

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

**February 10, 2015
9:00 A.M.**

- | | |
|---|-------------------------|
| 1. CALL TO ORDER | Mayor |
| 2. INVOCATION and PLEDGE OF ALLEGIANCE | Mayor Pro Tem Beauchamp |
| 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) January 27, 2015 City Council Meeting | 4 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. PUBLIC HEARING | |
| a) Conduct a public hearing concerning a request by the City of Orange to rezone from "R-2" Medium Density Residential Zoning District to "C-S" Special Commercial Zoning District; Lots 1, 2, and 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4, Bunn Addition, more commonly known as 1211 10 th Street, 1311 10 th Street, 1401 10 th Street, 1405 10 th Street, and 1106 Hart Avenue. | 9 Staff: Knauf |

7. ORDINANCES

a) First 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 Lots 1, 2, and 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4, Bunn Addition, more commonly known as 1211 10th Street, 1311 10th Street, 1401 10th Street, 1405 10th Street, and 1106 Hart Avenue from "R-2" Medium Density Residential Zoning District to "C-S" Special Commercial Zoning District; providing for the official zoning map of the City of Orange, Texas to reflect such change; and making certain findings relative thereto.

12 Staff: Knauf

8. RESOLUTIONS

a) Consider a resolution expressing intent to finance expenditures to be incurred.

16 Staff: Oubre

b) Consider a resolution authorizing the City Manager to enter into a license agreement, indemnity and release with the Nelda C. and H. J. Lutcher Stark Foundation for the use of Stark Park for the 13th annual Art in the Park, March 21, 2015.

21 Staff: Trahan

c) Consider a resolution authorizing the City Manager to enter into a license agreement, indemnity and release with the Nelda C. and H. J. Lutcher Stark Foundation for the use of the City of Orange Boat Ramp for the Shangri La Community Trash Off, February 28, 2015.

29 Staff: Trahan

d) Consider a resolution authorizing Revision 12 reallocating funds from planning and project delivery to engineering services, Hurricane Ike Disaster Recovery Grant DRS 210131, GLO Contract No. 12-206-00-5506.

36 Staff: Wilson

e) Consider a resolution awarding the bid for the demolition of substandard residential structures to Lark Group, Inc. in the amount of \$31,900.00.

39 Staff: Knauf

9. DISCUSSION/ACTION

a) Consider a motion acknowledging the review and adoption of the City of Orange Identity Theft Prevention Program.

41 Staff: English

b) Consider a motion declaring equipment (1996 Dump Truck, Unit 0102FW) as surplus and authorizing disposal by auction through René Bates Auctioneers, Inc.

46 Staff: Oubre

c) Consider a motion authorizing the Orange County Mosquito Control District to fly low altitudes as required for the application of insecticides for the abatement of mosquitoes within the limits of the City of Orange.

48 Staff: Oubre

- d) Discussion and possible action regarding the waiving of some building permit fees associated with the bond construction at Little Cypress-Mauriceville Junior High and Little Cypress-Mauriceville Elementary/Little Cypress-Intermediate.

51 Staff: Oubre

10. REPORTS

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

11. ADJOURN TO CLOSED EXECUTIVE SESSION

- a) Deliberation with City Attorney pursuant to Chapter 551 of the Texas Government Code:

- (1) Deliberation with City Attorney regarding pending or contemplated litigation as authorized by subsection 551.071 involving USOR SITE PRP GROUP vs. City of Orange

Mayor/Council

12. RECONVENE IN OPEN SESSION

- a) Take action as necessary regarding item 11 a (1) above.

Mayor/Council

13. ADJOURNMENT

STATE OF TEXAS }

January 27, 2015

COUNTY OF ORANGE }

BE IT REMEMBERED THAT a Regular Meeting of the City Council of the City of Orange, Orange County, Texas, was held in the Library Auditorium on Tuesday, January 27, 2015.

| | | |
|---------------------------------|-------------------|----------------|
| COUNCIL MEMBERS PRESENT: | Jimmy Sims | Mayor |
| | Theresa Beauchamp | Mayor Pro Tem |
| | Tommy Ferguson | Council Member |
| | Essie Bellfield | Council Member |
| | Mary McKenna | Council Member |
| | Bill Mello | Council Member |
| | Larry Spears Jr. | Council Member |

COUNCIL MEMBERS ABSENT: None

| | | |
|-------------------------------|-------------------|--|
| STAFF MEMBERS PRESENT: | Dr. Shawn Oubre | City Manager |
| | Jay Trahan | Assistant City Manager, Director of Economic Development |
| | Patricia Anderson | Deputy City Secretary |
| | Lane Martin | Chief of Police |
| | David Frenzel | Fire Chief |
| | Jim Wolf | Director of Public Works |
| | Kelvin Knauf | Director of Planning and C o m m u n i t y Development |
| | Gail English | Director of Finance |
| | Brenna Manasco | Library Director |
| | Sandy Wilson | Grants Planner |
| | Ashley Mahana | CVB Coordinator |
| | Kelly Griffin | Police Evidence and ID Tech |
| | Andrew Culpepper | City Attorney |

STAFF MEMBERS ABSENT: Rhonda Haskins City Secretary

Mayor Sims called the meeting to order at 6:23 P.M.

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

APPROVAL OF MINUTES

Mayor Pro Tem Beauchamp moved to approve the minutes of the January 13, 2015 Regular Meeting of the City Council. Second to the motion was made by Council Member McKenna which carried unanimously.

CITIZEN COMMENTS

Linda Pittillo, 907 College Street, advised she is concerned about the incident that happened at the Animal Shelter that violated City policy.

Noelle Jordan, Shangri La, 211 W. Park Avenue, invited citizens to participate in the 20th Annual Community Trash-Off, Saturday, February 28, 2015 at the City of Orange Boat Ramp.

Ashley Mahana, Orange Convention and Visitors Bureau Coordinator, invited citizens to the Mardi Gras Parade and Concert, Saturday, February 7, 2015.

ORDINANCES

FINAL 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 FORTY-ONE FOOT (41') BY TWO HUNDRED-AND-ONE FOOT (201') SECTION OF A 1.3 ACRE TRACT BEING PART OF THE BEN JOHNSON SURVEY ON THE NORTH SIDE OF DAWNWOOD DRIVE, APPROXIMATELY FOUR HUNDRED LINEAR FEET (400') EAST OF HIGHWAY 87, FROM "R-1" LOW DENSITY RESIDENTIAL ZONING DISTRICT TO "C-1" LIGHT COMMERCIAL 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 Mello moved to approve the ordinance. Second to the motion was made by Mayor Pro Tem Beauchamp which carried unanimously.

A copy of this ordinance is being made a part of these minutes as Ordinance Number 2015-1.

FINAL READING:

ORDINANCE OF THE CITY OF ORANGE, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTER CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS AND THE FEDERAL ENERGY

REGULATORY COMMISSION IN 2015.

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

A copy of this ordinance is being made a part of these minutes as Ordinance Number 2015-2.

RESOLUTIONS

RESOLUTION ORDERING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING A MAYOR AND A COUNCIL MEMBER FOR SINGLE-MEMBER DISTRICT 1; PROVIDING FOR THE DATE, HOURS, BALLOT, EARLY VOTING CLERK AND NOTICE OF ELECTION; PROVIDING FOR POLLING PLACES, JUDGES AND PAY, PROVIDING FOR OTHER MATTERS RELATING TO THE CITY ELECTION; ORDERING A RUN-OFF ELECTION, IF NECESSARY, TO BE HELD ON JUNE 20, 2015; AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

UNA RESOLUCIÓN ORDENDANDO UNA ELECCIÓN GENERAL CON EL PROPÓSITO DE ELEGIR A UN ALCALDE Y A UN SOLO MIEMBRO AL DISTRITO 1; INDICANDO LA FECHA, LAS HORAS, LA BOLETA, EMPLEO DEL SECRETARIO PARA LA VOTACIÓN, LOS JUECES Y SALARIOS, LA INDICACIÓN DE OTROS ASUNTOS RELATIVOS NECESARIOS, QUE TENDRÁ CABO EL 20 DE JUNIO DE 2015 PARA LA ELECCIÓN DE LA CIUDAD; Y PARA DETERMINAR QUE LA REUNIÓN EN QUE SE APROBÓ ESTA RESOLUCIÓN ESTÉ ABIERTA PARA EL PÚBLICO COMO SE REQUIERE POR LEY.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-6.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT ELECTION AGREEMENT WITH THE CITY OF PINEHURST, WEST ORANGE-COVE CISD, AND LITTLE CYPRESS-MAURICEVILLE CISD AS AUTHORIZED BY THE TEXAS ELECTION CODE.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-7.

