



**NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
Thursday, December 10, 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 December 10, 2020 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.

The City Council reserves the right to adjourn into executive session at anytime during the course of this meeting to discuss any of the matter listed below, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott this meeting is being held in combination in person and videoconference in order to promote public health by limiting face-to-face meetings to slow the spread of COVID-19. Seating at the council meeting is limited and once all available seating is filled, no additional seating will be added and standing is prohibited due to Life Safety Codes.

Topic: City Council

Time: This is a recurring meeting Meet anytime

Join Zoom Meeting

<https://us02web.zoom.us/j/89503057974?pwd=YkU5TkVwbHl1UFJPVWdubFFtS1B5dz09>

Meeting ID: 895 0305 7974

Passcode: 487543

One tap mobile

+13462487799,,89503057974#,,,,,0#,,487543# US (Houston)

+12532158782,,89503057974#,,,,,0#,,487543# US (Tacoma)

Meeting ID: 895 0305 7974

Passcode: 487543

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. **ACTION ITEMS**

A. Resubdivision of property located at 393 E. Pennsylvania - JBHR Holdings LLC

B. Discuss and consider action on the Master Plan Proposal from Gateway Planning Group Inc. and Scott Winton, dba Leap Town Planning for a cost not to exceed \$34,000

C. Discuss and consider approving the recommendation of the Selection Review Committee to award by resolution (insert name of Engineering Firm) for engineering services for the City's 2021-2022 Texas Department of Agriculture TxCDBG application assistance and project implementation, if awarded.

D. A resolution of the City Council of the City of Van, selecting an engineer in conjunction with the submittal of an application for funding through the Texas Department of Agriculture, Texas Community Development Block Grant.

E. Discuss and consider action on the establishment of a bank account at Austin Bank in Van, Texas for a donation of \$50,000 to be used for Van Parks with the following signers listed on the account Candice Myers, Leslie Goode, and Charles West

F. Discuss and consider the sale of approximately 2.243 acres located at 19252 CR 447 Lindale, Texas 75771 ABST A0629 J McFadden Tract 3A, also know as the old City of Van Water Treatment Plant and Water Well #5 which are both no longer in use by the City of Van.

G. Discuss and consider action on changing or amending the current burning ordinance for burning leaves and brush within the city limits of Van

H. Discuss and consider action on the Tire Ordinance submitted by the City of Van Ordinance Committee

I. Discuss and consider action on the City of Van Vehicle Use Policy

VI. **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.

A. Consultation with City Attorney in reference to personnel matters in accordance with section 551.071 and 551.074 of the Local Government Code

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

VIII. **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. Minutes for November 5, 2020 Council Meeting and the November 16, 2020 Called Council Meeting
- B. November 2020 expenditures

IX. REPORTS

- A. Police Department Report
- B. Public Works Report
- C. Fire Department Report
- D. Fire Marshal / Code Compliance Report
- E. Van Community Library Report
- F. Municipal Court 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.

X. 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 December 7, 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
PLAT APPLICATION

- ☐ Plat \$250.00 For new subdivision or large scale development
- ☐ Amended plat \$100.00 Revised plat correcting errors or making minor changes to original recorded final plat
- ☒ Replat \$150.00 Resubdividing of any part or all of a block or blocks of a previously platted subdivision, additional lot or tract
- ☐ Minor Plat \$100.00 A subdivision resulting in four or fewer lots, provided that the plat is for conveyance purposes only (i.e., sale of the property with no development/construction proposed), that the plat does not create any new easements for public facilities or the construction / development of said subdivision will not require that construction of any new street, or portion thereof, or the extension of any municipal facilities to serve any lot within the subdivision. Any property to be subdivided using a minor plat shall already be served by all required City utilities and services or in the ETJ of the City of Van with no services or water only.

