



**NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
Thursday, April 9, 2020
7:00 PM**

Don Smith
Mayor

Amanda Davis
Mayor Pro-Tem

Linzy Neal
Councilmember

Pete Lucas
Councilmember

Ryan Hanson
Councilmember

Ernie Burns
Councilmember

AGENDA

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Van City Council will meet in a Regular Meeting Thursday, April 9 at 7:00 PM at **Old Movie House, 255 West Main, Van, TX 75790**. The items listed below are placed on the agenda for discussion and/or action. This meeting will be held using ZOOM, details below

A scheduled Zoom meeting.

Topic: My Meeting

Time: Apr 9, 2020 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/446715990?pwd=RFJqLy93OVp3bitxMGQ4VzFWQnpXdz09>

Meeting ID: 446 715 990

Password: 839947

One tap mobile

+13462487799,,446715990# US (Houston)

+16699009128,,446715990# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

Meeting ID: 446 715 990

Password: 839947

Find your local number: <https://zoom.us/u/akME4eu91>

I. **CALL MEETING TO ORDER**

II. **INVOCATION**

III. **PLEDGE OF ALLEGIANCE**

A. US Flag

B. Texas Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

IV. **OPEN FORUM**

The opportunity for citizens to address the City Council on any non-agenda item (limit 3 minutes per person); however, the Texas Open Meetings Act prohibits the City Council from discussing issues which the public has not been given seventy- two (72) hour notice. Issues raised may be referred to City Staff for research and potential future action.

V. **CONSENT AGENDA**

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member request an item be removed and considered separately.)

A. March 2020 Monthly Expenditures

B. March 12, 2020 City Council Meeting Minutes

VI. **INFORMATION AND DISCUSSION**

A. Motorcycle Safety and Awareness Proclamation

VII. **ACTION ITEMS**

A. Approve Construction Manager at Risk Contract for the Construction of McMillan Park

B. Update and any necessary action relating to the City of Van's response to the COVID-19 Pandemic

VIII. **EXECUTIVE SESSION**

Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.072, 551.073, 551.074, 551.076, 551.087, and Section 418.183(f) of the Texas Government Code (Texas Disaster Act). Refer to posted list attached hereto and incorporated here in.

IX. **RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION IF ANY**

X. **REPORTS**

A. Public Works Report

B. March Municipal Court Report

C. Police Report March 2020

D. Library Report

E. Fire Department Report

RECEIVE REQUESTS FROM COUNCIL MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA

Discussion under this item must be limited to whether the Council wishes to include a potential agenda item on a future agenda.

XI. **ADJOURN**

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Van City Hall, 113 W. Main,
Van, Texas 75790 by 5:00 pm on Monday. April 6, 2020

Sereca Huff-Huggins, City Secretary

NOTE: If, during the meeting, any discussion of any item on the agenda should be held in a closed meeting, the Council will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E

 *Persons with disabilities who plan to attend this public meeting and who may need auxiliary aid or services are requested to contact the Van City Hall 48 hours in advance, at (903)963-7216, and reasonable accommodations will be made for assistance.*



City of Van, TX

March Expense Approval Report

By Fund

Payment Dates 03/01/2020 - 03/31/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 100 - General Fund							
City of Van	INV0003169	03/02/2020	REI PAYROLL GF PPE 2/28/20...	100-22900		03/02/2020	34,923.68
Justin Myers	INV0003170	03/03/2020	VANDI GRAS EVENT	100-99-53615		03/03/2020	1,000.00
CRAIG'S DIRT SERVICE, LLC	105607	03/04/2020	MATERIAL	100-46-52350		03/04/2020	600.00
Reliant	111027897135	03/04/2020	12802102 - 602 S OAK SIRN	100-10-56050		03/04/2020	8.43
Reliant	111027897135	03/04/2020	12811363 227 W MAIN	100-10-56050		03/04/2020	21.69
Reliant	111027897135	03/04/2020	128111388 113 W MAIN	100-10-56050		03/04/2020	27.40
Reliant	111027897135	03/04/2020	13182674 199 S BOIS D ARC	100-10-56050		03/04/2020	36.33
Reliant	111027897135	03/04/2020	1280210 1002 N WALNUT SIRN	100-10-56050		03/04/2020	8.43
Reliant	111027897135	03/04/2020	12811365 310 CHESTNUT	100-15-56050		03/04/2020	75.79
Reliant	111027897135	03/04/2020	128111388 113 W MAIN	100-20-56050		03/04/2020	27.39
Reliant	111027897135	03/04/2020	12811363 227 W MAIN	100-20-56050		03/04/2020	21.69
Reliant	111027897135	03/04/2020	128111388 113 W MAIN	100-30-56050		03/04/2020	27.41
Reliant	111027897135	03/04/2020	12811363 227 W MAIN	100-30-56050		03/04/2020	21.69
Reliant	111027897135	03/04/2020	13182674 199 S BOIS D ARC	100-30-56050		03/04/2020	36.32
Reliant	111027897135	03/04/2020	12813945	100-30-56050		03/04/2020	299.21
Reliant	111027897135	03/04/2020	12811363 227 W MAIN	100-35-56050		03/04/2020	21.68
Reliant	111027897135	03/04/2020	12813946 FIRE DEPT	100-35-56050		03/04/2020	330.67
Reliant	111027897135	03/04/2020	128111388 113 W MAIN	100-35-56050		03/04/2020	27.41
Reliant	111027897135	03/04/2020	12730325 STREET LIGHT 5	100-46-56050		03/04/2020	1,126.98
Reliant	111027897135	03/04/2020	12730324 STREET LIGHT 4	100-46-56050		03/04/2020	803.50
Reliant	111027897135	03/04/2020	13458999 LED 0-55	100-46-56050		03/04/2020	455.92
Reliant	111027897135	03/04/2020	12730326 STREET LIGHT 6	100-46-56050		03/04/2020	173.11
Reliant	111027897135	03/04/2020	13459000 LED 0-55	100-46-56050		03/04/2020	133.58
Reliant	111027897135	03/04/2020	12811368 304 S BOIS D ARC	100-46-56050		03/04/2020	112.77
Reliant	111027897135	03/04/2020	12730327 STREET LIGHT 3	100-46-56050		03/04/2020	241.63
Reliant	111027897135	03/04/2020	12730330 STREET LIGHT 1 CO...	100-46-56050		03/04/2020	2,081.09
Reliant	111027897135	03/04/2020	15472060 LED -141-180	100-46-56050		03/04/2020	31.76
Reliant	111027897135	03/04/2020	12802100 310 CHESTNUT	100-46-56050		03/04/2020	42.71
Reliant	111027897135	03/04/2020	12730328 STREET LIGHT 2	100-46-56050		03/04/2020	19.77
Reliant	111027897135	03/04/2020	13182676 301 WYOMING	100-60-56050		03/04/2020	59.06
Reliant	111027897135	03/04/2020	12813947 304 W MAIN	100-60-56050		03/04/2020	15.63
Reliant	111027897135	03/04/2020	14934432 BASEBALL	100-60-56050		03/04/2020	71.48
Reliant	111027897135	03/04/2020	14934433 BASEBALL CONCESS...	100-60-56050		03/04/2020	107.94
Reliant	111027897135	03/04/2020	12734266 OFF CHESTNUT	100-60-56050		03/04/2020	640.98
Reliant	111027897135	03/04/2020	128111388 113 W MAIN	100-64-56050		03/04/2020	27.41
Reliant	111027897135	03/04/2020	12811363 227 W MAIN	100-64-56050		03/04/2020	21.68
Reliant	111027897135	03/04/2020	12811365 310 CHESTNUT	100-64-56050		03/04/2020	75.79

March Expense Approval Report
Payment Dates: 03/01/2020 - 03/31/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Lane's Fertilizer Service	1718	03/04/2020	SOCCER & BALL FIELDS	100-60-54200		03/04/2020	919.25
Brynda Pool	18595	03/04/2020	CLEANING- ADMIN	100-10-53810		03/04/2020	103.50
Brynda Pool	18595	03/04/2020	CLEANING- COMM CENTER	100-15-53810		03/04/2020	103.50
Brynda Pool	18595	03/04/2020	CLEANING - VMC	100-20-53810		03/04/2020	103.50
Brynda Pool	18595	03/04/2020	CLEANING- POLICE	100-30-53810		03/04/2020	206.00
Brynda Pool	18595	03/04/2020	CLEANING -MOVIE HOUSE	100-99-56425		03/04/2020	160.00
JDR Contracting, INC	200	03/04/2020	BASEBALL FIELDS	100-60-54200		03/04/2020	2,400.00
PLOP IN POTTIES	200336	03/04/2020	VANDI GRAS EVENT	100-99-53615		03/04/2020	350.00
Tyler Junior College	4781	03/04/2020	EDUCATION	100-30-56100		03/04/2020	25.00
Environmental Systems Resea...	93792006	03/04/2020	COMPUTER SOFTWARE	100-10-53200		03/04/2020	33.61
Environmental Systems Resea...	93792006	03/04/2020	COMPUTER SOFTWARE	100-15-53200		03/04/2020	33.61
Environmental Systems Resea...	93792006	03/04/2020	COMPUTER SOFTWARE	100-20-53200		03/04/2020	33.61
Environmental Systems Resea...	93792006	03/04/2020	COMPUTER SOFTWARE	100-30-53200		03/04/2020	33.61
Environmental Systems Resea...	93792006	03/04/2020	COMPUTER SOFTWARE	100-32-53200		03/04/2020	33.57
Environmental Systems Resea...	93792006	03/04/2020	COMPUTER SOFTWARE	100-35-53200		03/04/2020	33.57
Environmental Systems Resea...	93792006	03/04/2020	COMPUTER SOFTWARE	100-46-53200		03/04/2020	33.57
Environmental Systems Resea...	93792006	03/04/2020	COMPUTER SOFTWARE	100-60-53200		03/04/2020	33.57
Environmental Systems Resea...	93792006	03/04/2020	COMPUTER SOFTWARE	100-64-53200		03/04/2020	33.57
Debbie Sallee	INV0003171	03/04/2020	VANDI GRAS EVENT	100-99-53615		03/04/2020	200.00
Crow-Burlingame	INV0003172	03/04/2020	VEHICLE MAINT	100-35-54350		03/04/2020	99.94
Elfin Paige	INV0003173	03/04/2020	VANDI GRAS EVENT	100-99-53615		03/04/2020	200.00
J & S Sand and Gravel, LLC	INV0003175	03/04/2020	BASEBALL FIELDS	100-60-54200		03/04/2020	3,630.00
FR of Texas	INV0003176	03/04/2020	UNIFORMS	100-30-56010		03/04/2020	6.00
FR of Texas	INV0003176	03/04/2020	UNIFORMS	100-60-56010		03/04/2020	95.00
Goode's Texaco	INV0003177	03/04/2020	VEHICLE MAINT	100-30-54350		03/04/2020	259.85
Goode's Texaco	INV0003177	03/04/2020	FUEL	100-46-52450		03/04/2020	64.00
Goode's Texaco	INV0003177	03/04/2020	VEHICLE INSPECTION	100-46-54220		03/04/2020	14.00
Goode's Texaco	INV0003177	03/04/2020	VEHICLE MAINT	100-46-54350		03/04/2020	484.00
Goode's Texaco	INV0003177	03/04/2020	VEHICLE MAINT	100-46-54350		03/04/2020	15.00
Goode's Texaco	INV0003177	03/04/2020	VEHICLE MAINT	100-46-54350		03/04/2020	40.00
Goode's Texaco	INV0003177	03/04/2020	VEHICLE MAINT	100-46-54350		03/04/2020	40.00
David Justman Trucking LLC	INV0003180	03/04/2020	STREET MATERIAL	100-46-52350		03/04/2020	1,138.02
Athens Tractor & Equipment	INV0003181	03/04/2020	EQUIP MAINT	100-60-54200		03/04/2020	1,269.24
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	TELEPHONE -ADMIN	100-10-56700		03/04/2020	74.85
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	INTERNET	100-10-56705		03/04/2020	31.25
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	TELEPHONE - VMC	100-20-56700		03/04/2020	49.90
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	INTERNET	100-20-56705		03/04/2020	31.25
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	TELEPHONE- POLICE	100-30-56700		03/04/2020	419.18
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	INTERNET	100-30-56705		03/04/2020	125.00
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	INTERNET	100-30-56705		03/04/2020	31.25
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	TELEPHONE - CODE COMPLIA...	100-32-56700		03/04/2020	14.95
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	INTERNET	100-32-56705		03/04/2020	31.25
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	TELEPHONE -FIRE DEPT	100-35-56700		03/04/2020	9.95
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	INTERNET	100-35-56705		03/04/2020	31.25