RESOLUTION ENTERING INTO AN AGREEMENT WITH THE ORANGE COUNTY ELECTIONS ADMINISTRATOR TO PROVIDE ELECTION SERVICES FOR THE CITY OF ORANGE.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-8.

RESOLUTION ENTERING INTO AN AGREEMENT WITH THE ORANGE COUNTY ELECTIONS ADMINISTRATOR FOR THE LEASE OF FIVE AUTOMARK VOTER ASSIST TERMINALS.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-9.

RESOLUTION APPROVING AND ADOPTING THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2015-10.

DISCUSSION/ACTION

MOTION ACKNOWLEDGING RECEIPT OF THE ORANGE ECONOMIC DEVELOPMENT CORPORATION'S FINANCIAL REPORT FOR THE PERIOD ENDING DECEMBER 31, 2014.

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

MOTION ACKNOWLEDGING RECEIPT OF THE ORANGE ECONOMIC DEVELOPMENT CORPORATION'S INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31, 2014.

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

MOTION ACKNOWLEDGING THE ANNUAL REVIEW OF THE CITY OF ORANGE INVESTMENT POLICY.

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

MOTION ACKNOWLEDGING RECEIPT OF THE QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING DECEMBER 31, 2014.

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

MOTION APPROVING THE ORANGE ECONOMIC DEVELOPMENT CORPORATION'S MOTION OF INTENT TO EXPEND FUNDS FOR THE RELOCATION OF 15TH STREET INFRASTRUCTURE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$75,000.00 FOR THE PURPOSE OF ECONOMIC DEVELOPMENT.

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

CITY MANAGER REPORT

No report was given.

CITY COUNCIL REPORT

Council Member Spears thanked everyone for their support with the Martin Luther King Jr. Memorial Day activities. He congratulated area high school students who have received scholarships. He encouraged citizens to attend the Orange City Council Meetings.

Council Member Mello wished Earl Thomas and the Seahawks good luck in the Super Bowl.

Council Member McKenna also wished Earl Thomas and the Seahawks good luck. She encouraged citizens to attend the Mardi Gras Parade on Saturday, February 7, 2015.

Council Member Bellfield thanked the Orange Fire Department for the Christmas party they hosted. She also thanked everyone who remembered her during her recent crisis. She is concerned with all the equipment that police officers have to wear on their uniforms. She is also concerned with officers riding by themselves.

Council Member Ferguson thanked Council Member Spears for his hard work on the Martin Luther King Jr. Memorial Day activities. He wished Earl Thomas and the Seahawks good luck.

Mayor Pro Tem Beauchamp advised the Orange Area Trash-Off is an excellent idea. She liked the idea that Chief Martin and area churches meet once a month to share information. She also wished Earl Thomas and the Seahawks good luck.

ADJOURNMENT

There being no further business before the Council, Council Member Bellfield moved to adjourn the meeting which carried unanimously.

The meeting adjourned at 6:57 P.M.

Jimmy Sims, Mayor

ATTEST:

Patricia Anderson, Deputy City Secretary

MEMORANDUM

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

From: Kelvin Knauf, Director of Planning and Community Development *REK*

Subject: Conduct a public hearing concerning a request by the City of Orange to rezone from "R-2" Medium Density Residential Zoning District to "C-S" Special Commercial Zoning District; Lots 1, 2, and 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4, Bunn Addition, more commonly known as 1211 10th Street, 1311 10th Street, 1401 10th Street 1405 10th Street and 1106 Hart Avenue

Date: January 26, 2015

Background

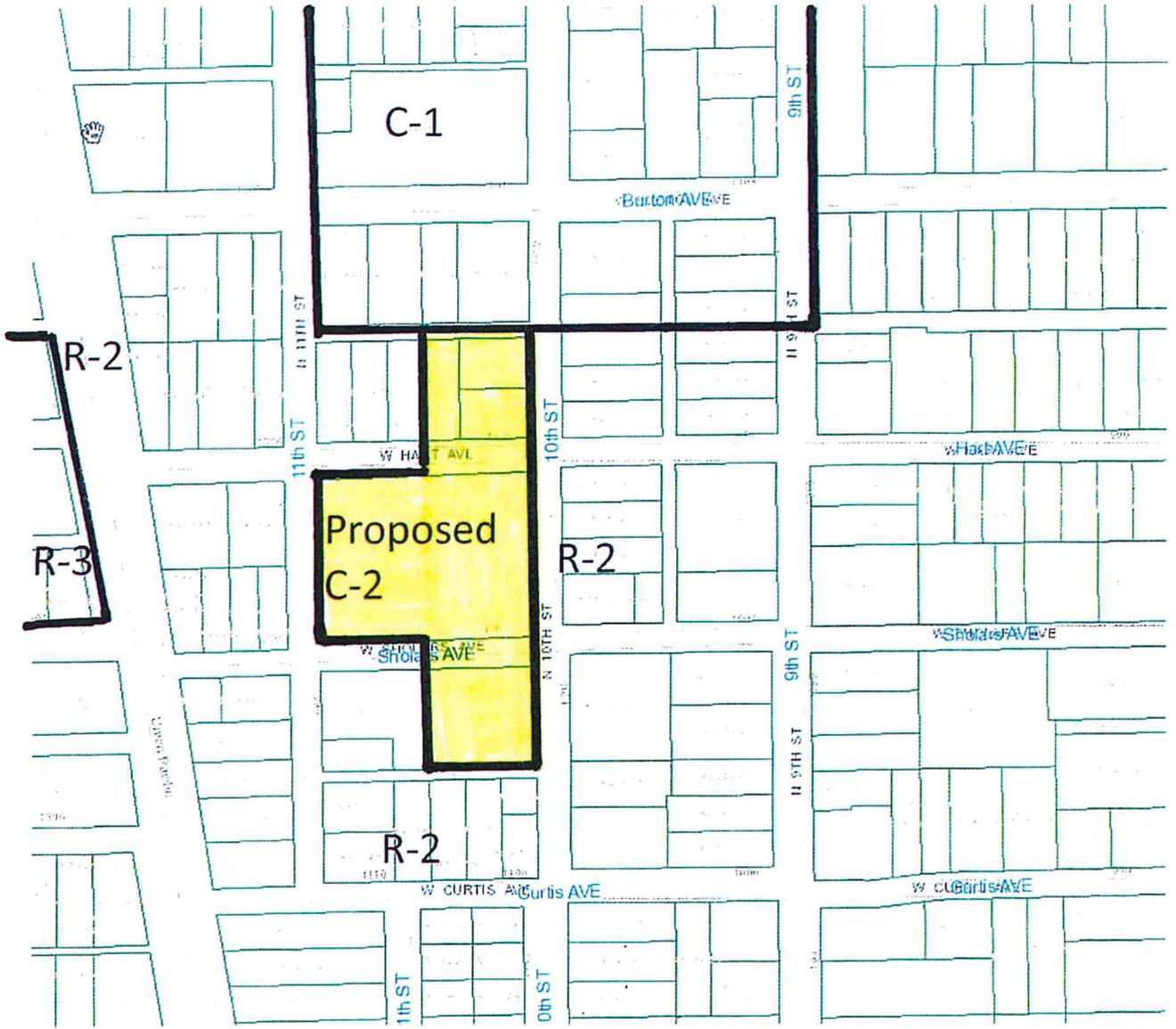
On October 7, 2014 the Planning and Zoning Commission (P&Z) conducted a public hearing and considered a request from the City of Orange on behalf of Mr. Virgil Vontoure to rezone property from "R-2" Medium Density Residential Zoning District to "C-S" Special Commercial Zoning District. Mr. Vontoure would like to place a restaurant on his property. A "C-S" would be the least disruptive to the neighborhood as it is the most restrictive of the commercial zoning districts and "C-S" zoning also allows residential uses. This means that existing homes affected by the re-zoning, if approved, would not be considered as non-conforming uses and be subject to the regulations governing them. Mr. Vontoure has letters of support from surrounding property owners for the re-zoning. This request is not in compliance with the Future Land Use Map which is the city's guide to land use development in the city.

After closing the public hearing, the Planning and Zoning Commission considered the request. The P&Z voted unanimously to recommend rezoning the property from "R-2" Medium Residential Zoning District to "C-S" Special Commercial Zoning District.

Should Mr. Vontoure not open a restaurant on his property within one year from final adoption of the ordinance amending the zoning or if the restaurant opens and later closes permanently then staff recommends that the ordinance (if approved) provide for the zoning of the properties to revert to the R-2 Medium Density Residential Zoning District.

Recommendation

I recommend that the City Council conduct a public hearing on the request to rezone from "R-2" Medium Density Residential Zoning District to "C-S" Special Commercial Zoning District Lots 1, 2, and 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4, Bunn Addition, more commonly known as 1211 10th Street, 1311 10th Street, 1401 10th Street, 1405 10th Street and 1106 Hart Avenue.



