1. CALL TO ORDER

2. INVOCATION and PLEDGE OF ALLEGIANCE

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.

4. APPROVAL OF MINUTES
   a) October 23, 2012 Regular City Council Meeting

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

6. ORDINANCES
   a) First Reading:

      Consider an ordinance abandoning the remainder of the alley in
      Block 1, Upper Addition; amending the City Street Map to reflect
      such change and making certain findings relative thereto.
b) **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 7-12, Block 1, Upper Addition from “I” Industrial Zoning District to “OTC” Old Town Center Zoning District; providing for the Official Zoning Map of the City of Orange, Texas to reflect such change; and making certain findings relative thereto.

7. **RESOLUTIONS**

a) Consider a resolution authorizing the City Manager to execute a lease agreement with the Orange County Action Association for the use of the Senior Center.

b) Consider a resolution awarding a contract for the purchase of radio read meter reading equipment to Badger Meter Company in the amount of $75,099.50.

c) Consider a resolution authorizing the purchase of a 1990 International tractor truck utilized for sludge disposal from Waste Management in the amount of $1.00.

8. **DISCUSSION/ACTION**

a) Consider a motion approving the certification of the 2012 assessed tax roll and the 2012 delinquent tax roll summary as submitted by Lynda Gunstream, Orange County Tax Assessor-Collector.

b) Consider a motion canceling the November 27, 2012 and December 25, 2012 Regular City Council Meetings.

9. **REPORTS**

a) City Manager Report

b) City Council Report

10. **ADJOURN TO CLOSED EXECUTIVE SESSION**

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

   (1) Deliberation with City Attorney regarding pending or contemplated litigation as authorized by subsection 551.071 involving negotiation with Lake Ronel Oil Company.

   Mayor/Council
(2) Deliberation with City Attorney regarding pending or contemplated litigation as authorized by subsection 551.071 involving Tim Sawyer insurance claim.

Mayor/Council

(3) Deliberation with City Attorney regarding pending or contemplated litigation as authorized by subsection 551.071 involving British Petroleum.

Mayor/Council

(4) Deliberation regarding real property as authorized by subsection 551.072 involving the City Hall campus.

Mayor/Council

11. RECONVENE IN OPEN SESSION

a) Take action as necessary regarding item 10 a (1), (2), (3), and (4) above.

Mayor/Council

12. ADJOURNMENT
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, October 23, 2012.

MEMBERS PRESENT: Jimmy Sims Mayor
Theresa Beauchamp Mayor Pro Tem
Cullin Smith Council Member
Essie Bellfield Council Member
Annette Pernell Council Member
Bill Mello Council Member
Charles Guillory Council Member
Shawn Oubre City Manager
Kerry Kittrell City Secretary
John Cash Smith City Attorney

MEMBERS ABSENT: None

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

Council Member Pernell 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 Council Member Pernell which carried unanimously.

APPROVAL OF MINUTES

Council Member Guillory moved to approve the minutes of the October 9, 2012 Regular Meeting of the City Council. Second to the motion was made by Council Member Pernell which carried unanimously.

CITIZEN COMMENTS

There were no citizen comments.
ORDINANCES

FINAL READING:

ORDINANCE BY THE CITY OF ORANGE, TEXAS ("CITY") DENYING THE RATES OF CENTERPOINT ENERGY RESOURCES CORP. FILED IN CENTERPOINT ENERGY RESOURCES CORP.'S RATE PROCEEDING INITIATED ON JULY 2, 2012; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

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

A copy of this ordinance is being made a part of these minutes as Ordinance Number 2012-19.

RESOLUTIONS

RESOLUTION EXTENDING THE CONTRACT BETWEEN THE CITY OF ORANGE AND NAPCO CHEMICAL COMPANY FOR THE PURCHASE OF NAPCO 201C IN THE AMOUNT OF $13.00 PER GALLON FOR THE CALENDAR YEAR OF 2013.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2012-64.

RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF ORANGE, TEXAS FLEXIBLE SPENDING PLAN DOCUMENTS EFFECTIVE FOR PLAN YEARS BEGINNING AFTER DECEMBER 31, 2012.

Council Member Guillory 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 2012-65.

RESOLUTION AUTHORIZING AN AGREEMENT WITH TEXAS DEPARTMENT OF PUBLIC SAFETY ALLOWING APPROVED POLICE DEPARTMENT PERSONNEL TO SCREEN AND RECEIVE EXCESS FEDERAL PROPERTY.

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

A copy of this resolution is being made a part of these minutes as Resolution Number 2012-66.
DISCUSSION/ACTION

MOTION APPROVING THE MONITORING PLAN REVISION FOR U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT FUNDED PROJECTS.

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

CITY MANAGER REPORT

No report was given.

CITY COUNCIL REPORT

Mayor Pro Tem Beauchamp encouraged citizens to go and vote.

Council Member Mello advised the Ducks Unlimited Banquet was a success.

ADJOURNMENT

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

The meeting adjourned at 5:42 P.M.