March Expense Approval Report
Payment Dates: 03/01/2020 - 03/31/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	TELEPHONE - LIBRARY	100-64-56700		03/04/2020	49.90
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	INTERNET	100-64-56705		03/04/2020	31.25
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	INTERNET	100-64-56705		03/04/2020	125.00
REPUBLIC SERVICES	0070-002895237	03/11/2020	FEBRUARY 2020	100-99-56420		03/11/2020	20,622.05
National Association of Town ...	11271	03/11/2020	MEMBERSHIP	100-30-56000		03/11/2020	35.00
East Texas Ice Machines	1131	03/11/2020	ICE MACHINE	100-15-57200		03/11/2020	50.00
East Texas Ice Machines	1131	03/11/2020	ICE MACHINE	100-60-57200		03/11/2020	87.50
East Texas Ice Machines	1131	03/11/2020	ICE MACHINE	100-64-57200		03/11/2020	50.00
Staples Advantage,Dept Dal	1628083267	03/11/2020	SUPPLIES	100-10-52250		03/11/2020	43.16
Staples Advantage,Dept Dal	1628083267	03/11/2020	SUPPLIES	100-15-52250		03/11/2020	43.12
Staples Advantage,Dept Dal	1628083267	03/11/2020	SUPPLIES	100-20-52250		03/11/2020	43.12
Staples Advantage,Dept Dal	1628083267	03/11/2020	SUPPLIES	100-30-52250		03/11/2020	43.12
Staples Advantage,Dept Dal	1628083267	03/11/2020	SUPPLIES	100-32-52250		03/11/2020	43.12
Staples Advantage,Dept Dal	1628083267	03/11/2020	SUPPLIES	100-35-52250		03/11/2020	43.12
Staples Advantage,Dept Dal	1628083267	03/11/2020	SUPPLIES	100-60-52250		03/11/2020	43.12
Staples Advantage,Dept Dal	1628083267	03/11/2020	SUPPLIES	100-64-52250		03/11/2020	43.12
Civic Plus	196897	03/11/2020	WEBSITE	100-10-54252		03/11/2020	312.75
Civic Plus	196897	03/11/2020	WEBSITE	100-15-54252		03/11/2020	312.38
Civic Plus	196897	03/11/2020	WEBSITE	100-20-54252		03/11/2020	312.38
Civic Plus	196897	03/11/2020	WEBSITE	100-30-54252		03/11/2020	312.75
Civic Plus	196897	03/11/2020	WEBSITE	100-32-54252		03/11/2020	312.38
Civic Plus	196897	03/11/2020	WEBSITE	100-35-54252		03/11/2020	312.38
Civic Plus	196897	03/11/2020	WEBSITE	100-46-54252		03/11/2020	312.38
Civic Plus	196897	03/11/2020	WEBSITE	100-60-54252		03/11/2020	312.38
Civic Plus	196897	03/11/2020	WEBSITE	100-64-54252		03/11/2020	312.38
Payment Processing Center	63610318	03/11/2020	CHEMICALS	100-60-52950		03/11/2020	518.90
Batie Repair	826693	03/11/2020	BASEBALL	100-60-54200		03/11/2020	386.09
Verizon Wireless	9849613257	03/11/2020	903-368-0196 ADMIN	100-10-56700		03/11/2020	41.47
Verizon Wireless	9849613257	03/11/2020	903-638-4238 ADMIN IPAD	100-10-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-263-1621 ADMIN I PAD-C...	100-10-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-368-4916	100-10-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-368-4887	100-10-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-368-4883	100-10-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-368-4912	100-10-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-368-4850	100-10-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-368-4841	100-10-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-368-4881	100-10-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-368-4872	100-10-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-963-1059 EDC	100-11-56700		03/11/2020	21.22
Verizon Wireless	9849613257	03/11/2020	903-754-2589 MAYOR	100-12-56700		03/11/2020	41.47
Verizon Wireless	9849613257	03/11/2020	903-216-0783	100-20-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-245-3520 PD	100-30-56700		03/11/2020	32.25
Verizon Wireless	9849613257	03/11/2020	903-638-4241 POLICE I PAD	100-30-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-638-1001	100-30-56700		03/11/2020	37.99

March Expense Approval Report
Payment Dates: 03/01/2020 - 03/31/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Verizon Wireless	9849613257	03/11/2020	903-569-4338 Admin mifi	100-30-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-497-7315 POLICE MIFI	100-30-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-497-7110 UNIT # 107	100-30-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-497-6147 UNIT # 105	100-30-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-497-7100 UNIT # 106	100-30-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-497-6018 UNIT # 108	100-30-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-368-5502	100-30-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-497-6013 UNIT # 750	100-30-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-497-7121 UNIT # 203	100-30-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-368-5495	100-30-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-638-1289 PARK # 2	100-60-56700		03/11/2020	24.05
Verizon Wireless	9849613257	03/11/2020	903-569-4075 CODE ENFORC...	100-60-56700		03/11/2020	41.47
Means Home Center	A296014	03/11/2020	VANDI GRAS	100-99-53615		03/11/2020	89.60
Texas Comptroller of Public Ac...	INV0003183	03/11/2020	PERIOD ENDING 2/29/2020	100-20920		03/11/2020	2,427.99
Linzy Neal	INV0003185	03/11/2020	MARCH 2020	100-12-51901		03/11/2020	50.00
Amanda Davis	INV0003186	03/11/2020	MARCH 2020	100-12-51901		03/11/2020	50.00
Don Smith	INV0003187	03/11/2020	MARCH 2020	100-12-51901		03/11/2020	50.00
Pete Lucas	INV0003188	03/11/2020	MARCH 2020	100-12-51901		03/11/2020	50.00
Ernest Burns	INV0003189	03/11/2020	MARCH 2020	100-12-51901		03/11/2020	50.00
John Brown	INV0003190	03/11/2020	MARCH 2020	100-30-56700		03/11/2020	60.00
Sereca D. Huff-Huggins	INV0003192	03/11/2020	MARCH 2020	100-10-56700		03/11/2020	60.00
Sereca D. Huff-Huggins	INV0003192	03/11/2020	TRAVEL	100-10-56800		03/11/2020	106.95
JAY MILLS	INV0003194	03/11/2020	MARCH 2020	100-10-53100		03/11/2020	350.00
Xerox Corporation	INV0003196	03/11/2020	3TX-389176	100-10-56650		03/11/2020	48.67
Xerox Corporation	INV0003196	03/11/2020	3TX-389176	100-20-56650		03/11/2020	48.66
Xerox Corporation	INV0003196	03/11/2020	3TX-386842	100-30-56650		03/11/2020	133.29
Xerox Corporation	INV0003196	03/11/2020	3TX -394314	100-64-56650		03/11/2020	133.98
Van Zandt Newspaper, LLC	INV0003199	03/11/2020	473451 CODE ENFORCEMENT	100-32-53250		03/11/2020	173.20
Van Zandt Newspaper, LLC	INV0003199	03/11/2020	473123 MCMILLAN PARK	100-60-53250		03/11/2020	167.80
UniFirst Corp. Attention: Acco...	INV0003200	03/11/2020	8261087185	100-10-54200		03/11/2020	28.45
UniFirst Corp. Attention: Acco...	INV0003200	03/11/2020	8261084847	100-10-54200		03/11/2020	28.45
UniFirst Corp. Attention: Acco...	INV0003200	03/11/2020	8261083700	100-10-54200		03/11/2020	28.45
UniFirst Corp. Attention: Acco...	INV0003200	03/11/2020	8261082561	100-10-54200		03/11/2020	28.45
UniFirst Corp. Attention: Acco...	INV0003200	03/11/2020	8261085986	100-10-54200		03/11/2020	28.45
TransUnion Risk and Alternati...	INV0003201	03/11/2020	2/1/2020 - 2/29/2020	100-30-53610		03/11/2020	50.00
Texas Municipal League Risk P...	INV0003202	03/11/2020	WOKERS; COMP AUDIT	100-10-51750		03/11/2020	89.85
Texas Municipal League Risk P...	INV0003202	03/11/2020	WOKERS; COMP AUDIT	100-20-51750		03/11/2020	29.95
Texas Municipal League Risk P...	INV0003202	03/11/2020	WOKERS; COMP AUDIT	100-30-51750		03/11/2020	1,437.60
Texas Municipal League Risk P...	INV0003202	03/11/2020	WOKERS; COMP AUDIT	100-35-51750		03/11/2020	179.70
Texas Municipal League Risk P...	INV0003202	03/11/2020	WOKERS; COMP AUDIT	100-46-51750		03/11/2020	119.80
Texas Municipal League Risk P...	INV0003202	03/11/2020	WOKERS; COMP AUDIT	100-60-51750		03/11/2020	29.95
Texas Municipal League Risk P...	INV0003202	03/11/2020	WOKERS; COMP AUDIT	100-64-51750		03/11/2020	29.95
Cynergy Technology	TY52701	03/11/2020	MONTHLY BILLING FOR MARCH	100-10-53200		03/11/2020	309.43
Cynergy Technology	TY52701	03/11/2020	MONTHLY BILLING FOR MARCH	100-20-53200		03/11/2020	308.43

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Cynergy Technology	TY52701	03/11/2020	MONTHLY BILLING FOR MARCH	100-30-53200		03/11/2020	1,514.93
Cynergy Technology	TY52701	03/11/2020	MONTHLY BILLING FOR MARCH	100-64-53200		03/11/2020	307.43
City of Van	INV0003216	03/16/2020	REI PAYROLL PPE 3/13/2020	100-22900		03/16/2020	34,393.10
EXTREME MUSIC GROUP	INV0003217	03/17/2020	PROMOTER'S EVENT	100-99-53615		03/17/2020	5,000.00
TXU Energy	054302556320	03/19/2020	ELECTRIC	100-10-56050		03/19/2020	39.36
International Association of Ar...	29298	03/19/2020	MEMBERSHIP 1 YR	100-10-56000		03/19/2020	135.00
James M. Renfro	3878	03/19/2020	CITY HALL	100-10-54200		03/19/2020	1.46
James M. Renfro	3878	03/19/2020	CITY HALL	100-15-54200		03/19/2020	1.46
James M. Renfro	3878	03/19/2020	CITY HALL	100-20-54200		03/19/2020	1.46
James M. Renfro	3878	03/19/2020	CITY HALL	100-30-54200		03/19/2020	1.46
James M. Renfro	3878	03/19/2020	CITY HALL	100-32-54200		03/19/2020	1.46
James M. Renfro	3878	03/19/2020	CITY HALL	100-35-54200		03/19/2020	1.46
James M. Renfro	3878	03/19/2020	CITY HALL	100-46-54200		03/19/2020	1.46
James M. Renfro	3878	03/19/2020	CITY HALL	100-60-54200		03/19/2020	1.46
James M. Renfro	3878	03/19/2020	CITY HALL	100-64-54200		03/19/2020	1.46
Wildfire Truck & Equipment Sa...	40298	03/19/2020	F-750 EQUIP	100-35-57200		03/19/2020	970.00
WEX BANK - ExxonMobil Fleet...	64421106	03/19/2020	FUEL- ADMIN	100-10-52450		03/19/2020	359.13
WEX BANK - ExxonMobil Fleet...	64421106	03/19/2020	FUEL POLICE DEPT	100-30-52450		03/19/2020	1,429.21
WEX BANK - ExxonMobil Fleet...	64421106	03/19/2020	FUEL	100-30-52450		03/19/2020	-4.99
WEX BANK - ExxonMobil Fleet...	64421106	03/19/2020	FUEL FIRE DEPT	100-35-52450		03/19/2020	244.16
WEX BANK - ExxonMobil Fleet...	64421106	03/19/2020	FUEL PARKS	100-60-52450		03/19/2020	81.29
Sunbelt Rentals	99049983-0001	03/19/2020	VANDI GRAS EVENT	100-99-53615		03/19/2020	602.00
CPM PROGRAM AT SFAS U	INV0003218	03/19/2020	CPM TRACK 3	100-10-56100		03/19/2020	695.00
Van Zandt County Appraisal Di...	INV0003220	03/19/2020	2020 APPRAISAL DISTRICT 2ND...	100-99-53610		03/19/2020	4,231.47
Van Zandt County Appraisal Di...	INV0003220	03/19/2020	2020 COLLECTION 2ND QTR B...	100-99-53610		03/19/2020	1,655.46
Building Officials Association of..	INV0003221	03/19/2020	MEMBERSHIP	100-10-56000		03/19/2020	50.00
JAY MILLS	INV0003222	03/19/2020	PRE-TRIALS	100-20-53100		03/19/2020	150.00
Global/Open Edge	INV0003225	03/19/2020	CRDEIT CARDS	100-10-60885		03/19/2020	101.97
Global/Open Edge	INV0003225	03/19/2020	CREDIT CARDS	100-10-60885		03/19/2020	40.02
Global/Open Edge	INV0003225	03/19/2020	CREDIT CARDS	100-60-60885		03/19/2020	58.75
Tyler Technologies, Inc.	025-289783	03/26/2020	1099 & W-2	100-10-53200		03/26/2020	121.96
Tyler Technologies, Inc.	025-289783	03/26/2020	1099 & W-2	100-12-53200		03/26/2020	182.95
Tyler Technologies, Inc.	025-289783	03/26/2020	1099 & W-2	100-20-53200		03/26/2020	60.98
Tyler Technologies, Inc.	025-289783	03/26/2020	1099 & W-2	100-30-53200		03/26/2020	274.41
Tyler Technologies, Inc.	025-289783	03/26/2020	1099 & W-2	100-32-53200		03/26/2020	30.49
Tyler Technologies, Inc.	025-289783	03/26/2020	1099 & W-2	100-35-53200		03/26/2020	274.41
Tyler Technologies, Inc.	025-289783	03/26/2020	1099 & W-2	100-64-53200		03/26/2020	121.96
Affirmed Medical & Safety LLC	073608	03/26/2020	SUPPLIES	100-10-52500		03/26/2020	62.70
Crossroad Communications	10038	03/26/2020	RADIO REPEATER LINK	100-30-57580		03/26/2020	175.00
Pitney Bowes Reserve Account	1015223020	03/26/2020	POSTAGE	100-10-56550		03/26/2020	29.25
Pitney Bowes Reserve Account	1015223020	03/26/2020	POSTAGE	100-20-56550		03/26/2020	29.25
Pitney Bowes Reserve Account	1015223020	03/26/2020	POSTAGE	100-30-56550		03/26/2020	29.25
GRANICUS	122441	03/26/2020	AGENDA & MINUTES	100-10-53200		03/26/2020	61.12
GRANICUS	122441	03/26/2020	AGENDA & MINUTES	100-20-53200		03/26/2020	61.11

