street, Orange, Texas 77632.

The incentive package under consideration includes funding in an amount not to exceed \$1,500,000.00 and a sales tax rebate equal to 33% of sales tax revenue generated at the site over a ten-year period. The proposed incentives are intended to support economic development efforts.

/s/Kimberly Manning, President
Orange Economic Development Corporation

Orange Leader:
Aug. 23, 2025
HEARING 08.26.25

**Do you have
available jobs?**

Call 409-721-2401 to let others know about job opportunities at your business.

PUBLIC NOTICE

Notice is hereby given in accordance with the terms and provisions of the Texas Alcoholic Beverage Code that: Viper Fuels 1, LLC d/b/a Viper 4 has filed application for Wine and Malt Beverage Retail Dealer's On-Premise Permit. Said business to be conducted at 6373 FM 1442, Orange, Orange County, Texas 77630.

Viper Fuels 1, LLC d/b/a
Viper 4

**Mohammad Abrar Arif,
Manager**

Orange Leader:
Aug. 23 and 30, 2025
LICENSE

LOCAL GOVERNMENT CODE CHAPTER 505. TYPE B CORPORATIONS

Sec. 505.158. PROJECTS RELATED TO BUSINESS DEVELOPMENT IN CERTAIN SMALL MUNICIPALITIES. (a) For a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development.

(b) A Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

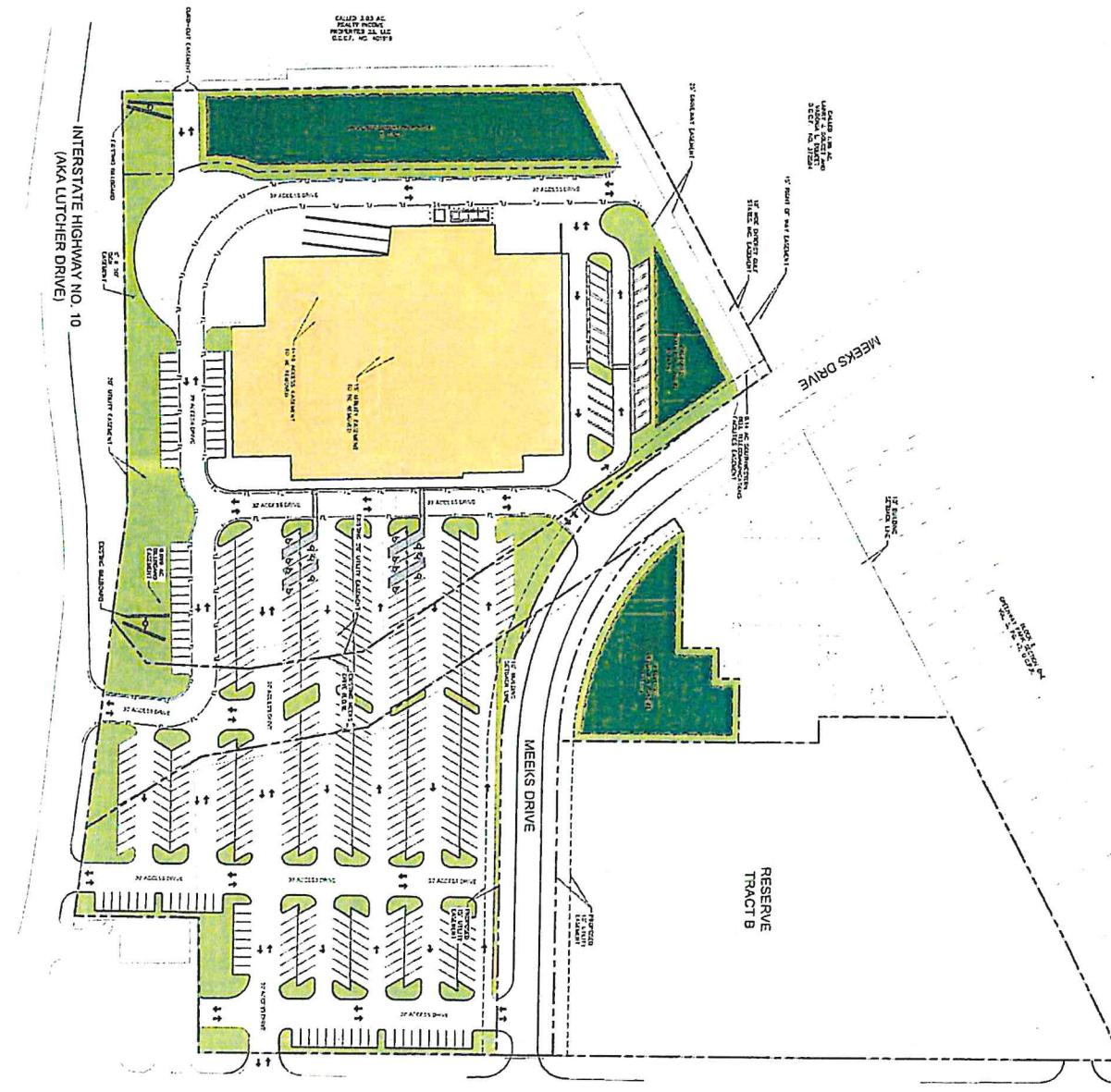
Sec. 505.159. HEARING REQUIRED TO UNDERTAKE PROJECT. (a) Except as provided by Subsection (b), a Type B corporation shall hold at least one public hearing on a proposed project before spending money to undertake the project.