______________________________
Jimmy Sims, Mayor

ATTEST:

______________________________
Kerry Kittrell, City Secretary
DATE: November 6, 2012

TO: Shawn Oubre, City Manager

FROM: Jimmie Lewis, Director of Planning and Community Development

RE: **CASE 12:05 - ALLEY ABANDONMENT IN BLOCK 1, UPPER ADDITION**

The Planning and Zoning Commission, at its regular meeting on November 6, 2012, voted unanimously 5-0 to recommend that the City Council approve abandoning the remainder of the alley in Block 1, Upper Addition.

Please place the attached ordinance on the City Council agenda for their consideration.

If you should have any questions or require additional information, please feel free to contact me at extension 1034.
AN ORDINANCE ABANDONING THE
REMAINDER OF THE ALLEY IN BLOCK 1,
UPPER ADDITION; AMENDING THE CITY
STREET MAP TO REFLECT SUCH CHANGE
AND MAKING CERTAIN FINDINGS RELATIVE
THERETO.

WHEREAS, the Planning and Zoning Commission met in regular session on
November 6, 2012 and held a public hearing on this request to abandon the remainder of the alley right-
of-way adjacent to Lots 1-4 and 9-12, Block 1, Sheldon Addition as shown in Exhibit “A”; and,

WHEREAS, the Commission after the presentation of the case voted
unanimously 5-0 to recommend that the City Council approve abandoning the above referenced alley, as
shown in Exhibit “A”; and therefore,

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

SECTION I:

THAT, the remainder of the alley right-of-way adjacent to Lots 1-4 and
9-12, Block 1, Sheldon Addition as shown in Exhibit “A” is hereby abandoned.

SECTION II

THAT, staff shall amend the official city street map to reflect such
change.

SECTION IV.

THAT, the City Council of the City of Orange, Texas hereby
legislatively finds and determines that this ordinance and the alley abandonment
established herein will be in harmony with the general purpose and intent of the
Comprehensive Zoning Ordinance and Master Plan of the City of Orange; will be as a
substantial relationship to the public welfare; and that all procedural requirements have
been satisfied as to this matter.

PASSED and APPROVED on the first reading this the _______ day

of __________________, 2012.
PASSED and APPROVED, and ADOPTED on the final reading on

this the ______ day of ________________, 2012.

________________________________________________________________________

Jimmy Sims, Mayor

ATTEST:                                                                          APPROVED AS TO FORM:

________________________________________________________________________

Kerry Kittrell, City Secretary         John Cash Smith, City Attorney
DATE: November 6, 2012

TO: Shawn Oubre, City Manager

FROM: Jimmie Lewis, Director of Planning and Community Development

RE: CASE 12:06 - AN ORDINANCE TO CHANGE THE ZONING OF LOTS 1-4 AND 7-12, BLOCK 1, UPPER ADDITION FROM “I” INDUSTRIAL TO “OTC” OLD TOWN CENTER

The Planning and Zoning Commission, at its regular meeting on November 6, 2012 voted unanimously 5-0 to recommend that the City Council approve this zoning request. This request was on behalf of Lamar College Orange for the construction of a new class room facility.

Please place the attached ordinance on the City Council agenda for their consideration.

If you should have any questions or require additional information, please feel free to contact me at extension 1034.
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 1-4 AND 7-12, BLOCK 1, UPPER ADDITION FROM "I" INDUSTRIAL ZONING DISTRICT TO "OTC" OLD TOWN CENTER 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 November 6, 2012 and held a public hearing on this zoning request by the City of Orange on behalf of Lamar College Orange; and,

WHEREAS, the Commission voted unanimously 5-0 to recommend that the City Council approve this request to amend the zoning of Lots 1-4 and 7-12, Block 1, Upper Addition as highlighted in Exhibit “A”; and, therefore,

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

SECTION I:

THAT, the zoning classification of Lots 1-4 and 7-12, Block 1, Upper Addition as highlighted in Exhibit "A" shall be amended from "I" Industrial Zoning District to "OTC" Old Town Center Zoning District.

SECTION II

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

SECTION III

THAT, the City Council of the City of Orange, Texas hereby legislatively finds and determines that this ordinance and the zoning district established herein will be in harmony with the general purpose and intent of the Comprehensive
Zoning Ordinance and Master Plan of the City of Orange; will be as a substantial relationship to the public welfare; and that all procedural requirements have been satisfied as to this matter.

PASSED and APPROVED on the first reading this the _______ day of ________________, 2012.

PASSED and APPROVED, and ADOPTED on the final reading on this the _______ day of ________________, 2012.

___________________________________
Jimmy Sims, Mayor

ATTEST:                                               APPROVED AS TO FORM:

___________________________________  _____________________________________________
Kerry Kittrell, City Secretary                  John Cash Smith, City Attorney
DATE: October 29, 2012

TO: Shawn Oubre, City Manager

FROM: Jimmie Lewis, Director of Planning and Community Development

RE: A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH ORANGE COMMUNITY ACTION ASSOCIATION FOR THE USE OF THE SENIOR CENTER

In order to allow the Orange Community Action Association (OCAA) to occupy and use the new Senior Center facility a lease agreement must be agreed to and signed by both organizations setting out the responsibilities of both parties. The attached Lease agreement as shown in Exhibit “A” is very similar to the one that was in effect while OCAA was in the Emma Wallace Center on Turret Avenue. OCAA’s main function is to operate the Orange County Meals On Wheels program.