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GRANICUS	122441	03/26/2020	AGENDA & MINUTES	100-30-53200		03/26/2020	61.11
GRANICUS	122441	03/26/2020	AGENDA & MINUTES	100-35-53200		03/26/2020	61.11
GRANICUS	122441	03/26/2020	AGENDA & MINUTES	100-64-53200		03/26/2020	61.11
Leads Online	254277	03/26/2020	RENEWAL 3/15/2020 THRU 3/...	100-30-53200		03/26/2020	1,068.00
The Retail Coach, LLC	3340	03/26/2020	RETAIL RECRUITMENT	100-10-53610		03/26/2020	12,500.00
Allianz	INV0003227	03/26/2020	DUNCAN, GEDDIE JR, HILLIARD	100-35-51500		03/26/2020	180.00
Interface Security Systems, LLC.	INV0003228	03/26/2020	C1062099	100-10-53990		03/26/2020	27.73
Interface Security Systems, LLC.	INV0003228	03/26/2020	C1141964	100-15-53990		03/26/2020	13.50
Interface Security Systems, LLC.	INV0003228	03/26/2020	C1062099	100-20-53990		03/26/2020	27.73
Interface Security Systems, LLC.	INV0003228	03/26/2020	C054057	100-30-53990		03/26/2020	32.20
Interface Security Systems, LLC.	INV0003228	03/26/2020	C1142329	100-60-53990		03/26/2020	52.00
Interface Security Systems, LLC.	INV0003228	03/26/2020	C1141964	100-64-53990		03/26/2020	13.50
Centerpoint Energy	INV0003229	03/26/2020	6400233473-4 CITY HALL	100-10-56050		03/26/2020	57.75
Centerpoint Energy	INV0003229	03/26/2020	2869657-3 COMM CENTER	100-15-56050		03/26/2020	113.95
Centerpoint Energy	INV0003229	03/26/2020	2868820-8 POLICE DEPT	100-30-56050		03/26/2020	61.64
Centerpoint Energy	INV0003229	03/26/2020	2868803-4 FIRE DEPT	100-35-56050		03/26/2020	162.36
Centerpoint Energy	INV0003229	03/26/2020	6401930091-8 PARK	100-60-56050		03/26/2020	39.57
CVZCC - Vision 2021	INV0003230	03/26/2020	VISION	100-99-53550		03/26/2020	12.00
FR of Texas	INV0003231	03/26/2020	393676	100-30-56010		03/26/2020	60.00
FR of Texas	INV0003231	03/26/2020	394438	100-30-56010		03/26/2020	15.00
FR of Texas	INV0003231	03/26/2020	394705	100-35-56010		03/26/2020	112.50
FR of Texas	INV0003231	03/26/2020	395027	100-39-52500		03/26/2020	1,000.00
FR of Texas	INV0003231	03/26/2020	394402	100-60-56010		03/26/2020	183.00
City of Van Economic Develop...	INV0003232	03/26/2020	MARCH 2020	100-99-60100		03/26/2020	18,376.40
Levi Hollandsworth	INV0003233	03/26/2020	VANDI GRAS EVENT	100-99-53615		03/26/2020	300.00
Jeff Hudgens	INV0003234	03/26/2020	TRAVEL	100-35-56800		03/26/2020	64.29
Texas Bank and Trust	INV0003235	03/26/2020	HUFF 7480	100-10-56100		03/26/2020	280.00
Texas Bank and Trust	INV0003235	03/26/2020	WEST 4756	100-10-56800		03/26/2020	7.67
Texas Bank and Trust	INV0003235	03/26/2020	WEST 4756	100-10-56800		03/26/2020	7.57
Texas Bank and Trust	INV0003235	03/26/2020	WEST 4756	100-10-56800		03/26/2020	7.67
Texas Bank and Trust	INV0003235	03/26/2020	JOHNSON 9722	100-10-56800		03/26/2020	8.06
Texas Bank and Trust	INV0003235	03/26/2020	HUFF 7480	100-10-56800		03/26/2020	9.22
Texas Bank and Trust	INV0003235	03/26/2020	WEST 4756	100-10-56800		03/26/2020	11.29
Texas Bank and Trust	INV0003235	03/26/2020	WEST 4756	100-10-56800		03/26/2020	12.96
Texas Bank and Trust	INV0003235	03/26/2020	WEST 4756	100-10-56800		03/26/2020	20.00
Texas Bank and Trust	INV0003235	03/26/2020	HUFF 7480	100-10-56800		03/26/2020	22.87
Texas Bank and Trust	INV0003235	03/26/2020	WEST 4756	100-10-56800		03/26/2020	25.00
Texas Bank and Trust	INV0003235	03/26/2020	WEST 4756	100-10-56800		03/26/2020	320.80
Texas Bank and Trust	INV0003235	03/26/2020	WEST 4756	100-10-56800		03/26/2020	251.34
Texas Bank and Trust	INV0003235	03/26/2020	WEST 4756	100-12-53200		03/26/2020	60.54
Texas Bank and Trust	INV0003235	03/26/2020	BROWN 3874	100-30-56010		03/26/2020	59.99
Texas Bank and Trust	INV0003235	03/26/2020	BROWN 3874	100-30-56100		03/26/2020	45.00
Texas Bank and Trust	INV0003235	03/26/2020	WEST 4756	100-35-54200		03/26/2020	12.99
Texas Bank and Trust	INV0003235	03/26/2020	FIRE CHIEF 9136	100-35-54350		03/26/2020	45.69

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Texas Bank and Trust	INV0003235	03/26/2020	FIRE CHIEF 9136	100-35-54350		03/26/2020	71.47
Texas Bank and Trust	INV0003235	03/26/2020	FIRE CHIEF 9136	100-35-56100		03/26/2020	291.69
Texas Bank and Trust	INV0003235	03/26/2020	FIRE CHIEF 9136	100-35-56800		03/26/2020	74.60
Texas Bank and Trust	INV0003235	03/26/2020	RYAN 3459	100-60-54200		03/26/2020	243.40
Texas Bank and Trust	INV0003235	03/26/2020	JOHNSON 9722	100-60-54200		03/26/2020	4.99
Texas Bank and Trust	INV0003235	03/26/2020	RYAN 3459	100-60-54250		03/26/2020	50.89
Texas Bank and Trust	INV0003235	03/26/2020	RYAN 3459	100-60-54790		03/26/2020	4.30
Texas Bank and Trust	INV0003235	03/26/2020	RYAN 3459	100-99-53615		03/26/2020	98.00
Texas Bank and Trust	INV0003235	03/26/2020	WEST 4756	100-99-53615		03/26/2020	55.97
Texas Bank and Trust	INV0003235	03/26/2020	RYAN 3459	100-99-53615		03/26/2020	113.39
Texas Bank and Trust	INV0003235	03/26/2020	JOHNSON 9722	100-99-53615		03/26/2020	32.48
Texas Bank and Trust	INV0003235	03/26/2020	RYAN 3459	100-99-53615		03/26/2020	30.28
Texas Bank and Trust	INV0003235	03/26/2020	HUFF 7480	100-99-53615		03/26/2020	23.73
Texas Bank and Trust	INV0003235	03/26/2020	RYAN 3459	100-99-53615		03/26/2020	305.63
Texas Bank and Trust	INV0003235	03/26/2020	JOHNSON 9722	100-99-53615		03/26/2020	32.31
Deer Oaks EAP Services LLC	PCOV20-03	03/26/2020	MARCH EAP SERVICE	100-10-51500		03/26/2020	2.49
Deer Oaks EAP Services LLC	PCOV20-03	03/26/2020	MARCH EAP SERVICE	100-20-51500		03/26/2020	1.24
Deer Oaks EAP Services LLC	PCOV20-03	03/26/2020	MARCH EAP SERVICE	100-30-51500		03/26/2020	9.96
Deer Oaks EAP Services LLC	PCOV20-03	03/26/2020	MARCH EAP SERVICE	100-60-51500		03/26/2020	1.24
Deer Oaks EAP Services LLC	PCOV20-03	03/26/2020	MARCH EAP SERVICE	100-64-51500		03/26/2020	1.24
Sirchie Laboratories	0438958-IN	03/27/2020	Evidence gloves and gun boxes	100-30-53630		03/27/2020	160.69
City of Van	INV0003243	03/30/2020	REI PAYROLL GF PPE 3/27/20...	100-22900		03/30/2020	29,763.61
Fund 100 - General Fund Total:							210,621.76
Fund: 110 - Economic Development Fund							
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	INTERNET	110-11-56705		03/04/2020	125.00
Fund 110 - Economic Development Fund Total:							125.00
Fund: 115 - Fire Department Equiment Fund							
Metro Fire	150487-1	03/11/2020	EQUIP MAINT	115-35-57200		03/11/2020	500.00
Wildfire Truck & Equipment Sa...	40298	03/19/2020	F-750 EQUIP	115-35-57200		03/19/2020	970.00
Texas Bank and Trust	INV0003235	03/26/2020	FIRE CHIEF 9136	115-35-53200		03/26/2020	138.20
Fund 115 - Fire Department Equiment Fund Total:							1,608.20
Fund: 200 - Hotel Occupancy Tax Fund							
Van Zandt Newspaper, LLC	INV0003199	03/11/2020	473468 VANDI GRAS	200-99-53250		03/11/2020	277.38
Van Zandt Newspaper, LLC	INV0003199	03/11/2020	473400 VANDI GRAS	200-99-53250		03/11/2020	277.38
Van Zandt Newspaper, LLC	INV0003199	03/11/2020	473439 VANDI GRAS	200-99-53250		03/11/2020	261.24
Fund 200 - Hotel Occupancy Tax Fund Total:							816.00
Fund: 415 - Capital Projects							
Tank & Vessel Builders	INV0003178	03/04/2020	PAY EST. NO 1 250,000 GALLO...	415-99-57127		03/04/2020	39,140.00
Bloc Design Build	4175	03/11/2020	SCADA PANEL WELL NO 2	415-99-57128		03/11/2020	4,200.00
Tank Pro, Inc.	INV0003184	03/11/2020	100,000 GALLON REHAB PAY E...	415-99-57136		03/11/2020	80,809.20
MHS Planning & Design, LLC	INV0003195	03/11/2020	PROJECT # 19-020	415-99-53610		03/11/2020	9,502.76
KSA	INV0003224	03/19/2020	WEST LIFT STATION STUDY	415-99-53610		03/19/2020	1,500.00

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KSA	INV0003224	03/19/2020	250,000 GALLON ELEVATED S...	415-99-57125		03/19/2020	8,700.00
KSA	INV0003224	03/19/2020	250,000 GALLON ELEVATED S...	415-99-57127		03/19/2020	7,550.12
KSA	INV0003224	03/19/2020	100,000 GALLON ELEVATED T...	415-99-57136		03/19/2020	10,312.12
Fund 415 - Capital Projects Total:							161,714.20
Fund: 500 - Water / Wastewater Fund							
City of Van	INV0003169	03/02/2020	REI PAYROLL W S PPE 2/28/20...	500-22900		03/02/2020	15,003.15
Reliant	111027897135	03/04/2020	12813941 800 E PENNSYLVAN..	500-40-56050		03/04/2020	1,216.25
Reliant	111027897135	03/04/2020	15573664 642 S BOIS D ARC	500-40-56050		03/04/2020	171.25
Reliant	111027897135	03/04/2020	13182673 642 S BOIS D ARC	500-40-56050		03/04/2020	24.69
Reliant	111027897135	03/04/2020	12811363 227 W MAIN	500-40-56050		03/04/2020	21.69
Reliant	111027897135	03/04/2020	128111388 113 W MAIN	500-40-56050		03/04/2020	27.41
Reliant	111027897135	03/04/2020	12813942 237 WAYNES ALLY	500-40-56050		03/04/2020	18.50
Reliant	111027897135	03/04/2020	12731040 CHESTNUT	500-40-56050		03/04/2020	13.28
Reliant	111027897135	03/04/2020	12813943 283 E PENNSYLVAN..	500-40-56050		03/04/2020	11.93
Reliant	111027897135	03/04/2020	12802061 -153 REDBUD PUMP	500-40-56050		03/04/2020	8.66
Reliant	111027897135	03/04/2020	12811364 OFF HICKORY	500-45-56050		03/04/2020	33.38
Reliant	111027897135	03/04/2020	12811366 311 CHESTNUT S...	500-45-56050		03/04/2020	8.22
Reliant	111027897135	03/04/2020	12811369 9615 FM SEWR	500-45-56050		03/04/2020	45.31
Reliant	111027897135	03/04/2020	12813944 881 E MAIN	500-45-56050		03/04/2020	271.73
Reliant	111027897135	03/04/2020	12811387 902 PARK ROW	500-45-56050		03/04/2020	2,787.24
Brynda Pool	18595	03/04/2020	CLEANING -WATER	500-10-53810		03/04/2020	103.50
Wholesale Pump & Supply, INC	253753	03/04/2020	WWTP	500-45-54510		03/04/2020	345.24
Environmental Systems Resea...	93792006	03/04/2020	COMPUTER SOFTWARE	500-10-53200		03/04/2020	33.57
Environmental Systems Resea...	93792006	03/04/2020	COMPUTER SOFTWARE	500-40-53200		03/04/2020	33.57
Environmental Systems Resea...	93792006	03/04/2020	COMPUTER SOFTWARE	500-45-53200		03/04/2020	33.57
Crow-Burlingame	INV0003172	03/04/2020	EQUIP MAINT	500-40-54250		03/04/2020	187.95
Crow-Burlingame	INV0003172	03/04/2020	VEHICLE MAINT	500-40-54350		03/04/2020	11.63
Crow-Burlingame	INV0003172	03/04/2020	EQUIP MAINT	500-45-54250		03/04/2020	68.86
Crow-Burlingame	INV0003172	03/04/2020	WASTEWATER MAINT	500-45-54500		03/04/2020	105.96
Carroll Water Supply	INV0003174	03/04/2020	UTILITIES	500-40-56050		03/04/2020	39.49
Goode's Texaco	INV0003177	03/04/2020	FUEL	500-40-52450		03/04/2020	670.80
Goode's Texaco	INV0003177	03/04/2020	VEHICLE INSPECTION	500-40-54220		03/04/2020	14.00
Goode's Texaco	INV0003177	03/04/2020	VEHICLE MAINT	500-40-54350		03/04/2020	181.95
Goode's Texaco	INV0003177	03/04/2020	VEHICLE MAINT	500-40-54350		03/04/2020	20.00
Johnson Lab & Supply Inc.	INV0003179	03/04/2020	229103-000	500-40-52950		03/04/2020	715.52
Johnson Lab & Supply Inc.	INV0003179	03/04/2020	228900-000	500-40-52950		03/04/2020	110.00
Johnson Lab & Supply Inc.	INV0003179	03/04/2020	228900-000	500-45-52950		03/04/2020	110.00
Johnson Lab & Supply Inc.	INV0003179	03/04/2020	229103-000	500-45-52950		03/04/2020	715.52
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	TELEPHONE -W & S	500-40-56700		03/04/2020	57.08
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	INTERNET	500-40-56705		03/04/2020	58.94
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	INTERNET	500-40-56705		03/04/2020	31.25
Peoples Telephone Cooperativ...	INV0003182	03/04/2020	INTERNET	500-45-56705		03/04/2020	31.25
East Texas Ice Machines	1131	03/11/2020	ICE MACHINE	500-40-57200		03/11/2020	87.50