Name of Applicant: JBHR Holdings LLC

Company Name: JBHR Holdings

Address: 31112012 4517 Van, TX 75790

Name of Owner: Brandon Roberts

Address: _____

Name of Addition: JBHR subdivision Current Zoning: R1

Number of Acres: _____ Number of Lots: 8 Proposed Zoning: _____

Address or Legal Description of Property: JBHR Holdings LLC
393 East Pennsylvania

Reason for Request: I was denied permission from the city to build duplex & townhomes in this section of town. Looking to have the ability to sell off the lots for single family residences which the city & neighbors want

I certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application; all information submitted herein is true and correct; and the application of \$ 150.00 to cover the cost of this application, has been paid the City of Van on this the 27th day of October, 2020.

I further certify that there are no deed restrictions or covenants that will restrict, alter or affect the plat or replat.

Signature: [Signature]

Date: 10/27/2020



-PRELIMINARY PLAT-
VAN ZANDT COUNTY, TEXAS

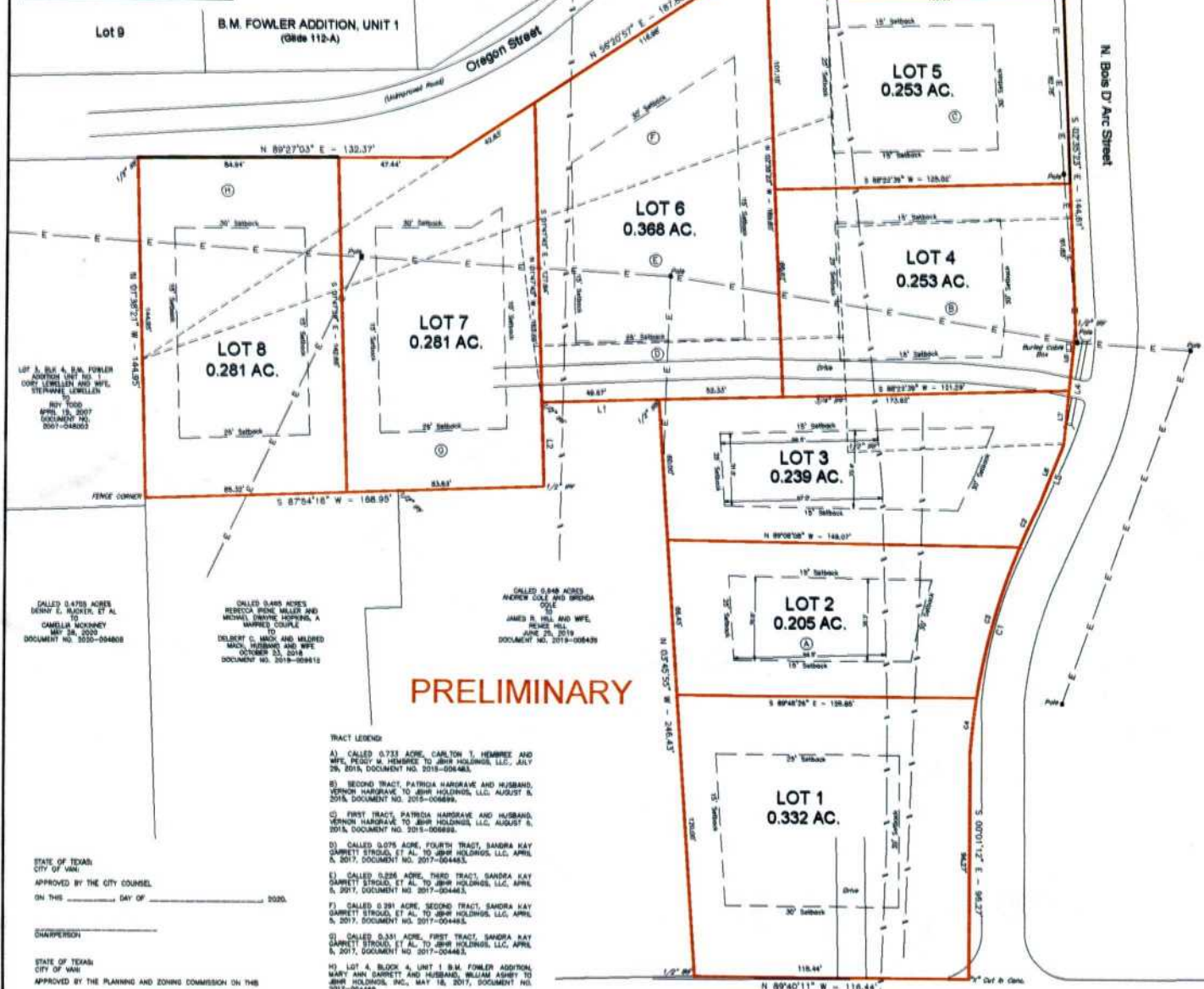
J. WALLING SURVEY
A-891

PRELIMINARY

CALL 0.249 AC.
PATRICK D. SPOONER
JENNIFER W. SPOONER
DECEMBER 15, 2017
DOCUMENT NO. 2017-002149



SCALE: 1" = 30'



PRELIMINARY

- TRACT LEGEND:
- A) CALLED 0.733 ACRES, CARLTON T. HEMPHREY AND WIFE, PEGGY M. HEMPHREY TO JBR HOLDINGS, L.L.C., JULY 29, 2015, DOCUMENT NO. 2015-004483.
 - B) SECOND TRACT, PATRICIA HARGRAVE AND HUSBAND, VERNON HARGRAVE TO JBR HOLDINGS, L.L.C., AUGUST 5, 2015, DOCUMENT NO. 2015-004485.
 - C) FIRST TRACT, PATRICIA HARGRAVE AND HUSBAND, VERNON HARGRAVE TO JBR HOLDINGS, L.L.C., AUGUST 5, 2015, DOCUMENT NO. 2015-004485.
 - D) CALLED 0.075 ACRES, FOURTH TRACT, SANDRA KAY GARRETT STROUD, ET AL. TO JBR HOLDINGS, L.L.C., APRIL 5, 2017, DOCUMENT NO. 2017-004483.
 - E) CALLED 0.236 ACRES, THIRD TRACT, SANDRA KAY GARRETT STROUD, ET AL. TO JBR HOLDINGS, L.L.C., APRIL 5, 2017, DOCUMENT NO. 2017-004483.