(b) A Type B corporation the creation of which was authorized by a municipality with a population of less than 20,000 is not required to hold a public hearing under this section if the proposed project is defined by Subchapter C, Chapter 501.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Amended by:

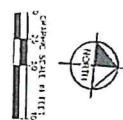
Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 15.015(a), eff. September 1, 2009.



STATE HIGHWAY NO. 87

STATE HIGHWAY NO. 87

Land Use Summary	
Site Area	11.01 Acres
Reserve Tract B	3.94 Acres
Legend	
<input type="checkbox"/> C. Stone, Felt & Carpet	
<input type="checkbox"/> Landscape/Rock, Pave, & Lot	
<input type="checkbox"/> Paved	
<input type="checkbox"/> Hardscape & Site	
<input type="checkbox"/> Retain	



ORANGE

1

Orange - Meeks Road Public Cost Estimate

Meeks Road Relocation					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	8" Concrete Pavement	2,100	SY	\$ 155.00	\$ 325,500
2	6" Concrete Curb	1,400	LF	\$ 55.00	\$ 77,000
3	5' Concrete Sidewalk (4")	390	SY	\$ 165.00	\$ 64,350
4	Pedestrian Ramp	8	EA	\$ 165.00	\$ 1,320
5	8" Lime Stabilized Subgrade	2,200	SY	\$ 20.00	\$ 44,000
6	Lime Slurry	40	TON	\$ 800.00	\$ 32,000
7	Asphalt Pavement Removal	2,100	SY	\$ 15.00	\$ 31,500
8	Concrete Driveways	6	EA	\$ 5,500.00	\$ 33,000
9	24" RCP	120	LF	\$ 80.00	\$ 9,600
10	48" RCP	350	LF	\$ 300.00	\$ 105,000
11	60" RCP	950	LF	\$ 480.00	\$ 456,000
12	10' Curb Inlet	6	EA	\$ 5,000.00	\$ 30,000
13	Type "C" Manhole	6	EA	\$ 8,100.00	\$ 48,600
14	Traffic Control	1	LS	\$ 90,000.00	\$ 90,000
15	Pavement Markings/Markers	1	LS	\$ 20,000.00	\$ 20,000
16	Roadway Lighting	6	EA	\$ 10,000.00	\$ 60,000
17	SWPPP	1	LS	\$ 20,000.00	\$ 20,000
18	Power Pole Relocation	1	LS	\$ 60,000.00	\$ 60,000
					Roadwork Subtotal: \$ 1,508,000

Detention & Drainage					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
19	Detention Pond Cut and Haul Off	1	LS	\$ 250,000.00	\$ 250,000
20	Surface Detention Retaining Walls - Average Height of 7.5'	5,625	SF	\$ 50.00	\$ 281,250
21	Surface Detention Retaining Walls - Average Height of 7.0'	5,950	SF	\$ 50.00	\$ 297,500
22	Storm Lift Station	2	EA	\$ 100,000.00	\$ 200,000
23	Detention Outfall to Roadside Ditch	2	EA	\$ 2,500.00	\$ 5,000
24	Detention Pond Land	64,030	SF	\$ 6.00	\$ 384,180
					Detention Subtotal: \$ 1,418,000