MEMORANDUM

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

From: Kelvin Knauf, Director of Planning and Community Development *KEK*

Subject: 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 Lots 1, 2, and 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4, Bunn Addition, more commonly known as 1211 10th Street, 1311 10th Street, 1401 10th Street, 1405 10th Street and 1106 Hart Avenue from "R-2" Medium Density Residential Zoning District to "C-S" Special Commercial Zoning District; providing for the official zoning map of the City of Orange, Texas to reflect such change; and making certain findings relative thereto.

Date: January 26, 2015

Background

On October 7, 2014 the Planning and Zoning Commission (P&Z) conducted a public hearing and considered a request from the City of Orange on behalf of Mr. Virgil Vontoure to rezone property from "R-2" Medium Density Residential Zoning District to "C-S" Special Commercial Zoning District. Mr. Vontoure would like to place a restaurant on his property. A "C-S" would be the least disruptive to the neighborhood as it is the most restrictive of the commercial zoning districts and "C-S" zoning also allows residential uses. This means that existing homes affected by the re-zoning, if approved, would not be considered as non-conforming uses and be subject to the regulations governing them. Mr. Vontoure has letters of support from surrounding property owners for the re-zoning.

Attached for your consideration is an ordinance that would change the zoning map for the properties listed above from "R-2" to "C-S". Should Mr. Vontoure not open a restaurant on his property within one year from adoption of the ordinance or if the restaurant later closes permanently, then the ordinance provides for the zoning of the properties to revert to the "R-2" Medium Density Residential Zoning District.

Recommendation

I recommend that the City Council adopt an ordinance on first reading to rezone from "R-2" Medium Density Residential Zoning District to "C-S" Special Commercial Zoning District Lots 1, 2, and 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4, Bunn Addition, more commonly known as 1211 10th, 1311 10th, 1401 10th, 1405 10th and 1106 Hart.

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 LOTS 1, 2, AND 3, BLOCK 1, BUNN ADDITION, BLOCK 2, BUNN ADDITION, AND LOT 10A, BLOCK 4, BUNN ADDITION, MORE COMMONLY KNOWN AS 1211 10TH STREET, 1311 10TH STREET, 1401 10TH STREET, 1405 10TH STREET AND 1106 HART AVENUE FROM "R-2" MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO "C-S" SPECIAL COMMERCIAL 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 regular session on October 7, 2014 and held a public hearing on a zoning request by the City of Orange; and,

WHEREAS, the Commission voted unanimously 4-0 to recommend that the City Council approve this request to amend the zoning of Lots 1, 2, and 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4 Bunn Addition, more commonly known as 1211 10th Street, 1311 10th Street, 1401 10th Street, 1405 10th Street and 1106 Hart Avenue from "R-2" Medium Density Residential Zoning District to "C-S" Special Commercial Zoning District as shown highlighted in Exhibit "A"; now, therefore,

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

SECTION I

THAT, the zoning classification of Lots 1, 2, 3, Block 1, Bunn Addition, Block 2, Bunn Addition, and Lot 10A, Block 4, Bunn Addition, more commonly known as 1211 10th Street, 1311 10th Street, 1401 10th Street, 1405 10th Street and 1106 Hart Avenue as shown highlighted in Exhibit "A" shall be amended from "R-2" Medium Density Residential Zoning District to "C-S" Special Commercial 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. Should the owner of Bunn Addition, Block 4, Lot 10A, more commonly known as 1211 10th Street, not open a restaurant within one year from the final adoption of this ordinance or if the restaurant opens and then closes permanently, then this ordinance shall become null and void and all properties will revert to the "R-2" Medium Density Residential Zoning District.

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.

SECTION IV

THAT, this ordinance shall be effective after the second and final approval and publication as required in the Orange City Charter and state law.

PASSED and APPROVED on the first reading this the _____ day of _____, 2015.

PASSED, APPROVED, and ADOPTED on the final reading on this the ____ day of _____, 2015.

Jimmy Sims, Mayor

ATTEST:

APPROVED AS TO FORM:

Rhonda Haskins, City Secretary

City Attorney

DEPARTMENT OF PUBLIC WORKS

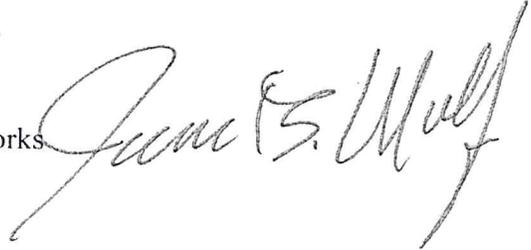
MEMORANDUM

January 27, 2015

To: Dr. Shawn Oubre, City Manager
Gail English, Finance Director

From: James B. Wolf, Director of Public Works

Re: Reimbursement Resolution



At the January 13, 2015 Council meeting, Council approved a motion authorizing the Director of Public Works to proceed with the recommendation that \$730,000.00 be used for capital expenditures, engineering and design, and operating reserves out of the Interest and Sinking Reserve bank account (Water/Sewer Bond Reserve Use FY 2015). Based on the \$730,000 that was approved, \$250,000 was estimated for Engineering and Design of certain wastewater and water system improvements. The proposed improvements are listed on Exhibit "A" (see Attachment No. 1).

Since the Engineering and Design are for improvements funded by a proposed \$10 million dollar bond issue, we have been advised by Messrs. Jim Gilley, Financial Advisor and Guy Goodson, Bond Council to present for Council approval a **RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED** (see Attachment No. 2).

If you agree please place on the next Council's agenda.

CITY OF ORANGE
EXHIBIT "A"
PROPOSED PROJECTS

A. WASTEWATER TREATMENT PLANT

| | |
|---|---------------------------|
| 1. Mechanical Bar Screen – Replace Existing Manual Screen | \$392,500 |
| 2. Gates | \$ 93,000 |
| 3. Final Clarifier | \$291,370 |
| 4. Belt Filter Press – Rehabilitation to Existing Equipment | \$332,500 |
| 5. Filter Media Drying Beds | \$298,140 |
| 6. Primary Effluent Pump Replacement | \$240,000 |
| 7. Repairs to Fixed Top Digester | \$980,000 |
| 8. Trickling Filter Repairs | \$ 85,000 |
| 9. Ultraviolet Disinfection | \$877,000 |
| 10. Grit Chamber – Replacement Modification | \$496,875 |
| 11. Intermediate Pump Station Replacement | <u>\$257,500</u> |
| Construction Sub-Total | \$4,343,885 |
| Contingency | \$ 639,000 |
| Engineering | <u>\$ 639,000</u> |
| WASTEWATER TOTAL ESTIMATED COST | <u>\$5,621,885</u> |

B. WATER SYSTEM IMPROVEMENTS

| | |
|-----------------------------------|---------------------------|
| 1. <u>Link Street Plant Site</u> | |
| A. Replace Tank Roof | \$628,760 |
| B. Replace Well Pump | \$ 71,566 |
| C. Replace Motor Control Center | <u>\$163,577</u> |
| SUB-TOTAL | \$863,903 |
| 2. <u>Meeks Drive Plant Site</u> | |
| A. New 500,000 Gal. GST | <u>\$679,797</u> |
| SUB-TOTAL | \$679,797 |
| 3. <u>Proposed New Plant Site</u> | |
| A. New 1200 GPM Well | \$660,600 |
| B. 500,000 Gal. GST | \$587,200 |
| C. Pump Station | \$495,450 |
| D. Generator | <u>\$ 91,750</u> |
| SUB-TOTAL | \$1,835,000 |
| Construction Sub-Total | \$3,378,700 |
| Contingency | \$ 499,400 |
| Engineering | <u>\$ 250,000</u> |
| WATER TOTAL ESTIMATED COST | <u>\$4,128,100</u> |

WASTEWATER AND WATER GRAND TOTAL **\$9,749,985**

CITY OF ORANGE, TEXAS

RESOLUTION NO. __

**RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED**

WHEREAS, the City of Orange, Texas (the “City”) desires to reimburse itself for costs associated with the projects more specifically described in **Exhibit “A”** (the “Projects”) from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof;

WHEREAS, the City is authorized to finance its activities by creating obligations, the interest on which is excludable from gross income for federal income tax purposes (“tax-exempt obligations”) pursuant to §103 of the Internal Revenue of 1986, as amended (the “Code”);

WHEREAS, the Internal Revenue Service and the U.S. Treasury Department have promulgated §1.150-2 of the Treasury Regulations (the “Regulations”) which authorize an issuer to reimburse itself for expenditures made with respect to projects prior to the issuance of tax-exempt obligations for such projects;

WHEREAS, the City acknowledges that it will make, or has made not more than 60 days prior to the date hereof, payments with respect to the Projects; and

WHEREAS, the City acknowledges that it expects to issue tax-exempt obligations to reimburse itself for the costs associated with the Projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange, Texas that:

Section 1. The City declares its official intent pursuant to Regulation §1.150-2 to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the Projects from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. The City reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse for costs associated with the Projects will not exceed \$10,000,000.