 - F) CALLED 0.291 ACRES, SECOND TRACT, SANDRA KAY GARRETT STROUD, ET AL. TO JBR HOLDINGS, L.L.C., APRIL 5, 2017, DOCUMENT NO. 2017-004483.
 - G) CALLED 0.531 ACRES, FIRST TRACT, SANDRA KAY GARRETT STROUD, ET AL. TO JBR HOLDINGS, L.L.C., APRIL 5, 2017, DOCUMENT NO. 2017-004483.
 - H) LOT 4, BLOCK 4, UNIT 1 B.M. FOWLER ADDITION, JBR HOLDINGS, INC., MAY 18, 2017, DOCUMENT NO. 2017-004485.

STATE OF TEXAS:
COUNTY OF VAN ZANDT:
APPROVED BY THE CITY COMMISSION
ON THIS _____ DAY OF _____, 2020.

CHAIRPERSON: _____

STATE OF TEXAS:
COUNTY OF VAN ZANDT:
APPROVED BY THE PLANNING AND ZONING COMMISSION ON THIS
_____ DAY OF _____, 2020.

CHAIRPERSON: _____

LEGAL DESCRIPTION:
Subdivision of multiple tracts located within the John Walling Survey, Abstract No. 891, Van Zandt County, Texas, being a called 0.733 acre tract from Carlton T. Hemphrey and wife, Peggy M. Hemphrey to JBR Holdings, L.L.C., July 29, 2015, Document No. 2015-004483, a called First Tract and Second Tract, Patricia Hargrave and husband, Vernon Hargrave to JBR Holdings, L.L.C., August 5, 2015, Document No. 2015-004485, a called First Tract and Second Tract, Patricia Hargrave and husband, Vernon Hargrave to JBR Holdings, L.L.C., August 5, 2015, Document No. 2015-004485, a called 0.075 acre tract, Fourth Tract, Sandra Kay Garrett Stroud, et al. to JBR Holdings, L.L.C., April 5, 2017, Document No. 2017-004483, a called 0.236 acre tract, Third Tract, Sandra Kay Garrett Stroud, et al. to JBR Holdings, L.L.C., April 5, 2017, Document No. 2017-004483, a called 0.291 acre tract, Second Tract, Sandra Kay Garrett Stroud, et al. to JBR Holdings, L.L.C., April 5, 2017, Document No. 2017-004483, a called 0.531 acre tract, First Tract, Sandra Kay Garrett Stroud, et al. to JBR Holdings, L.L.C., April 5, 2017, Document No. 2017-004483, and a called Lot 4, Block 4, Unit 1 of the B.M. Fowler Addition, Mary Ann Garrett and husband, William Garrett to JBR Holdings, Inc., May 18, 2017, Document No. 2017-004485, all of the Real Records of Van Zandt County, Texas.