Mobilization & General Site Preparation:	\$ 150,000
Construction Contingency:	20% \$ 585,200
Design Fee	6% \$ 175,560
Inflation Contingency (3% over 4 Years):	12% \$ 351,120

Public Construction Total \$ 4,187,880

MOTION

Motion to approve an EDC Chapter 380 Sales Tax Rebate Agreement with H-E-B, LP, 646 S. Flores Street, San Antonio, Texas 78204 concerning the new H-E-B project site located at the intersection of Hwy 87 N/16th Street and Interstate 10W (aka as Northway Retail Center) in the City of Orange at 33% of the 1.5% (or the .5% EDC Sales Tax) generated at the site for a period of ten (10) years for the purpose of economic development.

Kimberly Manning, President

ATTEST:

Reginald Broussard, Secretary

February 10, 2026

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: MIKE KUNST, CITY MANAGER

FROM: JAY TRAHAN, CEcD, EDC DIRECTOR

CC: HILLARY GRAVETT, ASSISTANT EDC DIRECTOR

DATE: FEBRUARY 4, 2026

RE: H-E-B EDC CHAPTER 380 SALES TAX REBATE AGREEMENT

Please see the attached Orange Economic Development Corporation (EDC) Chapter 380 Sales Tax Rebate Agreement concerning the new H-E-B project at the intersection of Hwy 87 N/16th Street and Interstate 10W (aka as Northway Retail Center) in the City of Orange.

The Agreement specifies a Sales Tax Rebate at 33% of the 1.5% (or the .5% EDC Sales Tax) for a period of ten (10) years at the new H-E-B project site for the purpose of economic development.

You may contact me at extension #1077 for additional information.

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
(SALES TAX REBATE)

This Chapter 380 Economic Development Program Agreement (the "Agreement") is made and entered into by and among the City of Orange, Texas, a home-rule city and a political subdivision of the State of Texas (the "City"); the Orange Economic Development Corporation, a Type B Economic Development Corporation (the "EDC"); and H-E-B, LP, a Texas limited partnership, together with its assigns (collectively, the "Company"), to be effective _____, 2026 (the "Effective Date").

WHEREAS, capitalized terms used in these recitals are defined in Article I below. The City, has due authority to adopt programs to promote local economic development and stimulate business and commercial activity (Texas Local Government Code, Chapter 380); and

WHEREAS, the Company has requested that the City provide economic development financial assistance in the form of a rebate of a portion of the City's sales tax generated by the Company's commercial enterprise in order to make feasible the construction and operation of a commercial business located within the corporate limits of the City (the "Project"); and

WHEREAS, the City Council finds that the Project will result in an increase in employment, commercial sales activity, and taxable value, which will promote the City's economic development and further stimulate commercial activity in the City; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I.
DEFINITIONS

Capitalized terms used herein, including the recitals hereto shall have the meaning set forth in this Article unless otherwise defined, or unless the context clearly requires another definition.

"Act" means Local Government Code, Chapter 380.

"City" means the City of Orange, Texas, a home rule municipality located in Orange County, Texas.

"Company" means H-E-B, LP, a Texas limited partnership.

"Net Sales Tax Subject to Rebate" means the amount of the City's local sales and use tax actually received by the City that is directly attributable to taxable sales occurring at the Project, less any refunds, credits, rebates, chargebacks, bad-debt deductions, or other adjustments required by law or made by the Texas Comptroller, and excluding any sales tax revenues not generated by the Project or not retained by the City.

"Project" means a commercial business to be constructed and operated on Property to be acquired by the Company within the corporate limits of the City.

"Project Generated Sales Tax Revenue" means the amount calculated by multiplying the monthly taxable sales at the Project that are subject to local tax as reported by Company on the Texas Sales and Use Tax Return by the City tax rate of 1.5% and then subtracting the 2% collection fee that is withheld by the State Comptroller for administering the collection of the sales taxes.

Commented [KL1]: Note for Jared to confirm

"Property" means the approximately 15.28 acres of land located in Orange, Texas.

ARTICLE II. **COOPERATION**

The parties agree to take such actions, including the execution and delivery of such documents, instruments, and certifications, as may be necessary or appropriate from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out the terms, provisions, and intent described in the Project.