Section 3. The terms that are defined in the recitals to this Resolution are hereby adopted and incorporated in this Resolution.

Section 4. The City Council of the City (“City Council”) hereby finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been

open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

[Execution Pages to Follow]

PASSED AND APPROVED this ____ day of _____, 2015.

City of Orange, Texas

By: _____
Mayor

ATTEST:

City Secretary

(SEAL)

APPROVED AS TO FORM:

City Attorney

CONVENTION & VISITORS BUREAU

MEMORANDUM

DATE: February 3, 2015
TO Dr. Shawn Oubre, City Manager
FROM: Jay Trahan, EDC/CVB Director
RE: **Art in the Park 2015**

The City of Orange Convention & Visitors Bureau (CVB) sponsors Art in the Park each year and this year the event is scheduled for Saturday, March 21, 10 a.m. – 5 p.m. In an effort to create synergy with the Bassmaster's Elite Series Fishing Tournament, which is scheduled March 19 – 22, Stark Park is proposed as the site for this year's Art in the Park event.

Subject to your review and approval, please place the attached Agreement between the Stark Foundation and the City of Orange as an agenda item for the next City Council meeting for formal approval.

If you need additional information, please contact me at extension 1077.

NELDA C. AND H.J. LUTCHER STARK FOUNDATION

January 24, 2015

Re: 2015 Art in the Park

Mr. Shawn Oubre
City Manager
City of Orange
P.O. Box 520
Orange, TX 77630

Dear Shawn:

I am enclosing an original document entitled "License Agreement, Indemnity and Release" for the 13th Annual Art in the Park Event, which has been signed by Walter Riedel, as President and CEO of the Nelda C. and H.J. Lucher Stark Foundation. Please review and if everything is in order, initial each page and sign page 4 in the presence of a public notary. Upon completion, please forward the fully executed original to me for further handling, together with the City's insurance information and certificate as agreed in the document and retain a copy for your files. If you have any questions in this regard, please let me know.

Sincerely,



Phyllis Woodford
Legal Assistant

Enclosures

cc: Ms. Ashley Mahana
Orange Convention and Visitors Bureau
P.O. Box 520
Orange, TX 77630

LICENSE AGREEMENT, INDEMNITY AND RELEASE

This License Agreement, Indemnity and Release is made by and between the Nelda C. and H.J. Lutchter Stark Foundation ("Foundation") and the Orange Convention and Visitors Bureau ("Licensee", whether one or more) for use by Licensee of that certain property commonly known as Stark Park as well as certain property adjacent to Stark Park, as such property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

The Licensee desires to exercise certain rights and privileges upon the Property in connection with an event commonly known as "Art in the Park" (the "Event"), which involves the display, exhibiting and/or sale of various objects of art and related items as well as spaces for artists, vendors and other participants related to the Event. The Foundation is willing to permit the Licensee and its invitees, sublicense, agents, employees and contractors (collectively "Licensee Parties") to use the Property as needed by the Licensee for the Event, as set forth below, and for no other purpose.

The Foundation and the Licensee agree as follows:

1. License to Use Property. The Foundation grants unto the Licensee and Licensee Parties the nonexclusive right to use the Property that is particularly described on Exhibit "A" attached hereto and incorporated herein by reference in connection with the Event as described above, including the assembly and disassembly of booths, displays and other apparatus relating to the Event as may be erected, displayed and operated by the Licensee and/or any Licensee Parties, and for no other purpose. Notwithstanding anything to the contrary herein, Licensee must permit booth space for the Event to any and all of the Foundation's venues (being the Stark Cultural Venues, including Shangri La Botanical Gardens and Nature Center, the Stark Museum of Art, The W.H. Stark House, and the Lutchter Theater) that may elect to participate in the Event at no cost or other obligation to the venue(s).

2. License Fee. In consideration of the license granted, the Licensee shall pay to the Foundation the sum of One and No/100 Dollars (\$1.00), which is due on the execution of this Agreement.

3. Extent of License. Any Licensee Parties may use the Property for the Event described above, including the placement of temporary seating, audio equipment, decorations and other items pertinent to and relating to the Event, except as otherwise provided below, so long as such equipment and other items can be placed, moved, operated and/or removed without causing permanent damage to the Property or otherwise affecting the condition of the Property as it existed at the commencement of the License. Specifically, any decorations, equipment or other items furnished by any Licensee Parties relating to the Event must not damage or otherwise affect either the natural elements of the Property or any other attributes or improvements of the Property.

Any items of artistic expression or elements that are not degradable or easily removed from the Property are not permitted for use on the Property under this License. Under no circumstances during the term of this license may any of the Licensee Parties use or caused to be used as part of the permitted purpose for use of the Property herein any hazardous or toxic substances or materials. All items relating to the Event must be removed from the Property immediately following the conclusion of the Event, or upon any other termination or expiration of the License, and the Property returned to the condition in which it existed prior to the Event.

Licensee Parties will be responsible for the set up of all components necessary for the commencement and completion of the Event. The Foundation will not furnish any assistance or otherwise undertake any effort to ensure the occurrence of the Event on the Property. The Foundation does not warrant that Property will be fit for the purpose for which its venue is sought. The Licensee will

be responsible for identifying and obtaining any use permits and licenses that may be required for the Event under applicable state and local laws and regulations. The Licensee agrees that all aspects and components of the Event will comply with Texas law and local municipal ordinances.

In consideration for the use of the Property hereunder, Licensee agrees that all exhibits, objects and items that may be displayed, exhibited or sold, as well as any spaces that may be occupied for purposes of providing information, goods or services, must be in good taste and in keeping with traditional elements of general artistic themes. The Foundation reserves the right to reject or remove and/or remove or modify any vendor, booth, exhibit, object, item, signage, materials, information, communication or other presentation that fails to meet these standards or that is otherwise unacceptable or inappropriate for the Event and/or for the Property, including but not limited to any participant, vendor, exhibitor, or artist, as the Foundation may determine in its sole discretion.

In furtherance of the right to reject, remove or modify that is reserved to the Foundation hereunder, Licensee must provide the Foundation with a list of applicants seeking booth space at the Event, including but not limited to prospective exhibitors, vendors and other presenters, which list must be provided by Licensee to Foundation for review and approval prior to Licensee's acceptance of Event participants. The provision of the prospective vendor list and the timing for such review by the Foundation will be mutually agreed by and between the Foundation and Licensee.

4. Nonassignable. This license is personal to Licensee. It is not assignable, and any attempt to assign this license will terminate the license.

5. Term of License. The License to use the Property for the Event will commence at 6:00 a.m. on Saturday, March 21, 2015 and continue until 6:00 p.m. on Saturday, March 21, 2015, at which date and time this License will expire.

6. Disclaimer of Liability and Release. The Licensee accepts the Property described herein AS-IS, WHERE IS, and in its current condition. The Licensee acknowledges that it has had an opportunity to inspect the Property prior to the date of this Agreement and that it has found the Property to be fully acceptable for the permitted purpose by it of the Property, being the Event as described above. Under no circumstances will the Foundation be liable to any of the Licensee Parties for any liabilities arising out of, or alleged to have arisen out of, any injury to, disease of, or death of any person due to the presence on or about the Property of any Licensee Parties, or any property of any of the Licensee Parties, and Licensee hereby releases the Foundation and its officers, directors, agents, representatives and employees from any and all such liabilities.

7. INDEMNIFICATION: To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance provided by Licensee in accordance with Section 8 below, Licensee will indemnify and hold harmless Foundation and its officers, directors, agents, representatives and employees (collectively "Released Parties") from and against (a) any and all damages, costs, losses or expenses for the repair, replacement or restoration of the Property and any of the Foundation's equipment, materials, structures and facilities on the Property that are damaged, destroyed or found to be defective as a result of the negligent acts or omissions of any Licensee Parties; and (b) any and all claims, demands, causes of action, liabilities, suits, liens, damages, losses, costs and expenses (including reasonable attorneys' fees for investigating and defending claims and demands) (collectively "Liabilities") that may be asserted against any of the Released Parties for (1) any injury to, illness/disease of, or death of any person (including but not limited to invitees, licensees and trespassers) or (2) any damage to or loss of the property of



any person (including but not limited to the Licensee, its contractors, subcontractors, concessionaires, vendors, agents, representatives or employees), received or sustained by any person or property arising out of, or alleged to have arisen out of (i) the presence on or use of the Property by any Licensee Parties, or presence on or use of any property of any Licensee Parties, whether for the permitted purpose stated herein or as a result of any negligent act or omission of the Licensee, Licensee's Permitted User, or trespassers in or about the Property, (ii) any condition or fault that now exists on the Property, including any disrepair, damage, defect or improper construction of the any part of the appurtenances thereon, or (iii) as a result of a violation of any provision of this Agreement or addenda, no matter how or to whom such loss may occur and regardless of whether or not such claim, damage, loss or expense is caused or contributed to by a Released Party hereunder.