The OCAA Board has reviewed the lease agreement and is in favor of its approval. The Board has Authorized Linda Hughes, Executive Director, to sign the agreement upon the approval of the document by the City Council.

Please place the attached resolution on the City Council agenda for their consideration.

If you should have any questions or require additional information, please feel free to contact me at extension 1034.
A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE ORANGE COUNTY ACTION ASSOCIATION FOR THE USE OF THE SENIOR CENTER.

WHEREAS, the Orange Community Action Association, which operates the Orange County Meals On Wheels program, wishes to occupy and use the Orange Senior Center facility and its Board has approved its Executive Director to execute the lease agreement as shown in Exhibit “A” and ; and,

WHEREAS, city staff recommends the City Council to approve the attached lease agreement to allow the Orange County Action Association use of the building and to allow the City Manager to execute the agreement; and therefore,

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

THAT, the City Council agrees with the staff recommendation and approves the lease agreement as shown in Exhibit “A” with the Orange County Action Association and authorizes the City Manager to execute the agreement.

PASSED and APPROVED on this the____day of ___________, 2012.

______________________________  
Jimmy Sims, Mayor

ATTEST:  
Kerry Kittrell, City Secretary

APPROVED AS TO FORM:

______________________________  
John Cash Smith
LEASE AGREEMENT

Basic Terms

Date: October ___, 2012

Landlord: City of Orange, Texas, a Texas home rule municipality

Landlord’s Address: P.O. Box 520, Orange, Texas 77630-0521

Tenant: Orange Community Action Association, a Texas non-profit corporation

Tenant’s Address: P.O. Box 728, Orange, Texas 77631-0728

Premises (including improvements): Being that certain real property located in Orange County, Texas, known locally as 103 5th Street, Orange, Texas 77630, and being more particularly described on Exhibit “A” attached hereto and incorporated herein for all purposes.

Term: Fifteen (15) Years

Commencement Date: October ___, 2012

Termination Date: September ___, 2027

Base Rent: $1.00 per year, plus other valuable consideration described herein

Permitted Use: The Premises shall be used exclusively for the purposes of conducting a nutritional food program for the elderly and other programs that are designed to benefit the elderly, and for no other purposes, without the express written consent of Landlord.

Definitions

“Agent” means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

“Essential Services” means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

“Injury” means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

“Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.
Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.

3. Obey (a) all laws relating to Tenant’s use, maintenance of the condition, and occupancy of the Premises and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Pay for all utility services furnished to the premises for the Term of this lease, including, without limitation, electricity, gas, water and telephone service.

5. Allow Landlord to enter the Premises to (a) inspect the Premises or conduct routine maintenance, (c) show the Premises to prospective purchasers or tenants, or (d) perform any other functions Landlord may deem necessary to carry out its functions as a Texas home rule municipality. In addition to and without limiting the foregoing, Landlord and its Agents shall be entitled to enter the Premises for purposes of preparing and eating meals at any and all times during the continuation or renewal of a local state of disaster as declared by the presiding officer of the governing body of Landlord. Landlord shall be entitled to retain keys with which to unlock all doors of the Premises.

6. Maintain and keep in good repair all parts of the Premises, normal wear and tear excepted.

7. Vacate the Premises on the last day of the Term.

8. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LANDLORD’S AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY’S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING ON ANY PORTION OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT’S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS’ COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD’S AGENTS BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD’S AGENTS.
B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Change Landlord’s lock system.
6. Make any alterations, improvements or additions to the Premises without Landlord’s prior written consent.
7. Allow a lien to be placed on the Premises.
8. Assign this lease or sublease any portion of the Premises without Landlord’s written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Obey all laws relating to Landlord’s operation of the Premises.

D. Landlord agrees not to—

1. Interfere with Tenant’s possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. Early Termination Option. Either party may terminate this lease, without penalty, at any time after the execution of this lease by both parties. Such termination shall be effective within one hundred and twenty (120) days after one party gives to the other party written notice of termination. However, the giving of such notice shall not release either Landlord or Tenant from full and faithful performance of all covenants of this lease during the period between the giving of notice and the effective date of termination.

2. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant’s expense, remove any physical additions and improvements, repair any
alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

3. Insurance. Landlord and Tenant will maintain the insurance coverages described in the Insurance Addendum attached hereto and incorporated herein by reference.

4. Casualty/Total or Partial Destruction. If the Premises are partly or wholly damaged by casualty, Landlord shall have no obligation to restore the Premises, and either party may terminate this lease by providing ten days’ written notice to the other party.

5. Condemnation/Substantial or Partial Taking
   a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.
   b. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

6. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

7. Default by Landlord/Tenant’s Remedies. Tenant’s remedies for Landlord’s default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

8. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

9. Default by Tenant/Landlord’s Remedies. Landlord’s remedies for Tenant’s default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet, (b) enter the Premises and perform Tenant’s obligations, and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

10. Default/Waiver/Mitigation. It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.
11. **Holdover.** If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

12. **Attorney's Fees.** If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

13. **Applicable Law and Venue.** This Lease is governed by and construed in accordance with the laws of the State of Texas. Venue is in the county in which the Premises are located, being Orange County, Texas.