ARTICLE III. **EFFECTIVENESS OF AGREEMENT**

This Agreement shall be effective from and after its approval and execution by both Parties until the Termination Date (as defined and provided below), unless terminated earlier pursuant to the terms, conditions and provisions herein (the "Term").

ARTICLE IV. **PERFORMANCE, PAYMENT, AND REIMBURSEMENT OF PROJECT COSTS**

Subject to the terms of this Agreement, the City agrees that it will pay the Company a portion of the sales tax revenue received by the City from the sale of taxable items and services at the Project, as follows:

Sales Tax Rebate: The City agrees to pay to the Company annually, commencing in the calendar year following the year in which the Commencement of Business, defined as having commenced business operations on the date on which the company begins carrying out its ordinary commercial activities with the intention of earning revenue, occurs, 33% of Net Sales Tax Subject to Rebate (the "Sales Tax Rebate Payments", each a "Sales Tax Rebate Payment"), which amount shall be based on sales tax revenue collected by the City for the preceding calendar year in accordance with the terms of this Agreement.

Company shall submit to the City a monthly report in a form acceptable to Company ("Sales Tax Report") reporting the local sales and use taxes collected by Company as a result of Company's operation located on the Property ("Annual Sales Tax Revenue"). Company will provide a release to the CPA that will allow the CPA to release to City and EDC the amount of Annual Sales Tax Revenue. The City and EDC shall rely on such information as accurate and definitive for purposes of this Agreement, and shall have no right to review or audit records of Company. The Company shall provide each Sales Tax Report for the preceding calendar year to the CPA by April 30th all twelve (12) months of each year during the Term of this Agreement. City will issue each Sales Tax Rebate Payment annually on or before thirty (30) days after receiving the Sales Tax Report from Company. The City and EDC agree to keep this Sales Tax Report information "Confidential" consistent with Sec. 321.3022(f) of the Texas Tax Code, and to the extent allowed by law.

Sales Tax Rebate Payments made to the Company shall be calculated (1) on the basis of the Company's records of sales taxes that it has paid to the State of Texas, and (2) the administrative decisions of the State as to the amount of sales taxes the City will receive from the State. The City's maximum payment in any month will be limited to the amount actually received by the City from the State. Any adjustments resulting from overpayments or underpayments of sales tax by Company will be reflected in the monthly Sales Tax Rebate Payment in which such overpayment or underpayment was prepared by the State Comptroller. If, for any reason, the City is required to remit to the State Comptroller sales tax previously collected on reported sales by the Company, the next scheduled Sales Tax Rebate Payment will be adjusted by the amount of overpayment or underpayment. Should the adjustment result in a negative monthly Sales Tax Rebate Payment, the Company will remit the balance within 30 days.

Company has acquired the Property, which lies within the corporate limits of the City. Company shall use reasonable efforts to commence business operations on the Property (the "Commencement of Business") within ten (10) years of the execution of the Agreement. If the Company fails to timely comply with this deadline then City may notify the Company in writing that such failure constitutes a breach of this Agreement and City may terminate this Agreement ninety (90) days following the Company's receipt of the notice unless the Company cures the breach prior to the expiration of the one hundred eighty (180) day period.

The Term of this Agreement shall expire ten (10) years after the Commencement of Business ("Termination Date"), provided that Company has no obligation to open for business, operate or continue operations of any type upon the Property.

ARTICLE V. **AUTHORITY OF PARTIES**

The City hereby represents and warrants to Company that the City has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental entity.

The Company hereby represents and warrants to the City that Company has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary action of Company. Concurrently with Company's execution of this Agreement, Company has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of the Company to do so. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Company and is enforceable in accordance with its terms and provisions.

Whenever under the provisions of this Agreement, any reasonable request, approval, notice, or consent of the City or Company is required, the City or Company is required to agree or to take some action at the request of the other, such request, approval, notice, or consent shall be given for the City,

unless otherwise provided herein, by the City Manager or his designee and for Company by any officer of Company so authorized (and, in any event, the officers executing this Agreement are so authorized).