If any of the Released Parties is faced with a legal claim by a third party arising out of actual or alleged negligence, gross negligence, willful misconduct, violation of applicable laws (including but not limited to immigration laws, rules, regulations or policies) of Licensee Parties, or a breach of any provision of this Agreement, then Licensee will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine, penalty, damage, cost or other amount that may be imposed on the Released Parties as a result of the claim. The obligations of Licensee under this section include claims arising out of the acts of omissions of any of Licensee Parties, including any person to whom Licensee has given access to the Event or the Property, and any person who may gain access to the Event or Property as a result of Licensee's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Licensee. Released Parties may choose legal counsel to defend any claim, provided such decisions must be reasonable and promptly communicated to Licensee. Licensee must comply with Released Parties' reasonable requests for assistance and cooperation in the defense of the claim. Released Parties may not settle a claim without Licensee's consent, although such consent may not be unreasonably withheld. Licensee must pay expenses due under this Section as Released Parties incur them.

Without limiting the effects of Paragraph 9 below, the obligation of this Paragraph 7 survives the expiration or earlier termination of this License Agreement and shall extend to and bind the Licensee (including Licensee Parties) and its successor and assigns.

8. Insurance. The Licensee shall at all times during the effective period of this License maintain in effect comprehensive commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for personal injury claims and in an amount of not less than \$1,000,000 per occurrence for property damage claims. Such insurance coverage must be and remain in force throughout the term of this Agreement. This insurance is to be carried by one or more insurance companies authorized or admitted to transact business in Texas. Before the commencement of the effective period of this License Agreement, the Licensee must name the Foundation as an additional insured on such policy or policies for any liability for property damage or personal injury arising from the Licensee's use of the Property, and the Licensee must present to the Foundation a true and correct copy of the Certificate of Insurance evidencing such coverage and evidencing the inclusion of the Foundation as an additional insured.

9. Termination of License. The Foundation may terminate the license granted to the Licensee hereunder by providing the Licensee with three (3) days' notice in writing. The Licensee may terminate its rights under this license at any time by giving the Foundation notice of its intention to abandon use of



the Property for the Event. Upon termination of the license granted hereunder, whether on or before the expiration of this License by its term under Paragraph 4 hereinabove, the Licensee agrees to remove any equipment, decorations and other items relating to the Event from the Property, all without causing damage to any part of the Property. The Licensee further agrees that upon the removal of any such equipment, decorations and items, it will restore at its expense any portion of the Property to its condition as of the date of this Agreement.

10. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas. Any action maintained to construe this Agreement or enforce the rights of a party hereunder shall be brought in the District Courts of Orange County, Texas.

11. Binding Effect. This Agreement shall be binding upon the Foundation and the Licensee, their respective successors and assigns, and any contractor, subcontractor, agent, representative, invitee, sublicensee or employee of the Licensee, except that the Licensee may not assign or otherwise transfer any of its rights or duties under this Agreement without the prior consent of the Foundation.

Executed on this 21st day of January, 2015.

LICENSOR:

NELDA C. AND H.J. LUTCHER
STARK FOUNDATION

By: [Signature]
Walter G. Riedel III, President and CEO

LICENSEE:

ORANGE CONVENTION AND VISITORS BUREAU

By: _____
Shawn Oubre, City Manager
City of Orange, Texas

STATE OF TEXAS
COUNTY OF ORANGE

This instrument was acknowledged before me by Walter G. Riedel III, as President and CEO of the Nelda C. and H.J. Lutchter Stark Foundation, a Texas nonprofit corporation, on the 21st day of January, 2015.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF ORANGE

This instrument was acknowledged before me by Shawn Oubre, as City Manager of the City of Orange, Texas, a home-rule municipality, for and on behalf of the Orange Convention and Visitors Bureau, on the ___ day of _____, 2015.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

The property for which a license is granted to the City of Orange, Texas under that certain License Agreement for the Art in the Park 2015 Event is more particularly described as follows:

Being that certain property located at 711 Green Ave. in the City of Orange, Texas, which property is more commonly known as Stark Park (the "Stark Park block"), as well as that certain adjacent property commonly known as 805 Main (also 806 Front) which constitutes the unimproved green space and adjacent open parking area on and about the block directly to the south of City Hall and bordered by Main, 7th, Front and 8th (excepting the improvement and fenced area on that block) (the "Main St. Property") and, also, the area outside of the front lobby of the Lutchter Theater that is immediately adjacent to center of the circular drive in front of the Theater building (the "exterior Theater area").

The exterior Theater area includes the circular drive in front of the Theater building, as well as the hardscape, covered area between the center of the circular driver and the front doors to the Theater lobby. This area also necessarily includes the sidewalks and landscaped areas in the immediate vicinity which are adjacent to this particular area (although pedestrian and/or vehicular traffic on any grassy or landscaped areas around the Theater building should not be allowed by Licensee). The parties agree that the term "exterior Theater area" will also include use of the Lutchter Theater parking lot in connection with the Event.

The Stark Park block, the Main St. Property, and the exterior Theater area are collectively referred to in the License Agreement, Indemnity and Release to which this Exhibit "A" is attached as "the Property" for purposes of this License.



A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT, INDEMNITY AND RELEASE WITH THE NELDA C. AND H. J. LUTCHER STARK FOUNDATION FOR THE USE OF STARK PARK FOR THE 13TH ANNUAL ART IN THE PARK, MARCH 21, 2015.

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

That the City Manager of the City of Orange, Texas is hereby authorized to enter into a license agreement, indemnity and release with the Nelda C. And H. J. Lutcher Stark Foundation for the use of Stark Park for the 13th Annual Art in the Park, March 21, 2015.

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

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

ECONOMIC DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: February 3, 2015

TO: Dr. Shawn Oubre, City Manager

FROM: Jay Trahan, EDC Director

RE: **Shangri La Trash-Off at City of Orange Boat Ramp**

Please see the attached letter of request and License Agreement submitted by the Stark Foundation for the use of the City of Orange Boat Ramp for the Shangri La Community Trash-Off, which is scheduled for Saturday, February 28, 2015.

In the event, inclement weather forces cancellation of the February 28 event, it will be rescheduled for Saturday, March 7, 2015.

Subject to your review and approval, please place the attached Agreement on the next City Council agenda for formal approval. Please contact me at extension 1077 for additional information.

NELDA C. AND H.J. LUTCHER STARK FOUNDATION

January 28, 2015

**Re: License Agreement, Indemnity and Release for
Shangri La Community Trash-Off Event at City of Orange Boat Ramp**

Mr. Jay Trahan, Director
Orange Economic Development Corporation
P.O. Box 520
Orange, TX 77631-0520

Dear Jay:

I am enclosing an original document entitled "License Agreement, Indemnity and Release" for the Shangri La Community Trash-Off Event, which has been signed by Walter Riedel, as President and CEO of the Nelda C. and H.J. Lutcher Stark Foundation. It is my understanding that you have communicated with Rick Lewandowski, Director of Shangri La, in this regard and that you requested that we prepare and provide the appropriate documentation for use of the City of Orange Boat Ramp area in conjunction with the Trash-Off Event.

Please review and if everything is in order as discussed with Mr. Lewandowski, please direct this document to Shawn Oubre, City Manager, for review and completion by initialing each page and signing page 4 in the presence of a notary public.

Upon completion, please forward the fully executed original to me. If you have any questions in this regard, please let me know.

Sincerely,



Phyllis Woodford
Legal Assistant

Enclosure: License Agreement

cc: Rick Lewandowski

LICENSE AGREEMENT, INDEMNITY AND RELEASE

This License Agreement, Indemnity and Release is made by and between the City of Orange, Texas ("City") and the Nelda C. and H.J. Lutchter Stark Foundation ("Licensee", whether one or more) for use by Licensee of that certain property commonly known as the City of Orange Boat Ramp located along the Sabine River off Simmons Drive in Orange, Texas (the "Property").