SURVEYOR'S STATEMENT:
I, Jane D. Scarborough, do hereby state that this plat represents a survey made on the ground under my supervision during the month of October, 2020.
GIVEN UNDER MY HAND AND SEAL, this 10th day of October, 2020.

Preliminary, this document shall not be recorded for any purpose and shall not be used as evidence of title or as a final survey document.
JANE D. SCARBOROUGH - R.P.L.S. No. 6288



STATE OF TEXAS:
COUNTY OF VAN ZANDT:
KNOW ALL MEN BY THESE PRESENTS:
THIS PLAT, HEREBY ACKNOWLEDGE THIS DOCUMENT AS THE OFFICIALLY APPROVED PLAT.

OWNER: _____
STATE OF TEXAS:
COUNTY OF VAN ZANDT:
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY
PERSONALLY APPEARED _____, KNOWN TO ME AND PERSONALLY TO BE THE
PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC IN AND FOR _____ COUNTY, TEXAS.
MY COMMISSION EXPIRES: _____

COUNTY CLERK: _____

PRELIMINARY

CURVE	RADIUS	ARC	LENGTH	CHORD	HEIGHT	CHORD BEARING	CHORD AREA
C1	250.00	113.09	113.09	113.09	113.09	N 89°40'11" W 113.09	113.09
C2	250.00	113.09	113.09	113.09	113.09	N 89°40'11" W 113.09	113.09
C3	250.00	113.09	113.09	113.09	113.09	N 89°40'11" W 113.09	113.09
C4	250.00	113.09	113.09	113.09	113.09	N 89°40'11" W 113.09	113.09

CURVE	RADIUS	ARC	LENGTH	CHORD	HEIGHT	CHORD BEARING	CHORD AREA
C1	250.00	113.09	113.09	113.09	113.09	N 89°40'11" W 113.09	113.09
C2	250.00	113.09	113.09	113.09	113.09	N 89°40'11" W 113.09	113.09
C3	250.00	113.09	113.09	113.09	113.09	N 89°40'11" W 113.09	113.09
C4	250.00	113.09	113.09	113.09	113.09	N 89°40'11" W 113.09	113.09

NOTE: UNDERGROUND PIPELINES OR UTILITIES SHOWN HEREON WERE LOCATED ON THE GROUND BY OTHERS.
NOTE: THE BEARINGS HEREON WERE OBTAINED BY ME AND WERE DERIVED BY THE USE OF G.P.S. EQUIPMENT, (NAD 83 - TX NORTH CENTRAL ZONE).
NOTE: THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE ENCUMBRANCES OR OTHER MATTERS OF RECORD NOT SHOWN.
NOTE: SELLING A PORTION OF THIS ADDITIONAL BY METES AND BOUNDS IS A VIOLATION OF THE CITY ORDINANCES AND/OR STATE LAW AND IS SUBJECT TO FINES AND WITHDRAWING OF UTILITIES AND BUILDING PERMITS.
NOTE: THIS PROPERTY IS LOCATED WITHIN THE CITY LIMITS OF VAN, TEXAS.
NOTE: THIS PROPERTY IS LOCATED WITHIN A ZONE LABELED "OTHER AREAS" AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FIRM MAP NO. 14467C02C, EFFECTIVE DECEMBER 17, 2010 FOR VAN ZANDT COUNTY, TEXAS AND INCORPORATED AREAS.