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Staples Advantage,Dept Dal	1628083267	03/11/2020	SUPPLIES	500-10-52250		03/11/2020	43.12
Staples Advantage,Dept Dal	1628083267	03/11/2020	SUPPLIES	500-40-52250		03/11/2020	43.12
Staples Advantage,Dept Dal	1628083267	03/11/2020	SUPPLIES	500-45-52250		03/11/2020	43.10
Civic Plus	196897	03/11/2020	WEBSITE	500-10-54252		03/11/2020	312.38
Civic Plus	196897	03/11/2020	WEBSITE	500-40-54252		03/11/2020	312.75
Civic Plus	196897	03/11/2020	WEBSITE	500-45-54252		03/11/2020	312.71
Bloc Design Build	4175	03/11/2020	SCADA PANEL WELL NO 2	500-40-54600		03/11/2020	4,200.00
Verizon Wireless	9849613257	03/11/2020	903-638-1190	500-40-56700		03/11/2020	17.00
Verizon Wireless	9849613257	03/11/2020	903-638-5106	500-40-56700		03/11/2020	17.00
Verizon Wireless	9849613257	03/11/2020	903-638-5522	500-40-56700		03/11/2020	17.00
Verizon Wireless	9849613257	03/11/2020	903-638-9517	500-40-56700		03/11/2020	17.00
Verizon Wireless	9849613257	03/11/2020	903-368-4817 WATER DEPT # 3	500-40-56700		03/11/2020	24.05
Verizon Wireless	9849613257	03/11/2020	903-574-5539 WATER DEPT # 2	500-40-56700		03/11/2020	24.05
Verizon Wireless	9849613257	03/11/2020	903-638-1146	500-40-56700		03/11/2020	17.00
Verizon Wireless	9849613257	03/11/2020	903-574-5542 WASTEWATER ...	500-40-56700		03/11/2020	24.05
Verizon Wireless	9849613257	03/11/2020	903-638-1005 PARKS # 1	500-40-56700		03/11/2020	24.05
Verizon Wireless	9849613257	03/11/2020	903-368-4134 WATER DEPT	500-40-56700		03/11/2020	24.05
Verizon Wireless	9849613257	03/11/2020	903-638-4239 WATER DEPT I ...	500-40-56700		03/11/2020	37.99
Verizon Wireless	9849613257	03/11/2020	903-574-4646 WATER DEPT #.	500-40-56700		03/11/2020	41.47
Verizon Wireless	9849613257	03/11/2020	903-574-5541 WATER DEPT # 1	500-40-56700		03/11/2020	24.05
Verizon Wireless	9849613257	03/11/2020	903-574-5543 PW DIRECTOR	500-40-56700		03/11/2020	41.47
Dataprose LLC	DP2000748	03/11/2020	BILL PERIOD 2/1/2020 - 2/29/...	500-10-56550		03/11/2020	698.94
Xerox Corporation	INV0003196	03/11/2020	3TX-389176	500-40-56650		03/11/2020	48.67
CORE & MAIN	INV0003197	03/11/2020	L962520	500-40-54420		03/11/2020	1,283.30
CORE & MAIN	INV0003197	03/11/2020	L803996	500-40-54420		03/11/2020	62.83
CORE & MAIN	INV0003197	03/11/2020	L868927	500-40-54420		03/11/2020	1,171.41
CORE & MAIN	INV0003197	03/11/2020	L946682	500-40-54420		03/11/2020	670.32
CORE & MAIN	INV0003197	03/11/2020	L907070	500-45-54500		03/11/2020	2,434.93
CORE & MAIN	INV0003197	03/11/2020	L98660	500-45-54500		03/11/2020	361.51
Underground Utility Supply	INV0003198	03/11/2020	SUPPLIES	500-40-54420		03/11/2020	320.32
Underground Utility Supply	INV0003198	03/11/2020	SUPPLIES	500-40-54420		03/11/2020	61.96
Underground Utility Supply	INV0003198	03/11/2020	SUPPLIES	500-45-54510		03/11/2020	189.22
Van Zandt Newspaper, LLC	INV0003199	03/11/2020	473452 PUBLIC WORKS	500-40-53250		03/11/2020	162.40
UniFirst Corp. Attention: Acco...	INV0003200	03/11/2020	8261085980	500-40-56010		03/11/2020	89.36
UniFirst Corp. Attention: Acco...	INV0003200	03/11/2020	8261087180	500-40-56010		03/11/2020	89.36
UniFirst Corp. Attention: Acco...	INV0003200	03/11/2020	8261082555	500-40-56010		03/11/2020	102.61
UniFirst Corp. Attention: Acco...	INV0003200	03/11/2020	8261083693	500-40-56010		03/11/2020	116.76
UniFirst Corp. Attention: Acco...	INV0003200	03/11/2020	8261084842	500-40-56010		03/11/2020	122.36
Texas Municipal League Risk P...	INV0003202	03/11/2020	WOKERS; COMP AUDIT	500-40-51750		03/11/2020	928.45
Texas Municipal League Risk P...	INV0003202	03/11/2020	WOKERS; COMP AUDIT	500-45-51750		03/11/2020	149.75
Cynergy Technology	TY52701	03/11/2020	MONTHLY BILLING FOR MARCH	500-10-53200		03/11/2020	158.43
Cynergy Technology	TY52701	03/11/2020	MONTHLY BILLING FOR MARCH	500-40-53200		03/11/2020	308.42
Cynergy Technology	TY52701	03/11/2020	MONTHLY BILLING FOR MARCH	500-45-53200		03/11/2020	157.43
City of Van	INV0003216	03/16/2020	REI PAYROLL W S PPE 3/13/20...	500-22900		03/16/2020	15,336.46

March Expense Approval Report

Payment Dates: 03/01/2020 - 03/31/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
JDS SURVEYING	01638	03/19/2020	FIELD & OFFICE WORK	500-40-53610		03/19/2020	570.00
Matheson Tri-Gas Inc	21349759	03/19/2020	NITROGEN	500-40-54600		03/19/2020	38.93
James M. Renfro	3878	03/19/2020	CITY HALL	500-10-54200		03/19/2020	1.46
James M. Renfro	3878	03/19/2020	CITY HALL	500-40-54200		03/19/2020	1.46
James M. Renfro	3878	03/19/2020	CITY HALL	500-45-54200		03/19/2020	1.44
WEX BANK - ExxonMobil Fleet...	64421106	03/19/2020	FUEL WATER DEPT	500-40-52450		03/19/2020	651.60
Ana-Lab	A0481732	03/19/2020	LABS FOR FEBRUARY	500-40-56400		03/19/2020	100.00
Ana-Lab	A0481732	03/19/2020	LABS FOR FEBRUARY	500-45-56400		03/19/2020	417.00
KEVIN STRYKER	INV0003219	03/19/2020	WATER WELLS	500-40-54600		03/19/2020	255.00
KEVIN STRYKER	INV0003219	03/19/2020	WWTP	500-45-54510		03/19/2020	85.00
Frontier Communications	INV0003223	03/19/2020	903-963-1423-110602-5 WELL...	500-40-56700		03/19/2020	66.77
Frontier Communications	INV0003223	03/19/2020	210-188-1570-102104-5 106 C...	500-40-56700		03/19/2020	147.00
Frontier Communications	INV0003223	03/19/2020	903-963-3256-010165-5- GRO...	500-40-56700		03/19/2020	190.35
Frontier Communications	INV0003223	03/19/2020	210-030-2702-050214-5 WELL...	500-40-56700		03/19/2020	103.02
KSA	INV0003224	03/19/2020	GENERAL ENGINEERING	500-40-53610		03/19/2020	750.00
Global/Open Edge	INV0003225	03/19/2020	CREDIT CARDS	500-10-60885		03/19/2020	120.07
Global/Open Edge	INV0003225	03/19/2020	CRDEIT CARDS	500-10-60885		03/19/2020	305.92
Tyler Technologies, Inc.	025-289783	03/26/2020	1099 & W-2	500-10-53200		03/26/2020	60.98
Tyler Technologies, Inc.	025-289783	03/26/2020	1099 & W-2	500-40-53200		03/26/2020	396.37
Tyler Technologies, Inc.	025-289783	03/26/2020	1099 & W-2	500-45-53200		03/26/2020	30.49
Pitney Bowes Reserve Account	1015223020	03/26/2020	POSTAGE	500-10-56550		03/26/2020	29.25
GRANICUS	122441	03/26/2020	AGENDA & MINUTES	500-40-53200		03/26/2020	61.11
Texas Cell Net Inc.	59129	03/26/2020	PUBLIC WORKS	500-40-56705		03/26/2020	116.88
Interface Security Systems, LLC.	INV0003228	03/26/2020	C1128117	500-40-53990		03/26/2020	50.00
Interface Security Systems, LLC.	INV0003228	03/26/2020	C1062099	500-40-53990		03/26/2020	27.74
Texas Bank and Trust	INV0003235	03/26/2020	JOHNSON 9722	500-40-54420		03/26/2020	214.00
Texas Bank and Trust	INV0003235	03/26/2020	JOHNSON 9722	500-40-56100		03/26/2020	250.00
Texas Bank and Trust	INV0003235	03/26/2020	JOHNSON 9722	500-40-56100		03/26/2020	250.00
Texas Bank and Trust	INV0003235	03/26/2020	JOHNSON 9722	500-40-56400		03/26/2020	111.00
Texas Bank and Trust	INV0003235	03/26/2020	JOHNSON 9722	500-40-56400		03/26/2020	111.00
Texas Bank and Trust	INV0003235	03/26/2020	HUFF 7480	500-40-56800		03/26/2020	9.22
Texas Bank and Trust	INV0003235	03/26/2020	JOHNSON 9722	500-40-56800		03/26/2020	8.07
Texas Bank and Trust	INV0003235	03/26/2020	JOHNSON 9722	500-40-56800		03/26/2020	9.82
Texas Bank and Trust	INV0003235	03/26/2020	JOHNSON 9722	500-45-54500		03/26/2020	214.00
Deer Oaks EAP Services LLC	PCOV20-03	03/26/2020	MARCH EAP SERVICE	500-10-51500		03/26/2020	3.75
Deer Oaks EAP Services LLC	PCOV20-03	03/26/2020	MARCH EAP SERVICE	500-40-51500		03/26/2020	6.23
Deer Oaks EAP Services LLC	PCOV20-03	03/26/2020	MARCH EAP SERVICE	500-45-51500		03/26/2020	1.25
City of Van	INV0003243	03/30/2020	REI PAYROLL W S PPE 3/27/20...	500-22900		03/30/2020	11,567.58
Fund 500 - Water / Wastewater Fund Total:							71,406.21
Grand Total:							446,291.37

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	210,621.76
110 - Economic Development Fund	125.00
115 - Fire Department Equipment Fund	1,608.20
200 - Hotel Occupancy Tax Fund	816.00
415 - Capital Projects	161,714.20
500 - Water / Wastewater Fund	71,406.21
Grand Total:	446,291.37

Account Summary

Account Number	Account Name	Payment Amount
100-10-51500	Benefits-Health, Dental,Vi...	2.49
100-10-51750	Workers Comp Insurance	89.85
100-10-52250	Office Supplies	43.16
100-10-52450	Fuel	359.13
100-10-52500	Supplies	62.70
100-10-53100	Attorney Fees	350.00
100-10-53200	Computer Software & Equ...	526.12
100-10-53610	Professional Services or F...	12,500.00
100-10-53810	Janitorial Service	103.50
100-10-53990	Security Cameras / Alarm	27.73
100-10-54200	Building & Grounds Maint...	143.71
100-10-54252	Web Site Maintenance	312.75
100-10-56000	Dues and Subscriptions	185.00
100-10-56050	Utilities	199.39
100-10-56100	Training/Education	975.00
100-10-56550	Postage	29.25
100-10-56650	Copier Lease	48.67
100-10-56700	Telephone / Cellular Servi...	556.22
100-10-56705	Internet Service	31.25
100-10-56800	Travel/Lodging/Meals	811.40
100-10-60885	Credit Card Payment Proc...	141.99
100-11-56700	Telephone/Cellular Service	21.22
100-12-51901	City Council Stipend	250.00
100-12-53200	Computer Software & Equ...	243.49
100-12-56700	Telephone / Cellular Servi...	41.47
100-15-52250	Office Supplies	43.12
100-15-53200	Computer Software & Equ...	33.61
100-15-53810	Janitorial Service	103.50
100-15-53990	Security Cameras / Alarm	13.50
100-15-54200	Building & Grounds Maint...	1.46