14. **Entire Agreement.** This lease constitutes the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the lease of the Premises by Landlord to Tenant that are not in this lease.

15. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

16. **Limitation of Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

17. **Notices.** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be deemed given when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

19. **Relationship of Parties.** Landlord and Tenant, during the entire time that this Lease shall remain in force and effect, shall occupy only the positions of landlord and tenant, respectively. This agreement does not create or give rise to any form of partnership or joint venture, or of any employer/employee relationship, between Landlord and Tenant. Each of the said parties shall be responsible only for the liabilities and obligations incurred by such party, pursuant to this agreement.

20. **Severability.** If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.
21. **Binding Effect.** This Agreement shall extend to and be binding on the representatives, successors and assigns of the parties hereto, subject to the restrictions on assignment by Tenant set forth above.

22. **Recording.** Tenant shall not record this Lease without the prior written consent of Landlord.

**LANDLORD:**

CITY OF ORANGE, TEXAS,
a Texas home rule municipality

By: ________________________________
Its: ________________________________

**TENANT:**

ORANGE COMMUNITY ACTION ASSOCIATION,
a Texas non-profit corporation

By: ________________________________
Its: ________________________________

**STATE OF TEXAS**

$

**COUNTY OF ORANGE**

$

BEFORE ME, the undersigned authority, 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 on this the ___ day of __________, 2012.

NOTARY PUBLIC, STATE OF TEXAS

- 6 -
STATE OF TEXAS

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, on this day personally appeared

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 Orange

Community Action Association, a Texas nonprofit corporation, as its ____________________

for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of

____________________, 2012.

NOTARY PUBLIC, STATE OF TEXAS
TRACT I:

BEING all that certain 25 foot by 224 foot tract out of Block Number Nine (9) (Formerly Fractional Block Four (4) of the UPPER SURVEY of the City of Orange, in Orange County, Texas, extending between Fifth and Sixth Street in said City of Orange, more particularly described in that certain deed from George A. Foreman, Jr. et ex to Mrs. Frances A. Lutcher, dated June 20, 1914, of record in Volume 17, Pages 276-277, of the Deed Records of Orange County, Texas.

TRACT II:

BEING a part of the Nathan Cordrey Survey, Abstract 59, Orange County, Texas, and being the South 125 feet of Lots One (1), Two (2), Three (3) and Four (4), in Block Number Nine (9) of the AMENDED SHELDON SURVEY, as described in deed dated April 10, 1970, from H. J. Lutcher Stark Estate to The Lutcher and Moore Lumber Company recorded in Volume 398, Page 116, of the Deed Records of Orange County, Texas, and being Tract OR-10 in that certain deed from The Lutcher and Moore Lumber Company to Boise Southern Company by deed dated November 5, 1970, and recorded in Volume "U", Page 439; Volume 38, Page 518 and Volume 222, Page 346, of the Deed Records of Orange County, Texas, reference being made to said deeds for descriptive purposes.
Insurance Addendum to Lease

Lease

Date: ____________________

Landlord: City of Orange, Texas, a Texas home rule municipality

Tenant: Orange Community Action Association, a Texas non-profit corporation

This insurance addendum is part of the lease.

A. Tenant agrees to maintain—

1. Causes of loss—special form insurance on Tenant’s personal property in the Premises in an amount equal to the full replacement cost.

2. Commercial general liability insurance with combined single limits of not less than $1,000,000 per occurrence for bodily injury or property damage, naming Landlord as additional insured.

3. Worker’s compensation insurance in the amount of $500,000.00 with a waiver of subrogation in favor of Landlord.

B. Landlord agrees to maintain—

1. Causes of loss—special form insurance upon the building in which the Premises are located in an amount equal to the full replacement cost.

2. Flood insurance upon the building in which the Premises are located in an amount that the Landlord determines in its sole discretion is necessary to protect the Premises from flood.

C. Landlord and Tenant agree that—

1. Tenant will reimburse Landlord for the expenditures paid by Landlord to maintain the insurance coverages provided for in Section B above. Tenant will reimburse Landlord within thirty (30) days after Landlord provides Tenant with written notice as to the expenditures paid by Landlord to maintain the insurance coverages.
MEMORANDUM
November 1, 2012

To: Jim Wolf, Director of Public Works

From: David L. Trahan, Manager of Water Utilities

Re: Radio-Read Badger Meter Purchase

The purchase of [430] radio-read Badger meters laid out in the capital outlay for FY 13’ is an amount greater than $50,000.00. The amount of the meters is $75,099.50. Badger meters are quoted and provided by Rural Pipe Company, which is the Badger representative and regional supplier for Badger Meter Company. I have included a “Sole Source” statement from Phil Pate, the Badger Meter salesman at Rural Pipe Co. attached to the purchase order request along with the pricing quote which is good for [1] year from date on quote. I have issued a separate purchase request for the installation of the meters from the low bidder, Iribarren Ink, of the [3] quotes attached to it. I am requesting council approval of the purchase of meters so that the City may proceed with the radio-read meter change over for the Roselawn Addition backyard meters.