The Licensee desires to exercise certain rights and privileges upon the Property in connection with an event commonly known as the "20th Anniversary Community Trash-Off" (the "Event"), which involves the organization of members of the community to join together to clean up the streets of Orange, West Orange, Pinehurst as well as the banks of Adams Bayou and the Sabine River. The City is willing to permit the Licensee and its invitees; agents; representatives; employees; and contractors; including, but not necessarily limited to, agents, representatives and employees of Licensee's program commonly known as the Shangri La Botanical Gardens and Nature Center (collectively "Licensee Parties") to use the Property as needed by the Licensee for the Event, as set forth below, and for no other purpose.

The City and the Licensee agree as follows:

1. License to Use Property. The City grants unto the Licensee and Licensee Parties the nonexclusive right to use the Property in connection with the Event as described above, including the placement and removal of tables, garbage cans, booths, displays and other apparatus relating to the Event as may be erected, displayed and operated by the Licensee and/or any Licensee Parties, and for no other purpose.

2. License Fee. In consideration of the license granted, the Licensee will pay to the City the sum of One and No/100 Dollars (\$1.00), which is due on the execution of this Agreement.

3. Extent of License. Any Licensee Parties may use the Property for the Event described above, including the placement of temporary tables, seating, audio equipment, containers, decorations and other items pertinent to and relating to the Event, except as otherwise provided below, so long as such equipment and other items can be placed, moved, operated and/or removed without causing permanent damage to the Property or otherwise affecting the condition of the Property as it existed at the commencement of the License. Specifically, any decorations, equipment or other items furnished by any Licensee Parties relating to the Event must not damage or otherwise affect either the natural elements of the Property or any other attributes or improvements of the Property.

Items that are not easily removed from the Property are not permitted for use on the Property under this License. Under no circumstances during the term of this license may any of the Licensee Parties use or cause to be used as part of the permitted purpose for use of the Property herein any hazardous or toxic substances or materials. All items relating to the Event must be removed from the Property immediately following the conclusion of the Event, or upon any other termination or expiration of the License, and the Property returned to the condition in which it existed prior to the Event, with the exception of trash and garbage that may be collected and placed in garbage containers, dumpsters and/or receptacles owned, operated, obtained or otherwise utilized by the City at the Property, whether as part of regular site operations (garbage cans) or for the Event (large dumpsters), which waste will be separately removed by the City or its service provider as part of a regularly-scheduled trash pickup or dumpster removal.



Except as provided below, Licensee Parties will be responsible for the set up of all components necessary for the commencement and completion of the Event. The City will not furnish any assistance or otherwise undertake any effort to ensure the occurrence of the Event on the Property, with the exception of ensuring (1) that Licensee Parties have access to any restroom facilities that may be located at the Property and that such facilities are properly stocked with toilet paper and soap, including the portable toilets to be furnished and placed by the City at the Property; (2) that the electrical outlets located at the pavilion on the Property are in working order; and (3) that large dumpsters are furnished and placed at the Property for the Event. The City does not warrant that the Property will be fit for the purpose for which its venue is sought. The Licensee will be responsible for identifying and obtaining any use permits and licenses that may be required for the Event under applicable state and local laws and regulations. The Licensee agrees that all aspects and components of the Event will comply with Texas law and local municipal ordinances.

In consideration for the use of the Property hereunder, Licensee agrees that all exhibits, objects and items that may be displayed or exhibited, as well as any spaces that may be occupied for purposes of providing information, goods or services, must be in good taste and in keeping with elements that are suitable for community events that are open to the general public. The City reserves the right to reject or remove and/or remove or modify any exhibit, object, item, signage, materials, information, communication or other presentation that fails to meet these standards or that is otherwise unacceptable or inappropriate, as the City may determine in its sole discretion.

4. Nonassignable. This license is personal to Licensee. It is not assignable, and any attempt to assign this license will terminate the license.

5. Term of License. The License to use the Property for the Event will commence at 6:00 a.m. on Saturday, February 28, 2015 (the "Event Date") and continue until 5:00 p.m. on the same day, at which time this License will expire. If the Event is postponed due to inclement weather or is unable to occur on the Event Date for any other reason, the City and Licensee acknowledge and agree that the Event will be rescheduled to occur the following Saturday, March 7, 2015 (the "Alternate Date"), and that the License granted hereunder to Licensee will be extended to and cover the Alternate Date as if it were the Event Date, with all other terms and conditions of this Agreement remaining unchanged.

6. Disclaimer of Liability and Release. The Licensee accepts the Property described herein AS-IS, WHERE IS, and in its current condition. The Licensee acknowledges that it has had an opportunity to inspect the Property prior to the date of this Agreement and that it has found the Property to be fully acceptable for the permitted purpose by it of the Property, being the Event as described above. Under no circumstances will the City be liable to any of the Licensee Parties for any liabilities arising out of, or alleged to have arisen out of, any injury to, disease of, or death of any person due to the presence on or about the Property of any Licensee Parties, or any property of any of the Licensee Parties, and Licensee hereby releases the City and its officers, directors, agents, representatives and employees from any and all such liabilities.

7. INDEMNIFICATION: Licensee will indemnify and defend the City and its officers, directors, agents, representatives and employees (collectively "Released Parties") from and against (a) any and all damages, costs, losses or expenses for the repair, replacement or restoration of the Property and any of the City's equipment, materials, structures and facilities on the Property that are damaged, destroyed or found to be defective as a result of the negligent acts or omissions of any Licensee Parties; and (b) any and all claims, demands, causes of action, liabilities, suits, liens, damages, losses, costs and expenses (including reasonable attorneys' fees for investigating and defending claims and

demands) (collectively "Liabilities") that may be asserted against any of the Released Parties for (i) any injury to, illness/disease of, or death of any of any Licensee Parties or (ii) any damage to or loss of the property of any of Licensee Parties arising out of, or alleged to have arisen out of (a) the presence on or use of the Property by any Licensee Parties, or (b) any condition or fault that now exists on the Property, including any disrepair, damage, defect or improper construction of the any part of the appurtenances thereon.

Licensee's indemnity and release shall apply to any and all Liabilities arising from the Event, unless such Liabilities arise from the negligence, gross negligence or willful misconduct of the Released Parties. Without limiting the effects of Paragraph 9 below, the obligation of this Paragraph 7 survives the expiration or earlier termination of this License Agreement and shall extend to and bind the Licensee (including Licensee Parties) and its successor and assigns.

8. Insurance. The Licensee shall at all times during the effective period of this License maintain in effect comprehensive commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for personal injury claims and in an amount of not less than \$1,000,000 per occurrence for property damage claims. Such insurance coverage must be and remain in force throughout the term of this Agreement. This insurance is to be carried by one or more insurance companies authorized or admitted to transact business in Texas.

Before the commencement of the effective period of this License Agreement, the Licensee must name the City as an additional insured on such policy or policies for any liability for property damage or personal injury arising from the Licensee's use of the Property and/or the occurrence of the Event on or about the Property. Licensee must present to the City a true and correct copy of the Certificate of Insurance evidencing such coverage and evidencing the inclusion of the City as an additional insured, together with a copy of the Additional Insured endorsement.

9. Termination of License. The City may terminate the license granted to the Licensee hereunder at any time by giving Licensee written notice of termination. The Licensee may terminate its rights under this license at any time by giving the City notice of its intention to abandon use of the Property for the Event.

Upon termination of the license granted hereunder, whether on or before the expiration of this License by its term under Paragraph 4 hereinabove, the Licensee agrees to remove any equipment, decorations and other items relating to the Event from the Property, other than items and equipment furnished by the City, all without causing damage to any part of the Property. The Licensee further agrees that upon the removal of any such equipment, decorations and items, it will restore at its expense any portion of the Property to its condition as of the date of this Agreement.

10. Governing Law. This Agreement will be construed in accordance with the laws of the State of Texas. Any action maintained to construe this Agreement or enforce the rights of a party hereunder must be brought in the District Courts of Orange County, Texas.

11. Binding Effect. This Agreement is be binding upon the City and the Licensee, their respective successors and assigns, and any contractor, subcontractor, agent, representative, invitee, sublicensee or employee of the Licensee, except that the Licensee may not assign or otherwise transfer any of its rights or duties under this Agreement without the prior consent of the City.

Executed on this 28th day of January, 2015.

LICENSOR: CITY OF ORANGE, TEXAS

By: _____
Shawn Oubre, City Manager

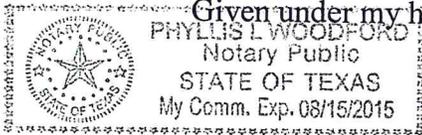
LICENSEE: NELDA C. AND H.J. LUTCHER
STARK FOUNDATION

By: _____
Walter G. Riedel III, President and CEO

STATE OF TEXAS §
 §
COUNTY OF ORANGE §

Before me, the undersigned notary public, on this day personally appeared Shawn Oubre, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Orange, Texas, a Texas home rule municipality, as its City Manager, for the purposes and consideration therein expressed

Given under my hand and seal of office this 28th day of January, 2015.