Account Summary

Account Number	Account Name	Payment Amount
100-15-54252	Web Site Maintenance	312.38
100-15-56050	Utilities	189.74
100-15-57200	Equipment	50.00
100-20-51500	Benefits-Health, Dental,Vi...	1.24
100-20-51750	Workers Comp Insurance	29.95
100-20-52250	Office Supplies	43.12
100-20-53100	Attorney Fees	150.00
100-20-53200	Computer Software & Equ...	464.13
100-20-53810	Janitorial Service	103.50
100-20-53990	Security Cameras / Alarm	27.73
100-20-54200	Building & Grounds Maint...	1.46
100-20-54252	Web Site Maintenance	312.38
100-20-56050	Utilities	49.08
100-20-56550	Postage	29.25
100-20-56650	Copier Lease	48.66
100-20-56700	Telephone / Cellular Servi...	87.89
100-20-56705	Internet Service	31.25
100-20920	Sales Tax Payable - Garba...	2,427.99
100-22900	DUE TO PAYROLL	99,080.39
100-30-51500	Benefits-Health, Dental,Vi...	9.96
100-30-51750	Workers Comp Insurance	1,437.60
100-30-52250	Office Supplies	43.12
100-30-52450	Fuel	1,424.22
100-30-53200	Computer Software & Equ...	2,952.06
100-30-53610	Professional Services or F...	50.00
100-30-53630	Investigative Funds	160.69
100-30-53810	Janitorial Service	206.00
100-30-53990	Security Cameras / Alarm	32.20
100-30-54200	Building & Grounds Maint...	1.46
100-30-54252	Web Site Maintenance	312.75
100-30-54350	Vehicle – Maint & Repairs	259.85
100-30-56000	Dues and Subscriptions	35.00
100-30-56010	Uniform & Clothing	140.99
100-30-56050	Utilities	446.27
100-30-56100	Training/Education	70.00
100-30-56550	Postage	29.25
100-30-56650	Copier Lease	133.29
100-30-56700	Telephone / Cellular Servi...	967.31
100-30-56705	Internet Service	156.25
100-30-57580	Communication Radios	175.00
100-32-52250	Office Supplies	43.12
100-32-53200	Computer Software & Equ...	64.06

Account Summary

Account Number	Account Name	Payment Amount
100-32-53250	Advertising/Publications	173.20
100-32-54200	Building & Grounds Maint...	1.46
100-32-54252	Web Site Maintenance	312.38
100-32-56700	Telephone / Cellular Servi...	14.95
100-32-56705	Internet Service	31.25
100-35-51500	Benefits-Health, Dental,Vi...	180.00
100-35-51750	Workers Comp Insurance	179.70
100-35-52250	Office Supplies	43.12
100-35-52450	Fuel	244.16
100-35-53200	Computer Software & Equ...	369.09
100-35-54200	Building & Grounds Maint...	14.45
100-35-54252	Web Site Maintenance	312.38
100-35-54350	Vehicle – Maint & Repairs	217.10
100-35-56010	Uniform & Clothing	112.50
100-35-56050	Utilities	542.12
100-35-56100	Training/Education	291.69
100-35-56700	Telephone / Cellular Servi...	9.95
100-35-56705	Internet Service	31.25
100-35-56800	Travel/Lodging/Meals	138.89
100-35-57200	Equipment	970.00
100-39-52500	Supplies	1,000.00
100-46-51750	Workers Comp Insurance	119.80
100-46-52350	Street Material	1,738.02
100-46-52450	Fuel	64.00
100-46-53200	Computer Software & Equ...	33.57
100-46-54200	Building & Grounds Maint...	1.46
100-46-54220	Vehicle Registration	14.00
100-46-54252	Web Site Maintenance	312.38
100-46-54350	Vehicle – Maint & Repairs	579.00
100-46-56050	Utilities	5,222.82
100-60-51500	Benefits-Health, Dental, V...	1.24
100-60-51750	Workers Comp Insurance	29.95
100-60-52250	Office Supplies	43.12
100-60-52450	Fuel	81.29
100-60-52950	Chemicals	518.90
100-60-53200	Computer Software & Equ...	33.57
100-60-53250	Advertising/Publications	167.80
100-60-53990	Security Cameras / Alarm	52.00
100-60-54200	Building & Grounds Maint...	8,854.43
100-60-54250	Equipment – Maint & Rep...	50.89
100-60-54252	Web Site Maintenance	312.38
100-60-54790	Tools	4.30

Account Summary

Account Number	Account Name	Payment Amount
100-60-56010	Uniform & Clothing	278.00
100-60-56050	Utilities	934.66
100-60-56700	Telephone / Cellular Servi...	65.52
100-60-57200	Equipment	87.50
100-60-60885	Credit Card Processing Fe...	58.75
100-64-51500	Benefits-Health, Dental,Vi...	1.24
100-64-51750	Workers Comp Insurance	29.95
100-64-52250	Office Supplies	43.12
100-64-53200	Computer Software & Equ...	524.07
100-64-53990	Security Cameras / Alarm	13.50
100-64-54200	Building & Grounds Maint...	1.46
100-64-54252	Web Site Maintenance	312.38
100-64-56050	Utilities	124.88
100-64-56650	Copier Lease	133.98
100-64-56700	Telephone / Cellular Servi...	49.90
100-64-56705	Internet Service	156.25
100-64-57200	Equipment	50.00
100-99-53550	Hosting / Meeting Expense	12.00
100-99-53610	Professional Services or F...	5,886.93
100-99-53615	Promotional Events & Tra...	8,433.39
100-99-56420	Garbage Service Expense	20,622.05
100-99-56425	EDC Expense to be Reimb...	160.00
100-99-60100	Sales Tax Due to EDC	18,376.40
110-11-56705	Internet Service	125.00
115-35-53200	Computer Software & Equ...	138.20
115-35-57200	Equipment	1,470.00
200-99-53250	Advertising/Publications	816.00
415-99-53610	Professional Services or F...	11,002.76
415-99-57125	250,000 Elevated Storage ...	8,700.00
415-99-57127	Ground Storage #2	46,690.12
415-99-57128	SCADA System	4,200.00
415-99-57136	100k Elevated Storage Re...	91,121.32
500-10-51500	Benefits-Health, Dental,Vi...	3.75
500-10-52250	Office Supplies	43.12
500-10-53200	Computer Software & Equ...	252.98
500-10-53810	Janitorial Service	103.50
500-10-54200	Building & Grounds Maint...	1.46
500-10-54252	Web Site Maintenance	312.38
500-10-56550	Postage	728.19
500-10-60885	Credit Card Payment Proc...	425.99
500-22900	DUE TO PAYROLL	41,907.19
500-40-51500	Benefits-Health, Dental,Vi...	6.23

Account Summary

Account Number	Account Name	Payment Amount
500-40-51750	Workers Comp Insurance	928.45
500-40-52250	Office Supplies	43.12
500-40-52450	Fuel	1,322.40
500-40-52950	Chemicals	825.52
500-40-53200	Computer Software & Equ...	799.47
500-40-53250	Advertising/Publications	162.40
500-40-53610	Professional Services or F...	1,320.00
500-40-53990	Security Cameras / Alarm	77.74
500-40-54200	Building & Grounds Maint...	1.46
500-40-54220	Vehicle Registration	14.00
500-40-54250	Equipment – Maint & Rep...	187.95
500-40-54252	Web Site Maintenance	312.75
500-40-54350	Vehicle – Maint & Repairs	213.58
500-40-54420	Maint & Repairs - Distribu...	3,784.14
500-40-54600	Maint & Repairs - Water ...	4,493.93
500-40-56010	Uniform & Clothing	520.45
500-40-56050	Utilities	1,553.15
500-40-56100	Training/Education	500.00
500-40-56400	Permits, License and Lab...	322.00
500-40-56650	Copier Lease	48.67
500-40-56700	Telephone / Cellular Servi...	914.45
500-40-56705	Internet Service	207.07
500-40-56800	Travel/Lodging/Meals	27.11
500-40-57200	Equipment	87.50
500-45-51500	Benefits-Health, Dental,Vi...	1.25
500-45-51750	Workers Comp Insurance	149.75
500-45-52250	Office Supplies	43.10
500-45-52950	Chemicals	825.52
500-45-53200	Computer Software & Equ...	221.49
500-45-54200	Building & Grounds Maint...	1.44
500-45-54250	Equipment – Maint & Rep...	68.86
500-45-54252	Web Site Maintenance	312.71
500-45-54500	Maint & Repairs - Sewer S...	3,116.40
500-45-54510	Maint & Repairs - WWTP	619.46
500-45-56050	Utilities	3,145.88
500-45-56400	Permits, License and Lab...	417.00
500-45-56705	Internet Service	31.25
Grand Total:		446,291.37

Project Account Summary

Project Account Key	Payment Amount
None	446,291.37
Grand Total:	446,291.37



**NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
Thursday, March 12, 2020
7:00 PM**

Don Smith
Mayor

Amanda Davis
Mayor Pro-Tem

Linzy Neal
Councilmember

Pete Lucas
Councilmember

Councilmember

Ernie Burns
Councilmember

MINUTES

I. CALL MEETING TO ORDER

Present: Ernie Burns, Amanda Davis, Pete Lucas, Linzy Neal, Ryan Hanson
City Staff: Charles West, Mary Thompson, Kevin Johnson, Chief Brown, Charles Ryan
Absent: Sereca Huff-Huggins

II. INVOCATION

Invocation was led by: David Barber

III. PLEDGE OF ALLEGIANCE

Led by Mayor Smith

A. US Flag

B. Texas Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

IV. OPEN FORUM

The opportunity for citizens to address the City Council on any non-agenda item (**limit 3 minutes per person**); however, the Texas Open Meetings Act prohibits the City Council from discussing issues which the public has not been given seventy- two (72) hour notice. Issues raised may be referred to City Staff for research and potential future action.

Ryan Hanson gave update on Vandi Gras event.

Gene Keenon with Republic Services presented a check to the Fire Department.

V. ACTION ITEMS

- A. Appoint Ryan Hanson to fill the remainder of Paul Bullington's term for City Council Place 4 that was left vacant after Council Member Bullington resigned.

RESULT:	Passed
MOVER:	Amanda Davis
SECONDER:	Ernie Burns
AYES:	Amanda Davis, Linzy Neal, Pete Lucas, Ernie Burns, Ryan Hanson
NAYS:	None
ABSTAINED:	None

- B. Presentation and action on Retail Coach agreement

RESULT:	Passed
MOVER:	Ernie Burns
SECONDER:	Amanda Davis
AYES:	Amanda Davis, Linzy Neal, Pete Lucas, Ernie Burns, Ryan Hanson
NAYS:	None
ABSTAINED:	None

Retail Coach gave update on travel center and recruitment for the City of Van.
Council will continue with Retail Coach.

- C. Discussion and appropriate action on a rate increase which is included within the current garbage contract with Republic Services

RESULT:	Passed
MOVER:	Linzy Neal
SECONDER:	Pete Lucas
AYES:	Amanda Davis, Linzy Neal, Pete Lucas, Ernie Burns, Ryan Hanson
NAYS:	None
ABSTAINED:	None

D. Approve Certification of Unopposed Candidates

RESULT:	Passed
MOVER:	Pete Lucas
SECONDER:	Amanda Davis
AYES:	Amanda Davis, Linzy Neal, Pete Lucas, Ernie Burns, Ryan Hanson
NAYS:	None
ABSTAINED:	None

E. Approve Order Canceling May 2020 Election for the City of Van

RESULT:	Passed
MOVER:	Amanda Davis
SECONDER:	Pete Lucas
AYES:	Amanda Davis, Linzy Neal, Pete Lucas, Ernie Burns, Ryan Hanson
NAYS:	None
ABSTAINED:	None

F. Appoint two member to the Planning & Zoning Commission

RESULT:	Passed
MOVER:	Ernie Burns
SECONDER:	Amanda Davis
AYES:	Amanda Davis, Linzy Neal, Pete Lucas, Ernie Burns, Ryan Hanson
NAYS:	None
ABSTAINED:	None

Appointment of Lori Thompson.

G. Discussion and Action concerning the Annual Oil Festival to be held in October 2020

RESULT:	Postpone
MOVER:	Pete Lucas
SECONDER:	Linzy Neal
AYES:	Amanda Davis, Linzy Neal, Pete Lucas, Ernie Burns, Ryan Hanson
NAYS:	None
ABSTAINED:	None

Council would like further discussion.

- H. Approve the two Associate Judges for Van Municipal Court

No action taken.

VI. **CONSENT AGENDA**

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member request an item be removed and considered separately.)

RESULT:	Passed
MOVER:	Linzy Neal
SECONDER:	Pete Lucas
AYES:	Amanda Davis, Linzy Neal, Pete Lucas, Ernie Burns, Ryan Hanson
NAYS:	None
ABSTAINED:	None

- A. February 2020 Expenditures
B. February 13, 2020 Minutes

VII. **INFORMATION AND DISCUSSION**

- A. Discussion on current water / wastewater rates

Mr. West and council discussed water rates.
No action taken.

- B. Discussion on current fees for permits and rental of city owned facilities

Mr. West discussed rates in regards to fee schedule for permits and rental of Movie House and community center.

- C. Discussion on Budget Amendments to be presented at the next City Council Meeting

Mr. West and council discussed budget amendments for nest council meeting.

- D. Update on current and future City Projects

Mr. West gave updates on city projects.

VIII. EXECUTIVE SESSION

Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.072, 551.073, 551.074, 551.076, 551.087, and Section 418.183(f) of the Texas Government Code (Texas Disaster Act). Refer to posted list attached hereto and incorporated here in.

Did not convene.

A. Review of City Administrator Charles West

IX. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION IF ANY

X. REPORTS

Mr. West gave updates on reports.

A. Police Department

RESULT:	Reviewed
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B. Municipal Court

RESULT:	Reviewed
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C. Public Works Report

RESULT:	Reviewed
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D. Christus EMS Response Time Report

RESULT:	Reviewed
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E. Library Report

RESULT:	Reviewed
----------------	-----------------

F. Fire Department

RESULT:	Reviewed
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G. Parks & Recreation

RESULT:	Reviewed
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RECEIVE REQUESTS FROM COUNCIL MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA

Discussion under this item must be limited to whether the Council wishes to include a potential agenda item on a future agenda.

XI. **ADJOURN**

RESULT:	Passed
MOVER:	Amanda Davis
SECONDER:	Linzy Neal
AYES:	Amanda Davis, Linzy Neal, Pete Lucas, Ernie Burns, Ryan Hanson
NAYS:	None
ABSTAINED:	None



DATA SHEET
AGENDA ITEM NO. VI.A.

Meeting Date: April 9, 2020

Department:

Administration

Agenda Item:

Motorcycle Safety and Awareness Proclamation

Background:

Financial Impact:

Recommendation:

For more information, please contact Charles West, City Administrator at (903)
963-7216.