Thank you,

David L. Trahan, Manager of Water Utilities

David L. Trahan, Manager of Water Utilities
## Capital Outlay Request
### Fiscal Year 2013

**A = Additional Asset**  
**R = Replacement of Asset**

<table>
<thead>
<tr>
<th>General Fund</th>
<th>A</th>
<th>R</th>
<th>First Proposed</th>
<th>With Changes</th>
</tr>
</thead>
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<tr>
<td>001 500 4325 Library</td>
<td>X</td>
<td>$6,000</td>
<td>$6,000</td>
<td></td>
</tr>
<tr>
<td>001 501 4309 Natatorium</td>
<td>X</td>
<td>$20,000</td>
<td>$20,000</td>
<td></td>
</tr>
<tr>
<td>001 520 4323 Police</td>
<td>X</td>
<td>$161,497</td>
<td>$161,497</td>
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</tr>
<tr>
<td>001 540 4309 Fire</td>
<td>X</td>
<td>$75,000</td>
<td>$0</td>
<td></td>
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<tr>
<td>001 560 4323 Code Enforcement</td>
<td>X</td>
<td>$24,000</td>
<td>$24,000</td>
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</tr>
<tr>
<td>001 561 4309 Building Services</td>
<td>X</td>
<td>$40,850</td>
<td>$40,850</td>
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<td>X</td>
<td>$20,000</td>
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<tr>
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<td>X</td>
<td>$250,000</td>
<td>$250,000</td>
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</tr>
<tr>
<td>4323 Street &amp; Drainage</td>
<td>X</td>
<td>$20,998</td>
<td>$20,998</td>
<td></td>
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</tbody>
</table>

**Trade Ins:**
- 2010 Crown Vic Unit 44 $7,500
- 2010 Crown Vic Unit 48 $9,000
- 2010 Crown Vic Unit 56 $9,000
- 2010 Crown Vic Unit 58 $9,000
- 2010 Crown Vic Unit 61 $9,000
- 2010 Crown Vic Unit 64 $9,000
- 2010 Crown Vic Unit 65 $7,500

**Replaces 2004 Ford F-150, 0912CD, purchased from OPD when traded-in. Less $1,000 est. trade-in.**

**Replace 1997 Truck 0052AW - est. trade- $500.**

July 12, 2012  
Page 1  
Page 27 of 41
<table>
<thead>
<tr>
<th>A</th>
<th>R</th>
<th>First Proposed</th>
<th>With Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>569</td>
<td>4321</td>
<td>Parks</td>
</tr>
<tr>
<td>4321</td>
<td>Parks</td>
<td>Replace 14 year old slope mower Trade-in estimated at $20,000</td>
<td>X</td>
</tr>
<tr>
<td>4321</td>
<td>Parks</td>
<td>Replace 12 year old mower - est. trade-in $1,000</td>
<td>X</td>
</tr>
<tr>
<td>4321</td>
<td>Parks</td>
<td>Replace 6 year old mower - est. trade-in $2,000</td>
<td>X</td>
</tr>
<tr>
<td>4323</td>
<td>Parks</td>
<td>Replace 1996 Truck 0392AV - est. trade-in $1,000</td>
<td>X</td>
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</tbody>
</table>

Total General Fund

<table>
<thead>
<tr>
<th>A</th>
<th>R</th>
<th>First Proposed</th>
<th>With Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>569</td>
<td>4321</td>
<td>Parks</td>
</tr>
<tr>
<td>4321</td>
<td>Parks</td>
<td>Install new play equipment and shelters at Northway Park</td>
<td>X</td>
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Total General CIP Fund

<table>
<thead>
<tr>
<th>A</th>
<th>R</th>
<th>First Proposed</th>
<th>With Changes</th>
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</thead>
<tbody>
<tr>
<td>010</td>
<td>700</td>
<td>4328</td>
<td>General CIP</td>
</tr>
<tr>
<td>4328</td>
<td>General CIP</td>
<td>Rail Road Quiet Zone - carry forward from FY 2012</td>
<td>X</td>
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</table>

Total General CIP Fund

<table>
<thead>
<tr>
<th>A</th>
<th>R</th>
<th>First Proposed</th>
<th>With Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>020</td>
<td>641</td>
<td>4311</td>
<td>Sewer Operations</td>
</tr>
<tr>
<td>4311</td>
<td>Sewer Operations</td>
<td>SSO initiative per TCEQ</td>
<td>X</td>
</tr>
<tr>
<td>4311</td>
<td>Sewer Operations</td>
<td>Change out old infrastructure sewer lines 23rd and County Club area</td>
<td>X</td>
</tr>
<tr>
<td>020</td>
<td>642</td>
<td>4314</td>
<td>Water Operations</td>
</tr>
<tr>
<td>4314</td>
<td>Water Operations</td>
<td>Change out old infrastructure water lines in Lincoln Heights, Old Town, Byley/Hurd Street areas.</td>
<td>X</td>
</tr>
<tr>
<td>020</td>
<td>652</td>
<td>4321</td>
<td>Sewer Disposal</td>
</tr>
<tr>
<td>4321</td>
<td>Sewer Disposal</td>
<td>Lift station upgrades, rehab collection system based on age/condition, including pumps, motors, control panels, etc.</td>
<td>X</td>
</tr>
<tr>
<td>4321</td>
<td>Sewer Disposal</td>
<td>TCEQ Effluent Issue - Flow pacing for automatic functionality of UV system $200,000, stilling well ring rehabilitation in two (2) primary clarifiers $40,000, cleaning/rehabilitation of aeration basin diffusers $60,000.</td>
<td>X</td>
</tr>
</tbody>
</table>