Phyllis Woodford
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF ORANGE §

Before me, the undersigned notary public, on this day personally appeared Walter G. Riedel III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the Nelda C. and H.J. Lutcher Stark Foundation, a Texas nonprofit corporation, as its President and CEO, for the purposes and consideration therein expressed

Given under my hand and seal of office this ____ day of January, 2015.

NOTARY PUBLIC, STATE OF TEXAS

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT, INDEMNITY AND RELEASE WITH THE NELDA C. AND H. J. LUTCHER STARK FOUNDATION FOR THE USE OF THE CITY OF ORANGE BOAT RAMP FOR THE SHANGRI LA COMMUNITY TRASH OFF, FEBRUARY 28, 2015.

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

That the City Manager of the City of Orange, Texas is hereby authorized to enter into a license agreement, indemnity and release with the Nelda C. And H. J. Lutcher Stark Foundation for the use of the City of Orange Boat Ramp for the Shangri La Community Trash Off, February 28, 2015.

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

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

M E M O R A N D U M
February 2, 2015

TO: James B. “Jim” Wolf, Director of Public Works
FROM: Gay Ferguson, Grants Planner
RE: Cooper’s Gulley - Revision 12

The attached Budget Revision 12 for the Coopers Gully Pump Station & Equipment, Hurricane Ike Disaster Recovery Grant DRS 210131, GLO Project No. 12-206-000-5506 is to adjust for the engineering fees needed to complete the project from the procurement process revisions through to completion.

This increase will come from an amount allocated to planning and project delivery.

This increase of \$15,000 is needed due to a savings realized during the original procurement process. The City was able to add additional pumps and motors and with the resulting expanded procurement process revisions the engineering fees have increased above the original amount. The savings allowed the city to:

- Purchase of one (1) new 48” electric motor driven pump
- Purchase of two (2) 150 hp, 36” electric motor driven pumps & motors

The budget revision as attached in “Exhibit A” shows all of the track changes for the project and includes the revision for the additional engineering fees.

Please place the attached resolution on the City Council agenda for the regularly scheduled meeting to be held on Tuesday, February 10, 2015.

RESOLUTION AUTHORIZING REVISION 12 REALLOCATING FUNDS FROM PLANNING AND PROJECT DELIVERY TO ENGINEERING SERVICES, HURRICANE IKE DISASTER RECOVERY GRANT DRS 210131, GLO CONTRACT NO. 12-206-00-5506.

WHEREAS, the City of Orange was awarded disaster relief funding under Hurricane Ike Disaster Recovery Program Grant DRS 210131 GLO Contract No. 12-206-00-5506, Round 2.1; and

WHEREAS, the City of Orange entered into agreement with Carroll & Blackman for Engineering Services

WHEREAS, the additional funds are needed to see the project from procurement through project completion; therefore,

BE IT RESOLVED that this budget revision, as shown in Attachment A; is,

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

Jimmy Sims, Mayor

ATTEST:

APPROVED AS TO FORM:

Rhonda Haskins, City Secretary

City Attorney

EXHIBIT A

CITY OF ORANGE

| <u>LINE</u> | <u>CATEGORIES</u> | <u>CONTRACT</u> <u>FUNDS</u> | <u>OTHER</u> <u>FUNDS</u> | <u>TOTAL</u> |
|-------------|--|---------------------------------|------------------------------|---------------------|
| 4. | Street Improvements | \$ 1,241,774 | \$ | \$ 1,241,774 |
| | | 1,243,676.17 | | 1,243,676.17 |
| 5. | Flood and Drainage Facilities | \$ 0 | \$ 130,506 | \$ 0 |
| | Cooper's Gully <u>SCADA Construction</u> | 2,138,424 | | 2,138,424 |
| | | 1,602,062.20 | | 1,602,062.20 |
| | Cooper's Gully Pumps & Motors | 946,076 | | 946,076 |
| | | 942,076.00 | | 942,076.00 |
| | Cooper's Gully Trash Rack | 965,500 | | 965,500 |
| | Cooper's Gully Additional Pumps & Motors | 0.00 | | 0.00 |
| | | 609,359.00 | | 609,359.00 |
| 30. | Engineering/Architectural Serv. (Total for all construction accounts) | \$ 959,920 | \$ | \$ 959,920 |
| | | 974,920 | | 974,920.00 |
| 33. | Planning / Project Delivery | \$ 149,444 | \$ | \$ 149,444 |
| | | 63,544.63 | | 63,544.63 |
| | TOTALS | \$ 6,401,138 | \$ 130,506 | \$ 6,431,644 |

City of Orange Local Funds from Insurance

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MEMORANDUM

To: Dr. Shawn Oubre Ph.D., City Manager
From: Kelvin Knauf, Director of Planning and Community Development *KEK*
Subject: Award of Bids-Demolition of Structures
Date: February 3, 2015

Background

On January 28, 2015 the City opened sealed bids for the demolition of substandard residential structures. The demolition costs are being paid through CDBG funds.

Recommendation

I recommend that the City Council award the bid to Lark Group, Inc. for the demolition of substandard residential structures at the following locations:

| | |
|-------------------------|-------------|
| 802 Texas Street | \$3,000.00 |
| 1005 Texas Street | \$4,000.00 |
| 407 Rhode Island Street | \$4,200.00 |
| 801 Sholars Avenue | \$3,200.00 |
| 1009 Cooper Avenue | \$4,500.00 |
| 2037 Simpson Street | \$3,500.00 |
| 1205 Link Avenue | \$3,500.00 |
| 3318 20th Street | \$6,000.00 |
| | <hr/> |
| Total | \$31,900.00 |

**A RESOLUTION AWARDING THE BID FOR THE DEMOLITION OF
SUBSTANDARD RESIDENTIAL STRUCTURES TO LARK GROUP, INC.
IN THE AMOUNT OF \$31,900.00.**

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

That the bid be awarded to Lark Group, Inc. for the demolition of substandard residential structures at the following locations: 802 Texas Street, 1005 Texas Street, 407 Rhode Island Street, 801 Sholars Avenue, 1009 Cooper Avenue, 2037 Simpson Street, 1205 Link Avenue, and 3318 20th Street in the amount of THIRTY-ONE THOUSAND, NINE HUNDRED AND 00/100 (\$31,900.00) DOLLARS.

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

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

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

APPROVED:

City Attorney

City of Orange, Texas
Identity Theft Prevention Program - As Reviewed February 2015
Water, Sewer and Garbage Utilities

The Federal Trade Commission has adopted rules relating to identity theft and “red flags” pursuant to the Fair and Accurate Credit Transaction (FACT) Act of 2003. The City of Orange Identity Theft Prevention Program is designed in accordance with the FACT Act of 2003 and goes into effect November 1, 2008

This program is intended to identify red flags that will alert our employees when new or existing accounts are opened using false information, protect against the establishment of false accounts, methods to ensure existing accounts were not opened using false information, and measures to respond to such events.

A. Contact Information:

1. Gail English
Director of Finance
409-883-1041

2. Ramie Howlett
Customer Service Manager
409-883-1065

B. The Governing Body Members of the City of Orange are:

- | | | |
|----|-------------------|------------------------------------|
| 1. | Jimmy Sims | Mayor |
| 2. | Theresa Beauchamp | Council Member District 1 |
| 3. | Tommy Ferguson | Council Member District 2 |
| 4. | Essie Bellfield | Council Member District 3 |
| 5. | Mary McKenna | Council Member District 4 |
| 6. | Bill Mello | Council Member At Large Position 5 |
| 7. | Larry Spears, Jr. | Council Member At Large Position 6 |

C. Risk Assessment:

The City of Orange has conducted an internal risk assessment to evaluate how at risk the current procedures are at allowing customers to create a fraudulent account and evaluate if current (existing) accounts are being manipulated. This risk assessment evaluated how new accounts are opened and the methods used to access the account information. Using this information the City was able to identify red flags that were appropriate to prevent identify theft. The present methods for establishing and/or assessing account information are:

City of Orange, Texas
Identity Theft Prevention Program - As Reviewed February 2015
Water, Sewer and Garbage Utilities

1. New accounts are opened in person.
2. New accounts are opened via telephone.
3. New accounts are opened via fax.
4. Account information can be accessed in person.
5. Account information can be accessed via telephone (person).
6. Account information can be accessed via the internet.

D. Detection (Red Flags):

The City of Orange adopts the following red flags to detect potential fraud. These are not intended to be all-inclusive and other suspicious activity may be investigated as necessary.