Submitted by NAME, DATE

City of Van Proclamation

IN RECOGNITION OF "MOTORCYCLE SAFETY AND AWARENESS MONTH"

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve; and

Now, THEREFORE, I _____, Mayor of the City of Van do hereby proclaim the month of May 2020 as Motorcycle Safety and Awareness Month in Van Texas. Further, I urge all residents to do their part to increase safety and awareness in our community. I have here unto set my hand and the seal of the City of Van, to be affixed this month of April 2020 as

"Motorcycle Safety And Awareness Month"



DATA SHEET
AGENDA ITEM NO. VII.A.

Meeting Date: April 9, 2020

Department:

Administration

Agenda Item:

Approve Construction Manager at Risk Contract for the Construction of McMillan Park

Background:

As you are aware we have been working through the grant process of getting McMillan Park. It was suggested by the consultants to go with a Construction Manager at Risk, so local companies can bid on the parts of the project they are qualified to do since there are only a few complete park builders within our area. We reviewed the three construction companies that bid and our recommendation is Garret out of Whitehouse. The bid tab is attached along with the proposed contract

Financial Impact:

Recommendation:

For more information, please contact Charles West, City Administrator at (903) 963-7216.



March 27th, 2020

Mr. Charles West
Van City Administrator
113 W. Main Street
Van, Texas 75790

RE: Van McMillan Park – CM at Risk Proposal

Dear Mr. West:

On March 17th, 2020 the City of Van received three proposals for the City's Construction Manager at Risk Contractor for McMillan Park. After reviewing all the proposals, the City and design team jointly decided that Garrett and Associates General Contractors from Tyler, Texas was the most qualified to construct the improvements at McMillan Park.

Once selected by the City Council, you will enter into a contract with the Construction Manager At-Risk. They will review our plans and specifications (currently 70% complete) and make value engineering recommendations. We will then complete the plans and specifications and they will provide the City with a guaranteed maximum price to construct the park. It is anticipated that the construction will be performed by a combination Garrett and Associates personnel and local contractors which will be determined through a public bid process. Garrett and Associates will provide on-site construction supervision throughout the entirety of the project.

If you have any questions or need anything additional, please do not hesitate to contact me.

Sincerely,

William H. Spencer P.E.

McMillan Park - Van, TX (CMAR Proposals)													
ITEMS		CONTRACTORS											
Number	Description/Fee	Garrett				Watson				Linbeck			
		MHS	CR	CW	Tot	MHS	CR	CW	Tot	MHS	CR	CW	Tot
1	Cost (40%)	10	10	10	4.00	6	7	8	2.80	1	5	8	1.87
2	Experience of the Firm and the Project Team in similar projects (15%)	5	7	8	1.00	5	7	8	1.00	10	7	8	1.25
3	"Chemistry" of the Company with the Owner (10%)	8	8	8	0.80	5	8	10	0.77	8	8	8	0.80
4	Ability to meet and exceed construction schedules for construction (15%)	5	10	10	1.25	5	10	10	1.25	5	10	10	1.25
5	Best Value to the Owner (20%)	6	10	10	1.73	8	10	8	1.73	6	10	5	1.40
	OVERALL SCORE =	34	45	46	8.78	29	42	44	7.55	30	40	39	6.57

AIA[®] Document A133[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 3 day of April in the year 2020
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Van Texas
PO Box 487
113 W Main
Van, TX 75790
903.963.7216

and the Construction Manager:
(Name, legal status, address, and other information)

Garrett & Associates General Contractors
21405 CR 2182
Whitehouse, TX 75791
903.839.7909

for the following Project:
(Name, location, and detailed description)

McMillan Park
City of Van, TX
Project No.: 19-020

The Architect:
(Name, legal status, address, and other information)

MHS Planning & Design, LLC
212 West 9th St.
Tyler, TX 75701
903.597.6606

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
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- 8 DISCOUNTS, REBATES, AND REFUNDS
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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Construction of new park facility to include: a parking lot, restroom facility, playground, pond, pavilion, fishing pier with kayak launch, trails, irrigation and landscaping.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Final VE Design - April 30, 2020

.2 Construction commencement date:

June 1, 2020

.3 Substantial Completion date or dates:

December 31, 2020

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

None.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

(List name, address, and other contact information.)

Charles West - City Manager

903.963.7216 (O)

903.368.0196 (C)

cwest@vantx.gov

PO Box 487

Van, TX 75790

Charles Ryan - Parks

903.963.7216 (O)

903.569.4057 (C)

cryan@vantx.gov

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PO Box 487
Van, TX 75790

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Terracon Consultants, Inc.
104 Jordan Plaza Blvd., Ste. 401
Tyler, TX 75704
903.593.7252

.2 Civil Engineer:

MHS Planning & Design, LLC
212 West 9th Street
Tyler, TX 75701
903.597.6606

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

William H. Spencer - P.E.
903.597.6606 (O)
214.796.8807 (C)
whs@mhsplanning.com
212 West 9th St.
Tyler, TX 75701

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Sally Williams - Project Manager
903.839.7909 (O)
903.330.2495 (C)
sgwilliams@garrettgc.com
21405 CR 2182
Whitehouse, TX 75791

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§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

The CMR will competitively bid and enter into subcontracts for all portions of the work. Any potential self-performed work will be competitively bid by the CMR. All subcontract bids will be reviewed by the Owner prior to award. Bidding shall be to a minimum of three (3) subcontractors for each trade, unless circumstances preclude or are not appropriate to the project.

§ 1.1.15 Other Initial Information on which this Agreement is based:

MHS Planning & Design LLC pre-proposal meeting notes, dated March 4, 2020.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential

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Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER’S RESPONSIBILITIES

The Construction Manager’s Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager’s Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner’s program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect’s review and the Owner’s acceptance. The Construction Manager shall obtain the Architect’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities; and identify items that affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

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§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure

Init.

the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect.

Init.

The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section

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4.2.1 of A201–2017, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect’s scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Zero (\$0.00)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

%

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

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§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

5.75% of the cost of the work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

5.75% of the cost of the work

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Two Hundred Dollars (\$200.00) / Calendar Day

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Any cost savings below the GMP will revert to the Owner.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

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§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Sally Williams, Project Manager: Twenty (20%) Percent
Jamie Boersma, Project Coordinator: Ten (10%) Percent

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the

completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

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§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

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- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next

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Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5%) Percent

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

As agreed upon by the Owner, Engineer and CMR

Init.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of

Init.

AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Prime Plus 1 %

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

None.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Article 15 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

Init.

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction

Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

5.75% of any costs incurred prior to termination

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

Init.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

Init.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

- .6 Other Exhibits:
(Check all boxes that apply.)

[] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234–2019 incorporated into this Agreement.)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Init.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Randy Garrett President
(Printed name and title)

Init.

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User Notes:

(3B9ADA5C)

Additions and Deletions Report for **AIA® Document A133™ – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:11:59 CT on 04/06/2020.

PAGE 1

AGREEMENT made as of the 3 day of April in the year 2020

...

City of Van Texas
PO Box 487
113 W Main
Van, TX 75790
903.963.7216

...

Garrett & Associates General Contractors
21405 CR 2182
Whitehouse, TX 75791
903.839.7909

...

McMillan Park
City of Van, TX
Project No.: 19-020

...

MHS Planning & Design, LLC
212 West 9th St.
Tyler, TX 75701
903.597.6606

PAGE 2

Construction of new park facility to include: a parking lot, restroom facility, playground, pond, pavilion, fishing pier with kayak launch, trails, irrigation and landscaping.

PAGE 3

850,000

...

Final VE Design - April 30, 2020

...

June 1, 2020

...

December 31, 2020

...

None.

...

Charles West - City Manager

903.963.7216 (O)

903.368.0196 (C)

cwest@vantx.gov

PO Box 487

Van, TX 75790

Charles Ryan - Parks

903.963.7216 (O)

903.569.4057 (C)

cryan@vantx.gov

PO Box 487

Van, TX 75790

PAGE 4

Terracon Consultants, Inc.

...

104 Jordan Plaza Blvd., Ste. 401

...

Tyler, TX 75704

...

903.593.7252

...

MHS Planning & Design, LLC

...

212 West 9th Street

...

Tyler, TX 75701

...

903.597.6606

...

William H. Spencer - P.E.
903.597.6606 (O)
214.796.8807 (C)
whs@mhsplanning.com
212 West 9th St.
Tyler, TX 75701

...

Sally Williams - Project Manager
903.839.7909 (O)
903.330.2495 (C)
sgwilliams@garrettgc.com
21405 CR 2182
Whitehouse, TX 75791

PAGE 5

The CMR will competitively bid and enter into subcontracts for all portions of the work. Any potential self-performed work will be competitively bid by the CMR. All subcontract bids will be reviewed by the Owner prior to award. Bidding shall be to a minimum of three (3) subcontractors for each trade, unless circumstances preclude or are not appropriate to the project.

...

MHS Planning & Design LLC pre-proposal meeting notes, dated March 4, 2020.

PAGE 11

Zero (\$0.00)

PAGE 12

5.75% of the cost of the work

...

5.75% of the cost of the work

...

Two Hundred Dollars (\$200.00) / Calendar Day

...

Any cost savings below the GMP will revert to the Owner.

PAGE 13

Sally Williams, Project Manager: Twenty (20%) Percent
Jamie Boersma, Project Coordinator: Ten (10%) Percent

PAGE 17

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 18

Five (5%) Percent

...

As agreed upon by the Owner, Engineer and CMR

PAGE 20

Prime Plus 1 %

...

None.

...

[X] Arbitration pursuant to Article 15 of AIA Document A201-2017

PAGE 22

5.75% of any costs incurred prior to termination

PAGE 23

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

...

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

...

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

PAGE 25

Randy Garrett President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Randy Garrett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:11:59 CT on 04/06/2020 under Order No. 3279992696 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)



DATA SHEET
AGENDA ITEM NO. VII.B.

Meeting Date: April 9, 2020

Department:

Administration

Agenda Item:

Update and any necessary action relating to the City of Van's response to the COVID-19 Pandemic

Background:

Financial Impact:

Recommendation:

For more information, please contact Charles West, City Administrator at (903) 963-7216.

Submitted by NAME, DATE



City of Van

Public Works Report

April 9, 2020

Council Meeting

Staff:

Kevin Johnson

Mark Jackson

Earl Brown

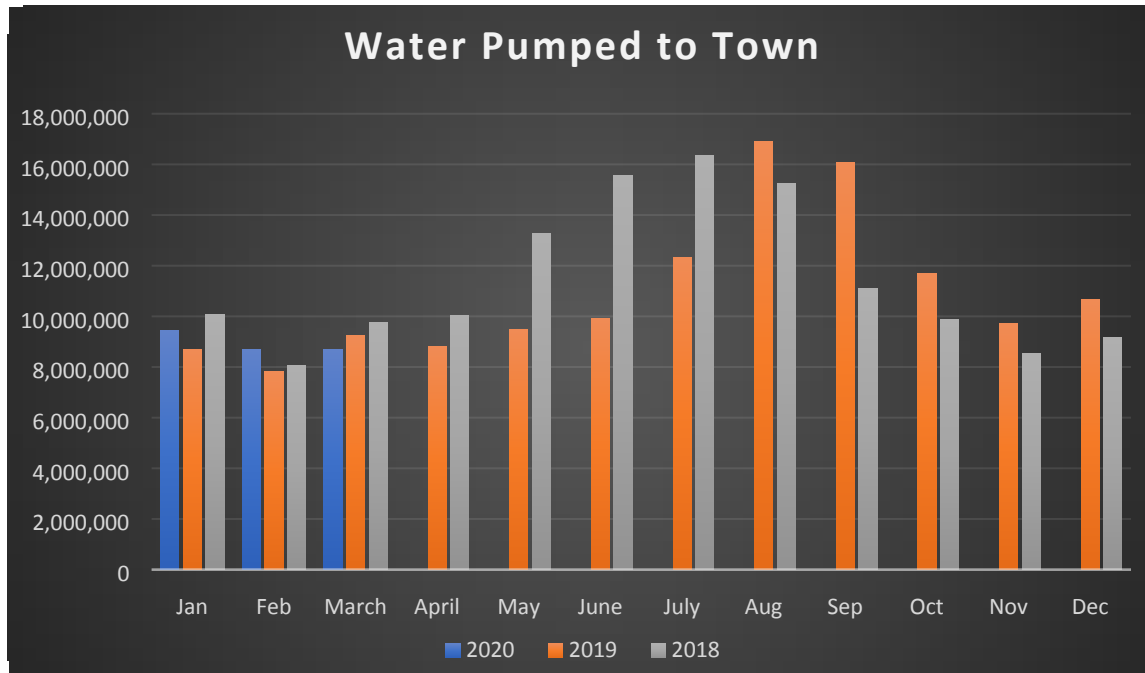
Jose Guerrero

Clint Welborn

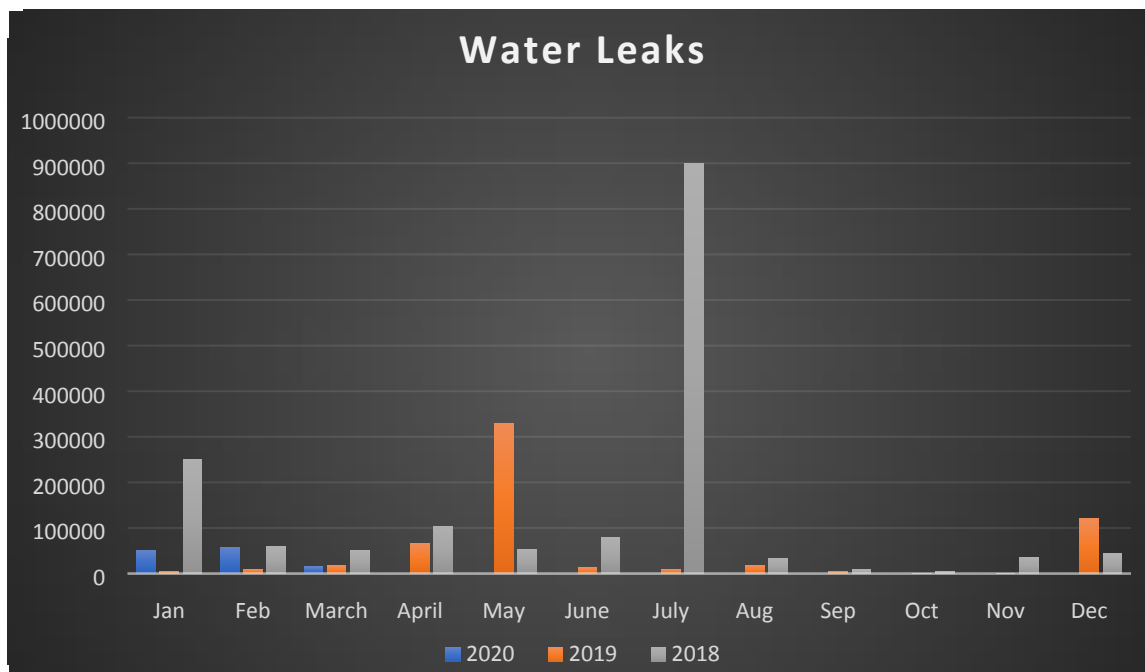
Jeff Green

Water

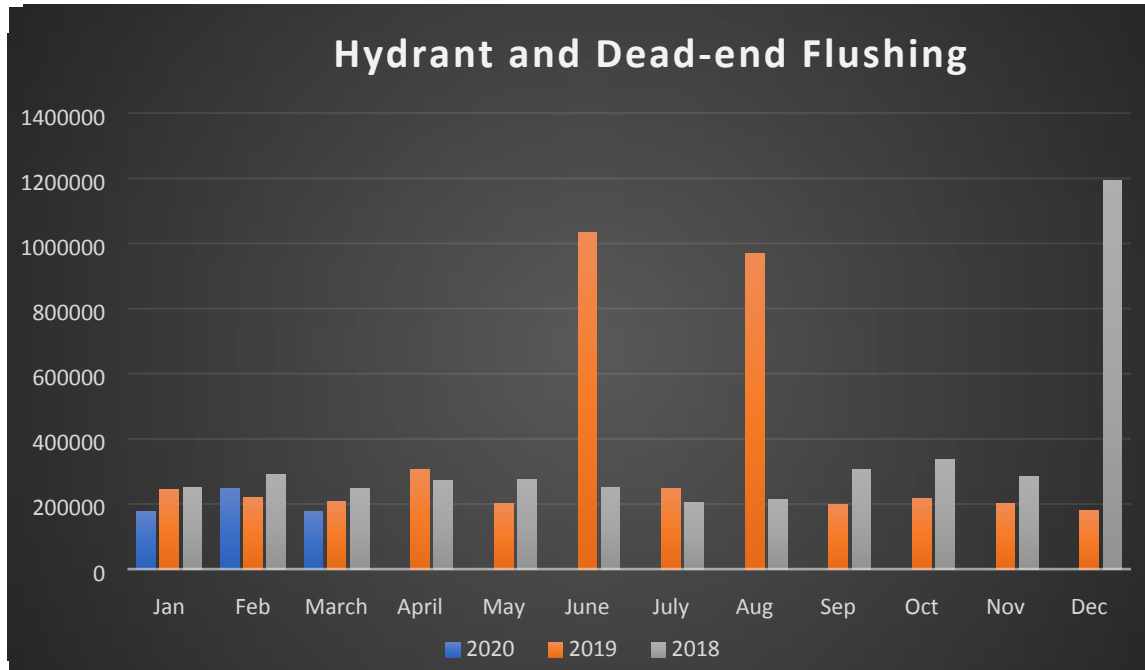
Water Pumped to Town 8,696,000



Leaks 15,000



Flushing 176,700



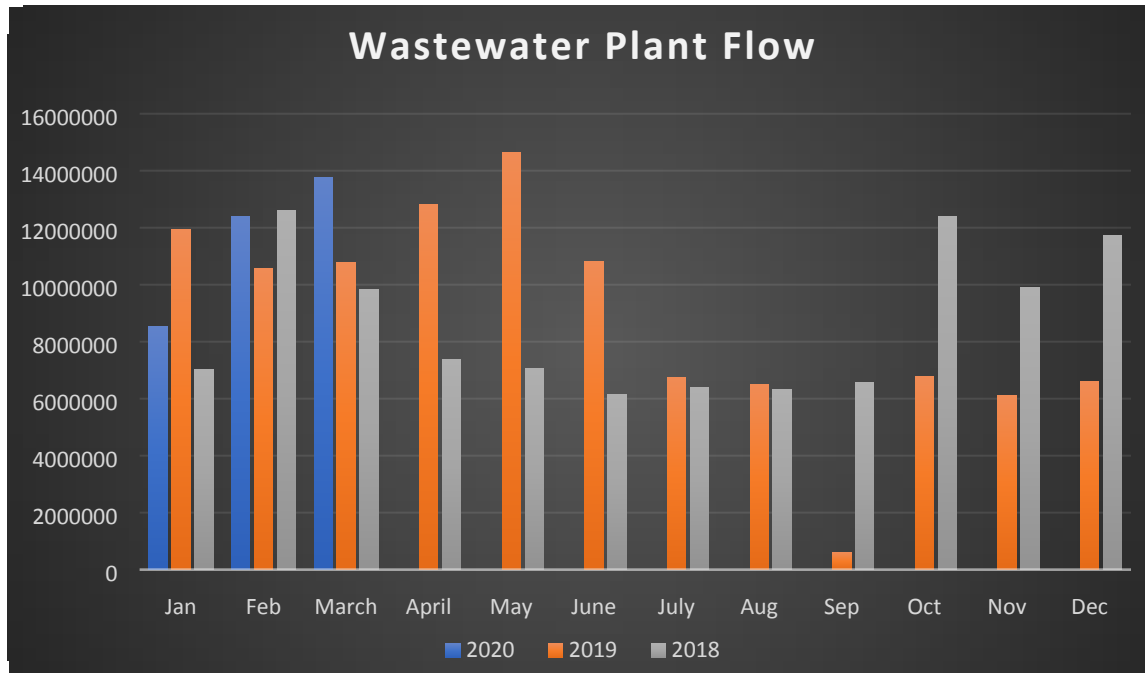
- We continue to conduct the monthly flushing program which is required by Texas Commission on Environmental Quality (TCEQ). The program requires staff to flush each dead-end mainlines once a month to ensure the quality of the drinking water and maintain the free chlorine residual in the water.

Leak Report

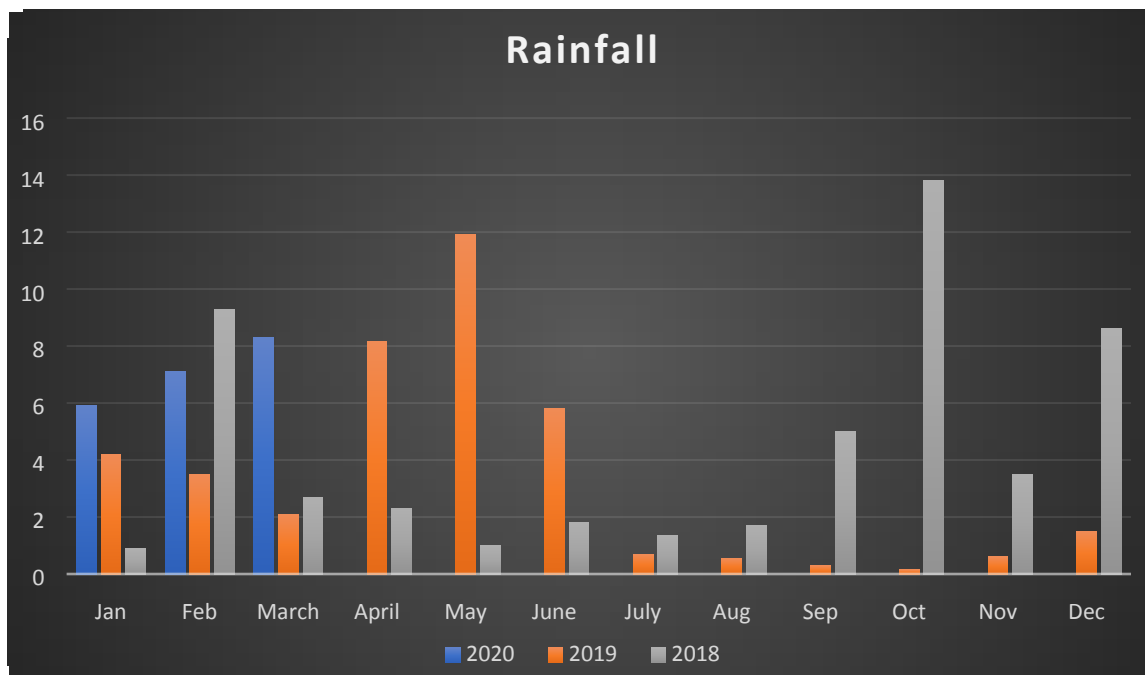
- We had one leaks this month.
- Alaska St

Wastewater

Wastewater Plant Flow 13,753,000



Rainfall 8.3"



Vehicles

	Mileage	Vehicle	Mileage
W-1 2010 F-150	95257	S-1 2004 F-350	43279
W-2 2013 GMC 1500	62996	S-2 2010 Chev 1500	83811
W-5 2000 F-550	40358	S-6 2004 Chev 6500	26,125
W-7 2016 F-250	55399	S-11 2016 F150	60100
		S-12 2007 GMC 1500	75704

If you have any questions, feel free to e-mail me. I will do my best to get you a prompt response.

Thanks,

Kevin Johnson

THE BRIEF



Information for Texas Municipalities about Texas Municipal Courts (March 2020)

Regarding the Appointment of Municipal Judges: OATH OF OFFICE

This is the second in a series of installments of *The Brief* aimed at providing decision-makers at city hall important information about the appointment of municipal judges.

The first installment addressed three basic issues (selection, term of office, and removal). This installment focuses on the deceptively simple, yet critically important, oath of office.

The Texas Constitution (Article XVI, Section 1) requires all elected and appointed officials, including municipal judges, to take an oath of office before assuming their official duties. The oath of a municipal judge is an official record of the office and is required to be filed with and kept by the city secretary or the municipal court clerk.

The Importance of Taking the Oath

Without a valid oath of office a municipal judge has no authority to assess fines (monies that are deposited into the city treasury and are retained locally).

The constitutional oath qualifies a judge to act as judge. While failing to *file* an oath does not deprive a judge of his or her authority, the acts of a judge who has not *taken* the oath of office are void.

Cities Beware: Oaths and Reappointment under Section 29.005 of the Government Code

Under Section 29.005 of the Government Code, a municipal judge serves for a term of office of two years unless the municipality provides for a longer term. In 1993, the Legislature amended Section 29.005 to provide that when a municipal judge's term of office expires, if that judge is not reappointed within 91 days, he or she continues to serve for another term of office beginning on the date the previous term expired, unless the appointing authority acts in some way inconsistent with the retention of that office by the incumbent. This is commonly referred to as a reappointment by operation of law.

It is critically important that city secretaries and other city government officials be aware of a looming unsettled legal question regarding the constitutional oath requirement and reappointment of municipal judges under Section 29.005.

Specifically, if a judge is "reappointed by operation of law," is he or she required to take another oath? The answer is not clear.

City hall, take note. The best practice is for a municipal judge to take and file an oath before each term of office, including instances where he or she is reappointed by operation of law. No Texas case explicitly holds that a municipal judge must retake and refile an oath of office when he or she continues to serve a subsequent term under Section

29.005. However, there is case law pertaining to other types of Texas judges suggesting that an oath expires at the end of a term and a new oath and filing are required before each term to satisfy the Texas Constitution. If an appellate court were to conclude that a municipal judge who is reappointed by operation of law is an “appointed official” for constitutional purposes, failure to retake an oath could void a judge’s judgments and sentences.

Conclusion

In order to be qualified to act, municipal judges must take the constitutionally required oaths of office. Those oaths should be filed with the city secretary or municipal court clerk. Cities are encouraged to make sure that municipal judges retake the oath of office (even in instances where a judge is reappointed by operation of law). Failure to do otherwise could prove costly. The idiom may be overused, but still rings true: better safe than sorry.

Note: For more detailed information on this subject, see, Regan Metteauer, *When the Acts of a Judge May Be Void: A Look at the Constitutional Oath Requirement in Light of Section 29.005 of the Texas Government Code*, 22 THE RECORDER 1 (May 2013).

The Brief is a periodic briefing for Texas mayors, city council members, and other local officials highlighting issues and increasing awareness and understanding of municipal courts in the Lone Star State. *The Brief* is part of TMCEC’s public information and education campaign, *Councils, Courts, and Cities* (C3). For more information about TMCEC, visit: www.tmcec.com. Follow C3 on Twitter: @C3ofTexas.