July 12, 2012
| 020 | 655 | 4313 | Water Production | Replace roof on 1.5 MG ground storage tank @ Link Street. Sited in TCEQ inspections on numerous occasions. | X | $350,000 | $0 |
| 4322 | Water Production | Installation and maintenance of a variable frequency drive system to control distribution pumps @ Meeks water plant. To prevent pressure swings in system. | X | $75,000 | $75,000 |
| 020 | 655 | 4326 | Meter Readers | Normal meters and setting for the year, plus additional for purchase of 8" compound meter with strainer to replace one that has malfunctioned. 8" meter issued resolved in FY 2012 | X | $50,000 | $35,000 |
| 4326 | Meter Readers | Change backyard meters to radio-read meters in Roseland Addition. | X | $100,000 | $100,000 |

Total Water and Sewer Fund $900,000 $835,000

### Special Revenue Funds

| 046 | 676 | 4311 | TX GLO | Balance of Cooper’s Gully Upgrades - General Land Office Round 2.1. | X | $4,729,431 | $4,729,431 |
| 050 | 610 | 4323 | Criminal Forfeiture - Federal OPD | Misc. Investigative Equipment. Amount moved to account 4125 Equipment. | X | $25,000 | $0 |
| 070 | 790 | 4325 | Library Donations | Books | X | $10,000 | $10,000 |

Total Special Revenue Funds $4,764,431 $4,739,431

Total All Funds $6,562,018 $6,407,018

July 12, 2012
Page 3
Page 29 of 41
A RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF
RADIO READ METER READING EQUIPMENT TO BADGER METER
COMPANY IN THE AMOUNT OF $75,099.50.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE, TEXAS:
That a contract be awarded to Badger Meter Company for the purchase of meter
reading equipment in the amount of SEVENTY-FIVE THOUSAND NINETY-NINE AND
50/100 ($75,099.50) DOLLARS.

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

PASSED, APPROVED and ADOPTED on this the 13th day of November 2013.

__________________________________________________________
Jimmy Sims, Mayor

ATTEST:

__________________________________________________________
Kerry Kittrell, City Secretary

APPROVED:

__________________________________________________________
City Attorney
MEMORANDUM
November 1, 2012

To: Jim Wolf, Director of Public Works
From: David L. Trahan, Manager of Water Utilities
Re: Waste Management Tractor Truck Purchases FY 2013

The City has been approached by Mike Wilson with Waste Management to purchase the 1990 International Tractor Truck which is a part of the annual sludge disposal contract which Waste Management currently holds. Because it is only used for staging the disposal trailers in the Jackson St. Treatment Plant and not used to transport, it is deemed an un-necessary liability for them. Waste Management has proposed the City purchase the vehicle from them for the sum of $1.00 (one dollar) and assume maintenance, insurance, etc. Upon the purchase, Waste Management will provide maintenance, etc. through the end of the current contract which ends in September of 2013. This would be of benefit to the City with regards to future contract bids by putting vendors on equal ground of only having to provide container trailers and disposal and not a truck for in-house staging. The truck is in good condition and appears not to be a maintenance issue for the City Fleet Maintenance Dept. Your consideration is requested in this matter.

I have attached along with this memo a copy of the Waste Management letter and Sales agreement.

Thank you,

David L. Trahan, Manager of Water Utilities

David L. Trahan, Manager of Water Utilities
October 2, 2012

Mr. David Trahan  
Water Utilities Manager  
City of Orange, Texas  
P.O. Box 520  
803 West Green Avenue  
Orange Texas, 77630

Dear Mr. Trahan:

I would like to thank you for allowing Waste Management of Texas, Inc. ("WM") to provide your Waste Water Sludge hauling and disposal for the City of Orange. WM currently has a 1990 International Tractor at your facility, which City employees use to move our trailers for loading. Because City employees are operating the Tractor while on the City's site, WM believes it would be best from a safety and supervision perspective if the City owns the Tractor rather than WM. I am writing this letter to request that the City of Orange purchase this Tractor (VIN 2HSFGACR2LC041396) from WM for the total sum of $1.00.

WM currently provides the Tractor for off road use by City employees at your facility. The truck is not licensed or DOT inspected and cannot be used on the public highways. Because WM is not on-site at the City's facility and because WM also has no authority to supervise or oversee City employees, it is in the City's and WM's best interest for the City to take over ownership of the Tractor.

Our current contract provides for WM to supply this Tractor for the daily movements of the sludge trailers that WM provides. The Tractor is suitable for moving trailers in and out of the loading bay of the sludge treatment plant. Because the Tractor is used only for this limited purpose, WM anticipates that this Tractor unit will last beyond our contract expiration date of September 2013. Ownership of the tractor would benefit the City on future bids because potential bidders would not have to provide a Tractor or include it in their transportation or disposal bid prices. And, WM would remain obligated to provide basic maintenance to the Tractor unit through September 30, 2013 when our contract ends.