ARTICLE VI.
DEFAULT

- A. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.
- B. If Company fails to cure or correct a material default as described by this Agreement within thirty (30) days of the City or EDC's written notice to Company to cure the Event of Default (or such longer time period as is reasonable under the circumstances), City and EDC shall have the right to (i) suspend the Sales Tax Rebates hereunder until the default is cured; provided that such amounts will be paid to Company upon the curing of the default, or (ii) terminate the Agreement. Each party is responsible for its own attorney's fees and costs, City and EDC shall have no other rights or remedies against Company in the Event of Default by Company beyond the applicable notice and cure period, except as set forth above.
- C. If the City and/or EDC fail to timely comply with any of the requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement, such failure shall be a default by the City and/or EDC, as applicable, and such defaulting entity shall have thirty (30) days to cure such default upon receipt of written notice thereof from Company. Company shall have the right to pursue any rights or remedies at law or in equity against City or EDC, as applicable, for any default that is not cured within the foregoing time period and in which case such defaulting entity shall be liable to Company for any and all costs, demands, claims, judgments and/or damage (including attorneys' fees and court costs) plus any other amounts due hereunder that may be incurred by Company as a result or arising out of such default.
- D. Notwithstanding anything in this Agreement to the contrary, Company shall have no obligation to open or commence business operations on the Property.
- E. Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances, which are beyond the reasonable control of such Party (which circumstances may include, without limitation, acts of God, war, acts of civil disobedience, fire or other casualty), the time for such performance shall be extended by the amount of time of such delay. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a force majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Section.

ARTICLE VII.
GENERAL PROVISIONS

- A. Time of the essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- B. Personal liability of public officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.
- C. Liability of the Company, its successors and assignees. Any obligation or liability of the Company whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Company pursuant to any other instrument, transaction, or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Company only. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of partners, officers, employees, shareholders, or agents of the Company, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise.
- D. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission or personally delivered to an officer of the receiving party at the following addresses:

Company:
H-E-B, LP
646 S. Flores Street
San Antonio, Texas 78204
Attn: Jared O'Brien
Telephone: (512) 646-8583
Email: obrien.jared@heb.com

With Copy To:
Golden Steves & Gordon LLP
200 E. Basse Rd., Suite 200
San Antonio, Texas 78209
Attn: Ami E. Gordon
Telephone: (210) 745-3700
Fax: (210) 745-3737
Email: agordon@goldensteves.com

City of Orange
c/o City Manager
P.O. Box 520
Orange, Texas 77630-0522
mkunst@orangetexas.gov

Orange Economic Development Corporation
P.O. Box 520
Orange, Texas 77630-0522
jtrahan@orangetexas.gov

With Copy To:
Germer Law Firm c/o Kate Leverett
P.O. Box 4915
Beaumont, Texas 77704-4915

Each party may change its address or contact information by written notice in accordance with this Section. Notice shall be deemed effective upon the first verifiable delivery attempt.

- E. Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the City Council and the Company. No course of dealing on the part of the City or the Company nor any failure or delay by the City or the Company with respect to exercising any right, power, or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.
- F. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and to that end, all provisions, agreements, or portions of this Agreement are declared to be severable.
- G. Successors and assigns. No party of this Agreement shall have the right to assign its rights under this Agreement or any interest herein, without the prior written consent of the other parties, which consent shall not be unreasonably withheld, except that the Company may assign its rights and responsibilities hereunder to any entity to which its rights to proceed with the Project within the City are transferred.
- H. Applicable Law. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas. The parties agree that the mandatory and exclusive venue for any cause of action, suit, claim or proceeding based upon this Agreement shall be in Orange, Orange County, Texas.
- I. Attorney's Fees. In the event any legal action or proceeding is commenced between the Company and the City to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, unless prohibited by law.

J. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

K. Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and other relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the Company and the City.

[SIGNATURES ON NEXT PAGE]

CITY OF ORANGE, TEXAS

By: _____ Mayor

ATTEST: APPROVED:

City Secretary

City Attorney

H-E-B, LP, a Texas limited partnership

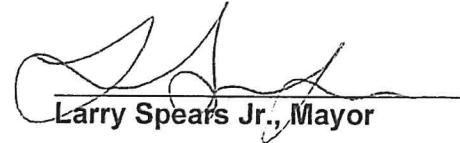
By: _____

Name: Benjamin R. Scott

Title: Group Vice President of Real Estate and Shopping Center Development

MOTION

Motion approving action taken by the Orange EDC in the form of a Motion of Intent approving an EDC incentive for the proposed H-E-B project, to be located at IH-10 West at North 16th Street, Orange, Texas 77632 for a sales tax rebate equal to 33% of sales tax generated at the site over a ten-year period, for the purpose of economic development.