Texas Municipal Courts Education Center is funded by a grant from the Texas Court of Criminal Appeals

CITY COUNCIL MONTHLY REPORT		
MARCH 2020		
Citations filed with the court	32	
Dismissals:		
Dismissed by Prosecutor	7	
Drivers Safety Course	4	
Deferred Disposition	4	
Proof of Insurance	3	
Other Compliance Dismissals	10	
Number Paid in Full	33	
Number of Appealed Cases	4	
Number of Jury Trials	0	
Number of Non-Jury Trials	1	
Number of Pre-Trials	0	

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month March

Year 2020

Municipal Court for the City City of Van

Presiding Judge Judge Wade McMillan

If new, date assumed office

Court Mailing Address PO Box 487

City Van

, TX Zip 7-5790

Phone Number (903) 963-3372

Fax Number

Courts Public Email

Court's Website

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT

Prepared by Julie McGowan

Date Apr 2, 2020

Phone Number (903) 963-3372

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION

P O BOX 12066

AUSTIN, TX

78711-2066

PHONE: (512) 463-1625

FAX: (512) 936-2423

CRIMINAL SECTION

City of City of Van

Month March Year 2020

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	990	1	0	357	508	23
a. Active Cases	346	0	0	58	51	11
b. Inactive Cases	644	1	0	299	457	12
2. New Cases Filed	29	0	0	2	1	0
3. Cases Reactivated	11	0	0	8	0	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	386	0	0	68	52	11
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	25	0	0	2	0	1
b. Dismissed by Prosecution	4	0	0	3 FTA	0	0
7. Dispositions at Trial:						
a: Convictions						
1) Guilty Plea or Nolo Contendere	0	0	0	0	0	0
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b: Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a: After Driver Safety Course	4					
b: After Deferred Disposition	4	0	0	0	0	0
c: After Teen Court	0	0	0	0	0	0
d: After Tobacco Awareness Course					0	
e: After Treatment for Chemical Dependency				0	0	
f: After Proof of Financial Responsibility	2					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	109	0	0	1 FTA	0	0
10. Total Cases Disposed	49	0	0	6	0	1
11. Cases Placed On Inactive Status	59	0	0	5	4	2
12. Total Cases Pending End of Month:	970	1	0	353	509	22
a: Active Cases	278	0	0	57	48	8
b: Inactive Cases	692	1	0	296	461	14
13. Show Cause Hearings Held	0	0	0	0	0	0
14. Cases Appealed:						
a: After Trial	0	0	0	0	0	0
b: Without Trial	3	0	0	1	0	0

JUVENILE / MINOR ACTIVITY

Court City of Van	TOTAL
Month March Year 2020	
1. Transportation Code Cases Filed	0
2. Non-Driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	0
5. Tobacco Cases Filed	0
6. Failure to Attend School Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed	0
9. All Other Non-Traffic Fine-Only Filed	0
10. Transfer to Juvenile Court: a. Mandatory Transfer	0
b. Discretionary Transfer	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed	0

ADDITIONAL ACTIVITY

Court City of Van		Number Given	Number Requests For Counsel
Month	Year		
March	2020		
1. Magistrate Warnings:		0	
a. Class C Misdemeanors			
b. Class A and B Misdemeanors		0	
c. Felonies		0	
			TOTAL
2. Arrest Warrants Issued:			71
a. Class C Misdemeanors			
b. Class A and B Misdemeanors			0
c. Felonies			0
3. Capiases Pro Fine Issued			17
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			0
9. Magistrate's Orders for Ignition Interlock Device Issued			0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held			0
12. Disposition of Stolen Property Hearings Held			0
13. Peace Bond Hearings Held			0
14. Cases in Which Fine and Court Costs Satisfied by Community Service:			0
a. Partial Satisfaction			
b. Full Satisfaction			4
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			8
16. Cases in Which Fine and Court Costs Waived for Indigency			0
17. Amount of Fines and Court Costs Waived for Indigency			\$0.00
18. Fines, Court Costs and Other Amounts Collected:			\$7,122.64
a. Kept by City			
b. Remitted to State			\$1,202.61
c. Total			\$8,325.25

Office of Court Administration
Collection Improvement Program
Monthly Collection Report Form

1. County or City Name: City of Van		2. Date: 04/02/2020
3. Year: 2020		
4. Month: Mar		
5. Court Level (check only one): ☐ ☐ ☐ ☒		
6. Number of cases in which court costs, fees, and fines were assessed during the month in item #4		32
7. Court Costs and Fees		
8. Dollar amount assessed during the month:		3354.00
9. Dollar amount collected during the month:		6241.30
10. Dollar amount waived during the month:		0
11. Dollar amount of jail time served credit given:		1224.20
12. Dollar amount of community service credit given:		121.00
13. Court Costs and Fees Aging Schedule		
14. Dollar amount collected from date of assessment through date of payment		
15. 0 - 30 days:	1990.00	Note: The sum of items 15 - 19 should equal Item 9 "Dollar amount collected" during the current month
16. 31 - 60 days:	1133.00	
17. 61 - 90 days:	216.10	
18. 91 - 120 days:	774.10	
19. 120+ days:	2128.10	
20. Court Fines		
21. Dollar amount assessed during the month:		5197.00
22. Dollar amount collected during the month:		3653.85
23. Dollar amount waived during the month:		0
24. Dollar amount of jail time served credit given:		1528.80
25. Dollar amount of community service credit given:		192.00
26. Court Fines Aging Schedule		
27. Dollar amount collected from date of assessment through date of payment		
28. 0 - 30 days:	692.00	Note: The sum of items 28 - 32 should equal item 22 "Dollar amount collected" during the current month
29. 31 - 60 days:	533.00	
30. 61 - 90 days:	150.90	
31. 91 - 120 days:	214.90	
32. 120+ days:	2063.05	
33. Total Court Costs, Fees, and Fines		
34. Dollar amount assessed during the		0
35. Dollar amount collected during the month:		9895.15
36. Dollar amount waived during the month:		0
37. Dollar amount of jail time served credit given:		0
38. Dollar amount of community service credit given:		0
39. Total Court Costs, Fees, and Fines Aging Schedule		
40. Dollar amount collected from date of assessment through date of payment		
41. 0 - 30 days:	2682.00	Note: The sum of Items 41 - 45 should equal Item 35 "Dollar amount collected" during the current month
42. 31 - 60 days:	1666.00	
43. 61 - 90 days:	367.00	
44. 91 - 120 days:	989.00	
45. 120+ days:	4191.15	

City of Van Fire Department

"Improving the quality of life for our citizens"

Please note the attached Fire Department reports for the month of March, 2020. Reports include:

- Monthly personnel hours
- Type of Incidents found
- Incident types by District
- Total incidents responded to for each apparatus

The following operational modifications were undertaken during March, due to the escalating spread of COVID-19 and resultant Emergency Declarations:

- Daily maintenance staffing was reduced from two personnel to one, until the financial impact of this situation can be fully evaluated.
- Regularly scheduled meetings have been suspended. Department wide information is being passed to the membership via group text message and the emergency paging system
- Social gathering at the fire station is prohibited. Firefighters returning from calls for service are encouraged to maintain spacing and leave the premises as soon as practical.
- Maintenance staff are regularly sanitizing all contact surfaces in the station and on the apparatus
- First responder requests to EMS calls has been reduced by Christus EMS to only absolute necessity. FD units are instructed to stage away from the call location until the on-site EMS crew determines PPE requirements and need of assistance.



Jeff Hudgens, Assistant Fire Chief.

City of Van Fire Department

"Improving the quality of life for our citizens"

MARCH HOUR TOTALS

Total incidents for month - **24**

Company hours (Meetings and community events) - **NONE LOGGED**

Training – **24.00 Hours**

Emergency Response (non-maintenance staff) - **30.17 Hours**

Emergency Response (By FD Maintenance staff) - **7.29 Hours**



Jeff Hudgens, Assistant Fire Chief.

Incident Reports By Incident Type, Summary

Page 1 of 1

Van Fire Department - March 2020

Incident Type	Total Incidents:
111 Building fire	2
143 Grass fire	2
311 Medical assist, assist EMS crew	3
321 EMS call, excluding vehicle accident with injury	6
322 Vehicle accident with injuries	3
411 Gasoline or other flammable liquid spill	1
412 Gas leak (natural gas or LPG)	1
444 Power line down	1
463 Vehicle accident, general cleanup	1
541 Animal problem	1
611 Dispatched & canceled en route	2
743 Smoke detector activation, no fire - unintentional	1
Total Number of Incidents:	24
Total Number of Incident Types:	12

Print Date: 4/3/2020

Incident Reports By Census Tract

Page 1 of 1

Van Fire Department - March 2020

Census Tract:

City

Incident #	Exp #	Incident Date and Time	Incident Type
202064	0	3/1/2020 9:56:00PM	311 Medical assist, assist EMS crew
202067	0	3/2/2020 1:38:00PM	311 Medical assist, assist EMS crew
202068	0	3/3/2020 2:32:00PM	411 Gasoline or other flammable liquid spill
202070	0	3/4/2020 9:30:00AM	412 Gas leak (natural gas or LPG)
202071	0	3/5/2020 10:08:00AM	444 Power line down
202072	0	3/6/2020 8:58:00AM	321 EMS call, excluding vehicle accident with injury
202074	0	3/9/2020 7:22:00AM	321 EMS call, excluding vehicle accident with injury
202075	0	3/9/2020 12:40:00PM	321 EMS call, excluding vehicle accident with injury
202077	0	3/11/2020 8:58:00AM	743 Smoke detector activation, no fire - unintentional
202082	0	3/18/2020 6:25:00PM	541 Animal problem
202084	0	3/23/2020 11:53:00AM	321 EMS call, excluding vehicle accident with injury
202086	0	3/30/2020 2:38:00PM	322 Vehicle accident with injuries

Total For This Census Tract: 12

Census Tract:

Smith

Incident #	Exp #	Incident Date and Time	Incident Type
202073	0	3/6/2020 10:00:00PM	143 Grass fire
202078	0	3/11/2020 10:23:00AM	611 Dispatched & canceled en route

Total For This Census Tract: 2

Census Tract:

Van Za

Incident #	Exp #	Incident Date and Time	Incident Type
202063	0	3/1/2020 9:21:00PM	311 Medical assist, assist EMS crew
202065	0	3/2/2020 6:55:00AM	322 Vehicle accident with injuries
202066	0	3/2/2020 2:45:00PM	322 Vehicle accident with injuries
202069	0	3/4/2020 8:21:00AM	321 EMS call, excluding vehicle accident with injury
202076	0	3/10/2020 4:19:00PM	463 Vehicle accident, general cleanup
202079	0	3/12/2020 5:52:00PM	611 Dispatched & canceled en route
202080	0	3/13/2020 7:30:00AM	321 EMS call, excluding vehicle accident with injury
202081	0	3/15/2020 7:03:00PM	143 Grass fire
202083	0	3/22/2020 12:21:00AM	111 Building fire
202085	0	3/25/2020 8:12:00PM	111 Building fire

Total For This Census Tract: 10

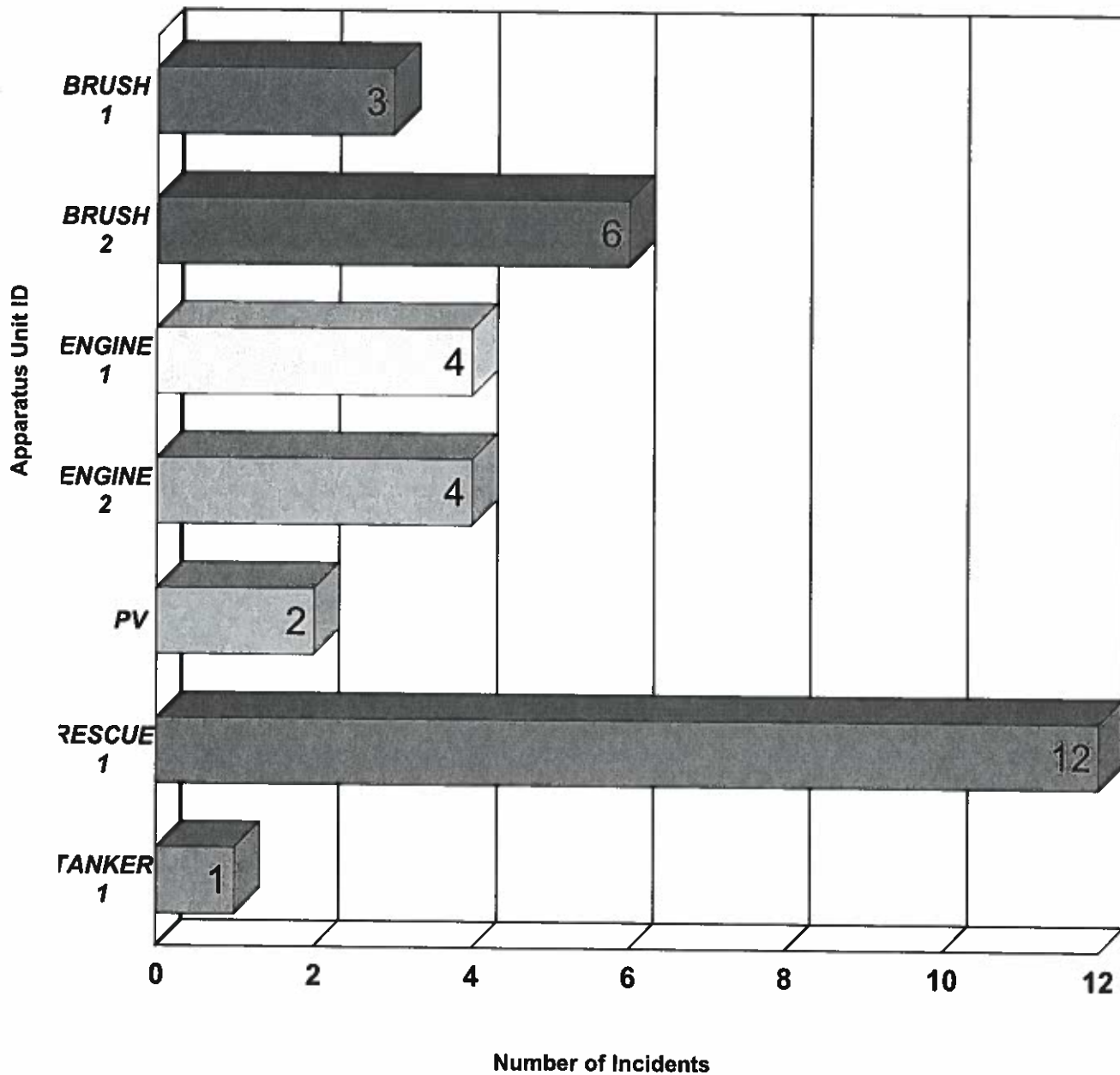
Print Date: 4/3/2020

Grand Total: 24

Apparatus Responding to Incidents

Page 1 of 1

Van Fire Department - March 2020



Total Amount of Incidents: 24

Apparatus Count: 7

Print Date: 4/3/2020