WM proposes to sell this Tractor to the City of Orange for the sum of $1.00 on an "as is" basis. WM has enclosed a Bill of Sale for your review. WM would also transfer the title of the Tractor into the City's name, allowing the City to own, operate, and use this vehicle indefinitely.

If, for some reason, the City is unwilling to purchase WM's Tractor for $1.00, then WM will need to discuss with you how both parties can minimize their risk and potential liability given that WM has no authority to train or supervise City employees while they operate the Tractor. I look forward to hearing from you regarding this matter.

Sincerely,

[Signature]

Mike Wilson  
Beaumont District Manager  
2175 W Cardinal Dr.  
Beaumont, TX 77705  
409-951-2910
AGREEMENT & BILL OF SALE FOR TRACTOR

This Agreement and Bill of Sale is entered into this ____ day of ________, 2012 between Waste Management of Texas, Inc. a Texas corporation (hereinafter referred to as “Seller”) and the City of Orange, Texas (hereinafter referred to as “Buyer”) for the sale and purchase of one 1990 International Tractor, VIN #2HSFGACR2LC041396, currently located and being used at Buyer’s Water Utilities Facility.

Seller, for and in consideration of the sum of ONE DOLLAR ($1.00), paid by check or cash to Seller upon execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, has bargained and sold, and by these presents does GRANT, SELL, ASSIGN, TRANSFER and CONVEY unto Buyer, its successors and assigns, one 1990 International Tractor, VIN #2HSFGACR2LC041396.

BUYER UNDERSTANDS AND AGREES THAT SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE 1990 INTERNATIONAL TRACTOR AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Buyer agrees to pay all taxes, if any, including any applicable sales or use tax or any other charges whatsoever which may be imposed upon or assessed against the sale or transfer of the 1990 International Tractor, VIN #2HSFGACR2LC041396. Buyer and Seller agree to complete all transfers of title on the 1990 International Tractor, VIN #2HSFGACR2LC041396, within ten (10) business days of this Agreement being signed.

IN WITNESS WHEREOF, the parties have caused this Agreement and Bill of Sale to be duly executed as of the date first above written.

All payments in conjunction with this sale, if not already made, are due and payable in 10 days from date of invoice.

BUYER                                             SELLER
CITY OF ORANGE, TEXAS                             Waste Management of Texas, Inc.

By: ___________________________                 BY: ___________________________
Name: ___________________________               Name: ___________________________
Title: ___________________________               Title: ___________________________

Page 33 of 41
A RESOLUTION AUTHORIZING THE PURCHASE OF A 1990 INTERNATIONAL TRACTOR TRUCK UTILIZED FOR SLUDGE DISPOSAL FROM WASTE MANAGEMENT IN THE AMOUNT OF $1.00.

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

The purchase of a 1990 International tractor truck currently utilized for sludge disposal and owned by Waste Management is hereby authorized in the amount of ONE DOLLAR AND NO/100 ($1.00).

PASSED, APPROVED and ADOPTED on this the 13th day of November 2012.

______________________________
Jimmy Sims, Mayor

ATTEST:

______________________________
Patricia Anderson, Deputy City Secretary

APPROVED:

______________________________
City Attorney
DATE: OCTOBER 16, 2012

TO: CITY OF ORANGE

FROM: LYNDA GUNSTREAM

RE: 2011 YEAR END REPORTS
2012 BEGINNING YEAR REPORT

Please verify that you have received all of the following:

1. **Year-To-Date Year End Report**: October 1, 2011 to September 30, 2012
   * Year End Recap
   * Year End Purge Totals (Ten/Twenty Year Deletions-Property Tax Code 33.05c)
   * Year End Totals After Purge

2. **Year-to-Date Recap of Beginning Totals**:
   * Year-to-Date Recap showing beginning levies for current and delinquent collections.

3. **Certification of the 2012 Current and Delinquent Tax Rolls**:
   * Please submit the certification forms to your governing body (Property Tax Code 26.09e) and return a copy of the signed forms once approved.

4. **2012 Current and Delinquent Tax Rolls**: Disk containing the detailed listing of the current and delinquent tax rolls.

If I can be of further assistance, please let me know.

Sincerely,

Lynda Gunstream
Orange County Tax Assessor-Collector
CERTIFICATION of the
2012 CURRENT TAX ROLL

City of Orange

I, Lynda Gunstream, Tax Assessor-Collector of Orange County, Texas, do solemnly swear that the tax roll from which this information is derived contains a correct and full list of the real and personal property subject to taxation, and that said property has been assessed for taxes for the year 2012, at its true and full market value, or if it has not market value, then at its real value, as said list and values were certified and submitted to me by Mike Cedars, Chief Appraiser of the Orange County Appraisal District; to wit: $ 5,690,707.22

Sworn to and subscribed before me this 15 day of October, 2012.

Lynda Gunstream, RTA
Orange County Tax Assessor-Collector

We, the undersigned Governing Body of the City of Orange, certify that the said current tax roll for the year 2012 has been presented and accepted this _____ day of ___________ 2012.