Larry Spears Jr., Mayor

ATTEST:

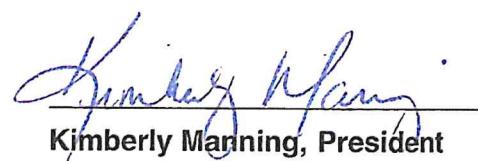


Patricia Anderson, City Secretary

August 26, 2025

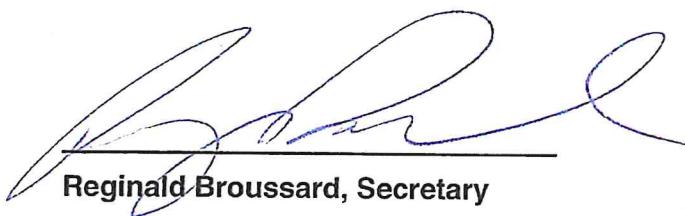
MOTION

Motion of intent to approve an EDC incentive for the proposed H-E-B project, to be located at IH-10 West at North 16th Street, Orange, Texas 77632 for a sales tax rebate equal to 33% of sales tax generated at the site over a ten-year period, for the purpose of economic development.



Kimberly Manning
Kimberly Manning, President

ATTEST:



Reginald Broussard
Reginald Broussard, Secretary

August 26, 2025

**ECONOMIC DEVELOPMENT DEPARTMENT
MEMORANDUM**

TO: MIKE KUNST, CITY MANAGER
FROM: JAY TRAHAN, EDC DIRECTOR
CC: HILLARY GRAVETT, ASSISTANT EDC DIRECTOR
DATE: AUGUST 15, 2025
RE: H-E-B - EDC INCENTIVES

Attached is a **Notice of Public Hearing** regarding the proposed H-E-B project, to be located at IH-10 West at North 16th Street, Orange, Texas 77632.

A public hearing is scheduled for Tuesday, August 26, 2025, at 4:30 p.m. to receive comments regarding financial incentives related to infrastructure improvements at H-E-B, located at IH-10 West at North 16th Street, Orange, Texas 77632.

The incentive package under consideration includes funding in an amount not to exceed \$1,500,000.00 and a sales tax rebate equal to 33% of sales tax revenue generated at the site over a ten-year period. The proposed incentives are intended to support economic development efforts.

Please note that all economic development incentives provided by the Orange Economic Development Corporation (EDC) are structured as reimbursable benefits. These incentives are disbursed only after the successful completion of the project and the issuance of a certificate of occupancy. This policy ensures that funds are allocated responsibly and in alignment with the project's fulfillment of agreed-upon terms.

Should you have any questions, please contact me at extension #1077.

NOTICE OF PUBLIC HEARING

The Orange Economic Development Corporation will conduct a public hearing on Tuesday, August 26, 2025, at 4:30 p.m. at the City Council Chambers (Library Auditorium), 220 N. 5th Street, Orange, Texas for the purpose of receiving comments regarding financial incentives related to infrastructure improvements at H-E-B, located at IH10 W/N 16th Street, Orange, Texas 77632.

The incentive package under consideration includes funding in an amount not to exceed \$1,500,000.00 and a sales tax rebate equal to 33% of sales tax revenue generated at the site over a ten-year period. The proposed incentives are intended to support economic development efforts.

**/s/Kimberly Manning, President
Orange Economic Development Corporation**

Legal Ad

Publish –August 23, 2025

but may be useful to the patient/guardian or former student in applying for Social Security benefits, rehabilitation services, college entrance, etc.

Records may be requested at the following address:

WOCCISD Department
of Special Programs
902 W. Park
Orange, TX 77630
409-882-5500

Orange Leader:
July 26 and Aug. 23, 2025
DESTRUCTION OF RECORDS

PUBLIC NOTICE

The Orange Economic Development Corporation will conduct a public hearing on Tuesday, August 26, 2025, at 4:30 p.m. at the City Council Chambers (Library Auditorium), 220 N. 5th Street, Orange, Texas for the purpose of receiving comments regarding financial incentives related to infrastructure improvements at H-E-B, located at IH10 W/N 16th Street, Orange, Texas 77632.

The incentive package under consideration includes funding in an amount not to exceed \$1,500,000.00 and a sales tax rebate equal to 33% of sales tax revenue generated at the site over a ten-year period. The proposed incentives are intended to support economic development efforts.