1. Identification documents appear to be altered.
2. Photo and physical description do not match information provided by applicant.
3. Other information is inconsistent with information provided by applicant.
4. Other information provided by applicant is inconsistent with information on file.
5. Application appears altered or destroyed and reassembled.
6. Personal information provided by applicant does not match other sources of information.
7. Social Security number, address or telephone number is the same as that of other customer at utility.
8. Customer fails to provide all information requested.
9. Personal information provided is inconsistent with information on file for a customer.
10. Applicant cannot provide information requested beyond what could commonly be found in purse or wallet.

E. Responses to Red Flags:

Any employee that may suspect fraud or detect a red flag will implement the following response as applicable. All detections or suspicious red flags shall be reported to the management officials.

1. Ask applicant for additional documentation.
2. Notify management. Any City employee who becomes aware of a suspected or actual fraudulent use of a customer or potential customers identity must notify the Customer Service Manager or Director of Finance.
3. Do not open the account.
4. Close the account.
5. Do not attempt to collect against the account, but notify authorities.

City of Orange, Texas
Identity Theft Prevention Program - As Reviewed February 2015
Water, Sewer and Garbage Utilities

F. Personal Information Security Procedures

The City of Orange adopts the following security procedures:

1. Paper documents, files and electronic media containing secure information will be stored in file cabinets. File cabinets will be stored in area with controlled access (pass card).
2. Only specially identified employees with a legitimate need will have access to the room and cabinets.
3. Files containing personally identifiable information are kept in room with controlled access (pass card).
4. Employees will not leave sensitive papers out on their desks when they are away from their workstations.
5. Employees store files when leaving their work areas.
6. Employees log off their computers when leaving their work areas.
7. Computer passwords are required.
8. User names and passwords will be different.
9. Passwords will not be shared or posted near workstations.
10. Paper documents that have been scanned into the City's computer software system will then be shredded.
11. When installing new software, immediately change vendor-supplied default passwords to new secure passwords.
12. The computer network will have a firewall where the network connects to the Internet.
13. Check references and do background check before hiring new employees who will have access to sensitive data.
14. New employees sign an agreement to follow the City's Identify Theft Prevention Program for handling sensitive data.
15. Procedures exist for making sure that workers who leave City employment, or transfer to another department, no longer have access to sensitive information.
16. Employees will be alert to attempts at phone phishing.
17. Employees who violate security policy are subjected to discipline, up to and including dismissal.
18. Paper records will be shredded before being placed into the trash.
19. Paper shredders will be available in the office.
20. Any data storage media will be disposed of by shredding or punching holes.
21. The City will implement a regular schedule of employee training on identify theft prevention and security standards.
22. Anti-virus and anti-spyware programs will be run on individual computers on a consistent time table.

City of Orange, Texas
Identity Theft Prevention Program - As Reviewed February 2015
Water, Sewer and Garbage Utilities

F. Identify Theft Prevention Program Review and Approval

The City will review the plan on an annual basis for effectiveness of the policies and procedures.

This plan has been reviewed and adopted by the City of Orange, City Council. Appropriate employees will be trained on the contents and procedures of this Identity Theft Prevention Program.

Adopted:

City of Orange, Texas

Jimmy Sims, Mayor

Date

MOTION

Motion acknowledging the review and adoption of the City of Orange, Identity Theft Prevention Program.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

_____, 2015

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

January 28, 2015

To: Shawn Oubre, City Manager
From: James B. Wolf, Public Works Director
Re: Request to Declare Surplus Property
Unit 0102FW



We would like to auction off the dump truck Unit 0102FW on the Rene Bates Auctioneer web site. The unit is a 1996 with 124,424 miles. The above dump truck has been replaced and is no longer needed. Therefore, we respectfully request your approval for Council to declare the referenced as surplus property. If you agree please place on the next Council's agenda.

MOTION

Motion declaring equipment (1996 Dump Truck, Unit 0102FW) as surplus and authorizing disposal by auction through René Bates Auctioneers, Inc.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

February 10, 2015



ORANGE COUNTY MOSQUITO CONTROL DISTRICT

409/883-5717
1-888-882-3621
409/886-7990 FAX

PATRICK D. BEEBE
DIRECTOR

123 SOUTH 6TH STREET
ORANGE, TEXAS 77630

January 30, 2015

Mayor's Office
City of Orange
P.O. Box 520
Orange, TX. 77631

Dear Mayor:

With the 2015 mosquito season nearing, the Orange County Mosquito Control District will request that the governing bodies of all municipalities within Orange County furnish a waiver permitting the Orange County Mosquito Control District aircraft to fly at low altitudes over the territory under their jurisdiction.

It is respectfully requested that the Mayor representing each incorporated area of Orange County sign the enclosed waiver granting permission to the Orange County Mosquito Control District to operate aircraft over the incorporated area for mosquito abatement purposes.

Federal Regulations place the responsibility of complying with all rules and regulations upon the operator of the aircraft and the company or district in which their employed. Records of all flights and aerial applications made will be kept on file and open for inspection.

The Orange County Mosquito Control District requests that you sign and return the waiver, by mail or fax, to our main office for record keeping purposes as soon as possible. Signed waivers must be submitted with Aerial Operations Manual to the FAA for review and approval prior to aerial applications being conducted in 2015.

If you have any questions or require additional information, please contact Patrick D. Beebe, Director for assistance.

Respectfully,

Patrick D. Beebe, Director

Cc: Orange County Judge Stephen Brint Carlton
Commissioner David Dubose, Pct. 1
Commissioner Barry Burton, Pct. 2
Commissioner John Banken, Pct. 3
Commissioner Jody Crump, Pct. 4



ORANGE COUNTY MOSQUITO CONTROL DISTRICT

409/883-5717
1-888-882-3621
409/886-7990 FAX

PATRICK D. BEEBE
DIRECTOR

123 SOUTH 6TH STREET
ORANGE, TEXAS 77630

January 30, 2015

AERIAL WAIVER

Mayor's Office
City of Orange
P.O. Box 520
Orange, TX. 77631

The Orange County Mosquito Control District is authorized to fly low altitudes as required for the application of insecticides for the abatement of mosquitoes within the limits of the City of Orange, Texas. The Orange County Mosquito Control District operates in accordance with all Federal and State Rules and Regulations governing this type of application.

Signature:

Mayor's Office
City of Orange, Texas

Date:

Patrick Beebe, Director
Orange County Mosquito Control District

MOTION

Motion authorizing the Orange County Mosquito Control District to fly low altitudes as required for the application of insecticides for the abatement of mosquitoes within the limits of the City of Orange.

Jimmy Sims, Mayor

ATTEST:

Rhonda Haskins, City Secretary

February 10, 2015

Little Cypress-Mauriceville

Consolidated Independent School District

6586 FM 1130 • Orange, Texas 77632 • Bus. (409) 883-2232 • Fax (409) 883-3509



Dr. Pauline Hargrove

Superintendent of Schools

January 20, 2015

Shawn Oubre, City Manager
803 W. Green Avenue, Room 201
P.O. Box 520
Orange, TX. 77630

Dear Mr. Oubre,

Little Cypress-Mauriceville CISD (LCM) is excited about the construction on all six of our campuses that will bring updated, academically and aesthetically appealing facilities to the Orange and north Orange County areas. As you are aware, education plays a significant role in the economic condition and desirability of an area. The condition of school facilities and the reputation of the school district are extremely important factors for both families and businesses that may be considering relocation into an area as well as for those currently there and seeking to remain. We believe the new facilities, which will allow more programs and opportunities, will enable LCM to provide an even higher quality of education in Orange and Orange County for families to live, work, attend school, and raise a family. This will make the area more attractive for residents, businesses and investors as well.

We believe the goals of LCM align with those of the City of Orange and an investment in one is an investment in the other. Therefore, LCM is requesting that the City of Orange consider entering into a partnership with the school district in making these facilities a reality. While the District's role in the partnership would be the building of the facilities, the City of Orange's role would be to bear, as much as possible, the cost of the building permits required by the City of Orange. Any assistance that you are able to provide would be greatly appreciated and will allow more funds to be allocated directly for the facilities, which would benefit all.

The District cost of the buildings is approximately \$56 million. The fees for the building permits are as follows:

- \$46,234.00 for LCJH
- \$2,000.00 for LCE/LCI

I sincerely appreciate your valuable time and consideration of this special partnership to strengthen the relationship and commitment of Local and City government in order to serve the best interest of the people. I look forward to your response and the opportunity to join you in a discussion, if so desired. I am available at 409-883-2232 and phargrove@lcmcisid.org.

Respectfully yours,

A handwritten signature in cursive script that reads 'Pauline Hargrove'.

Pauline Hargrove
Superintendent