Mayor

Attest:

____________________________________
<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Improvements:</strong></td>
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<td></td>
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<tr>
<td>Homesteadable</td>
<td>6,711</td>
<td>525,588,494--:-</td>
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<tr>
<td>Non-Homesteadable</td>
<td>774</td>
<td>169,840,901 -- 695,429,395--:-</td>
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<tr>
<td><strong>Land:</strong></td>
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<td></td>
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<tr>
<td>Homesteadable</td>
<td>7,009</td>
<td>68,379,196--:-</td>
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<tr>
<td>Non-Homesteadable</td>
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<td>55,995,860 -- 124,375,056--:-</td>
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<td>Acres</td>
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<td><strong>Productivity:</strong></td>
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<tr>
<td>Agricultural Market</td>
<td>146</td>
<td>11,033,073--:-</td>
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<td>Timber Market</td>
<td>15</td>
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<tr>
<td>Agricultural Use Value</td>
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<td>174,350--:-</td>
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<td>Timber Use Value</td>
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<tr>
<td>Minerals</td>
<td>64</td>
<td>439,260--:-</td>
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<td>Personal Property Market</td>
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<td>192,188,087--:-</td>
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<td><strong>Miscellaneous:</strong></td>
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<tr>
<td>Homestead Market Value</td>
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<td>444,168,101--:-</td>
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<td>Tax Increment Zone Base</td>
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<td><strong>Deductions:</strong></td>
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<td>Constitutional Exempt</td>
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<tr>
<td>Productivity Loss</td>
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<tr>
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<td>0</td>
<td>87,649,802--:-</td>
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<tr>
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<td>0</td>
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<td>Homestead Local Frozen</td>
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<tr>
<td>Homestead Local %</td>
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<td>Over 65</td>
<td>15,000</td>
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<td>Over 65 Frozen</td>
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<td>16,372,500--:-</td>
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<td>Over 65 Local</td>
<td>1,092</td>
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<td>Over 65 Local Frozen</td>
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<tr>
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<td>892,500--:-</td>
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<td>5,583,320--:-</td>
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<td>81</td>
<td>737,790--:-</td>
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<td>Disabled Veteran Frozen</td>
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<td>666,000--:-</td>
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<td>Abatements</td>
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<td>8,642,181--:-</td>
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<td>Pollution Control</td>
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<td>Freeport</td>
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<tr>
<td>HB366</td>
<td>43</td>
<td>5,520--:- 9,327,743--:-</td>
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<td>Prorated Exempt</td>
<td>5</td>
<td>59,174--:-</td>
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<td>Other</td>
<td>24</td>
<td>620,868--:-</td>
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<tr>
<td><strong>Total Tax Levy:</strong></td>
<td>0.00700000</td>
<td>5,690,707.22</td>
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Calc sequence: DV Tot HS,Dis Vet,Hmstd,Ovr 65,Disabled,Hmstd Lcl,Ovr 65 Lcl,Disabled Lcl,Other. Apply Ownership Interest to Hmstd, Over 65, Dis Person, Hmstd Lcl, Hmstd Min, Dis Vet. Apply Disabled Veteran exemption to Non-Homestead frozen to Homestead values.
CERTIFICATION of the  
2012 DELINQUENT TAX ROLL  

City of Orange  

I, Lynda Gunstream, Tax Assessor-Collector for the City of Orange, Orange County Texas, do solemnly swear that I have made or caused to be made delinquent inquiry to ascertain that all delinquent taxes due to the City of Orange on October 1, 2012 in the amount of $ 1,094,985.43 are hereby certified and the tax records are incorporated herein reference the same as if fully copied and set forth at lengths. 

Sworn to and subscribed before me this 15 day of October, 2012. 

Lynda Gunstream, RTA  
Orange County Tax Assessor-Collector  

We, the undersigned Governing Body of the City of Orange, certify that the said delinquent tax roll for the year 2012 has been presented and accepted this ___ day of _______________, 2012. 

Mayor  

Attest: 

______________________________
## DELINQUENT TAX ROLL

**TOTAL DUE BY YEAR FOR CITY OF ORANGE**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>BASE TAX</th>
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<td>2007</td>
<td>63,518.40</td>
</tr>
<tr>
<td>2006</td>
<td>57,613.12</td>
</tr>
<tr>
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<td>44,458.97</td>
</tr>
<tr>
<td>2004</td>
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<td>2003</td>
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**TOTAL** 1,092,766.93

**LATE REDITION FEE TOTAL** 2,218.50

**GRAND TOTAL** 1,094,985.43
MOTION

Motion approving the certification of the 2012 assessed tax roll and the 2012 delinquent tax roll summary as submitted by Lynda Gunstream, Orange County Tax Assessor-Collector.

______________________________

Jimmy Sims, Mayor

ATTEST:

______________________________

Kerry Kittrell, City Secretary

November 13, 2012
MOTION

Motion canceling the November 27, 2012 and December 25, 2012 Regular City Council Meetings.

____________________________
Jimmy Sims, Mayor

ATTEST:

____________________________
Kerry Kittrell, City Secretary

November 13, 2012