/s/Kimberly Manning, President
Orange Economic Development Corporation

Orange Leader:
Aug. 23, 2025
HEARING 08.26.25

**Do you have
available jobs?**

Call 409-721-2401 to let others know about job opportunities at your business.

PUBLIC NOTICE

Notice is hereby given in accordance with the terms and provisions of the Texas Alcoholic Beverage Code that: Viper Fuels 1, LLC d/b/a Viper 4 has filed application for Wine and Malt Beverage Retail Dealer's On-Premise Permit. Said business to be conducted at 6373 FM 1442, Orange, Orange County, Texas 77630.

Viper Fuels 1, LLC d/b/a
Viper 4

**Mohammad Abrar Arif,
Manager**

Orange Leader:
Aug. 23 and 30, 2025
LICENSE

LOCAL GOVERNMENT CODE CHAPTER 505. TYPE B CORPORATIONS

Sec. 505.158. PROJECTS RELATED TO BUSINESS DEVELOPMENT IN CERTAIN SMALL MUNICIPALITIES. (a) For a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development.

(b) A Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

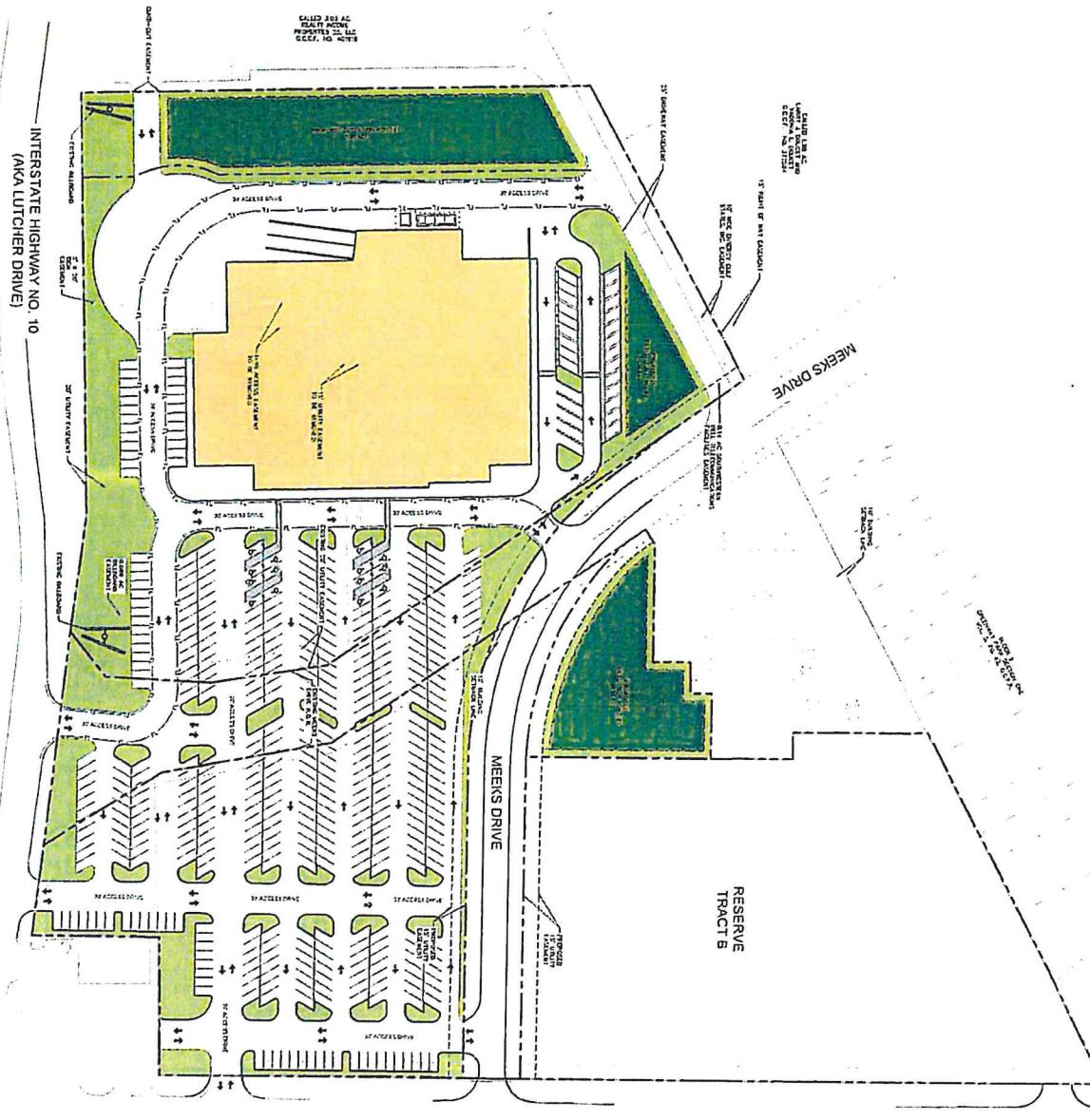
Sec. 505.159. HEARING REQUIRED TO UNDERTAKE PROJECT. (a) Except as provided by Subsection (b), a Type B corporation shall hold at least one public hearing on a proposed project before spending money to undertake the project.

(b) A Type B corporation the creation of which was authorized by a municipality with a population of less than 20,000 is not required to hold a public hearing under this section if the proposed project is defined by Subchapter C, Chapter 501.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

Amended by:

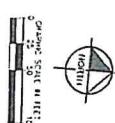
Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 15.015(a), eff. September 1, 2009.



STATE HIGHWAY NO. 87

STATE HIGHWAY NO. 87

Land Use Summary	
Store Front:	11.03 Acres
Reserve Tract B:	1.34 Acres
Pavement:	
Hardscape & Office:	
Retall:	



ORANGE

INSTRUCTIONS

CONTINUATION OF THIS SHEET

Orange - Meeks Road Public Cost Estimate

Meeks Road Relocation						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
1	8" Concrete Pavement	2,100	SY	\$ 155.00	\$ 325,500	
2	6" Concrete Curb	1,400	LF	\$ 55.00	\$ 77,000	
3	5' Concrete Sidewalk (4")	390	SY	\$ 165.00	\$ 64,350	
4	Pedestrian Ramp	8	EA	\$ 165.00	\$ 1,320	
5	8" Lime Stabilized Subgrade	2,200	SY	\$ 20.00	\$ 44,000	
6	Lime Slurry	40	TON	\$ 800.00	\$ 32,000	
7	Asphalt Pavement Removal	2,100	SY	\$ 15.00	\$ 31,500	
8	Concrete Driveways	6	EA	\$ 5,500.00	\$ 33,000	
9	24" RCP	120	LF	\$ 80.00	\$ 9,600	
10	48" RCP	350	LF	\$ 300.00	\$ 105,000	
11	60" RCP	950	LF	\$ 480.00	\$ 456,000	
12	10' Curb Inlet	6	EA	\$ 5,000.00	\$ 30,000	
13	Type "C" Manhole	6	EA	\$ 8,100.00	\$ 48,600	
14	Traffic Control	1	LS	\$ 90,000.00	\$ 90,000	
15	Pavement Markings/Markers	1	LS	\$ 20,000.00	\$ 20,000	
16	Roadway Lighting	6	EA	\$ 10,000.00	\$ 60,000	
17	SWPPP	1	LS	\$ 20,000.00	\$ 20,000	
18	Power Pole Relocation	1	LS	\$ 60,000.00	\$ 60,000	
						Roadwork Subtotal: \$ 1,508,000

Detention & Drainage						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
19	Detention Pond Cut and Haul Off	1	LS	\$ 250,000.00	\$ 250,000	
20	Surface Detention Retaining Walls - Average Height of 7.5'	5,625	SF	\$ 50.00	\$ 281,250	
21	Surface Detention Retaining Walls - Average Height of 7.0'	5,950	SF	\$ 50.00	\$ 297,500	
22	Storm Lift Station	2	EA	\$ 100,000.00	\$ 200,000	
23	Detention Outfall to Roadside Ditch	2	EA	\$ 2,500.00	\$ 5,000	
24	Detention Pond Land	64,030	SF	\$ 6.00	\$ 384,180	
						Detention Subtotal: \$ 1,418,000

Mobilization & General Site Preparation:		\$ 150,000
Construction Contingency:	20%	\$ 585,200
Design Fee	6%	\$ 175,560
Inflation Contingency (3% over 4 Years):	12%	\$ 351,120

Public Construction Total \$ 4,187,880