DATA SHEET
AGENDA ITEM NO. V.B.

Meeting Date: December 10, 2020

Department:

Administration

Agenda Item:

Discuss and consider action on the Master Plan Proposal from Gateway Planning Group Inc. and Scott Winton, dba Leap Town Planning for a cost not to exceed \$34,000

Background:

This is the proposal from Scott Polikov and Scott Winton to update the City of Van Master Plan

Financial Impact:

\$34,000 which would be paid from professional fees that are budgeted and possible assistance from the Van EDC

Recommendation:

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

VAN TEXAS COMPREHENSIVE PLAN

Gateway Planning Group, Inc. and Scott Winton, dba Leap Town Planning present this scope and budget to the City of Van, Texas and the Van Economic Development Corporation for consideration and acceptance for services to facilitate an update of the City's comprehensive plan.

Total fixed fee labor is \$32,500, plus expenses including printing, travel, hotel and other ordinary costs, not to exceed \$1,500, for a total not to exceed amount of \$34,000. Invoicing will be monthly based upon percent completion of the tasks detailed below. The project will be completed by March 2021.

Gateway Planning shall maintain \$1 million coverage in Professional Liability and \$1 million coverage General Liability Insurance.

DELIVERABLES

1. Comprehensive Plan Report

- ✓ Vision Statement
- ✓ Policies to Implement Vision
 - Van's Natural Assets in Context of Region
 - Parks/Trails
 - Neighborhood Character and Design
 - Policies and Practices for zoning, subdivision and site development
 - Economic Development
 - Connectivity and Linkages in context of transportation and natural assets
 - Economic Development –
 - Overall Opportunity
 - Downtown Redevelopment
 - I-20 Corridor
 - Housing Goals
 - Meeting Community Demand
 - Diversification for Environmental and Social Sustainability goals
 - Economic Development strategies
 - Additional policies identified by the Comprehensive Plan Committee
- ✓ Land Use/Area Character Master Framework Exhibit

2. PowerPoint Summarizing Comprehensive Plan Update for final presentations

TASKS

1- \$11,375

One Day Visit--Meet with (1) stakeholders including representatives from the chamber of commerce, school district representatives and downtown landowners and businesses; and (1) the comprehensive plan committee, to complete and review policy areas. Committee Members will be asked to interview 2 to 3 individuals and report back to committee and consultant team during a follow up Zoom meeting.

2- \$8,125

Prepare for by creating and distributing beforehand, and then present draft plan and land use/character area master framework exhibit to joint meeting of Comprehensive Plan Committee, Economic Development Corp. and City Council

3- \$6,500

Revise plan and provide to City Manager for final review, Post revised draft on web and other social media for a two-week review prior to a Zoom town hall meeting posted as joint work session.

4- \$6,500

Final Revision of Plan and presentation for final adoption to City Council.

Approved and Accepted upon approval of City Council

Charles West
City Manager, Van, Texas

Date



DATA SHEET AGENDA ITEM NO. V.C.

Meeting Date: December 10, 2020

Department:

Administration

Agenda Item:

Discuss and consider approving the recommendation of the Selection Review Committee to award by resolution (insert name of Engineering Firm) for engineering services for the City's 2021-2022 Texas Department of Agriculture TxDBG application assistance and project implementation, if awarded.

Background:

We will have the score sheets and recommendation sent to you no later than Monday afternoon. All proposals had to be turned in by 3 pm December 3 and we have not scored the four proposals submitted. The submitting firms are listed below in no particular order.

1. KSA Engineering - 3 copies + original
2. Stephens Engineering - 3 copies + original
3. Exceeds Engineering - 1 original
4. SPI Engineering - 3 copies + original

Financial Impact:

Recommendation:

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

Request for Qualifications (RFQ) for Engineering/Architectural/Surveying Services

Date: November 16, 2020

Re: Proposed Contract Funding for the 2021-2022 Texas Community Development Fund

Dear Engineering Service Provider:

Attached is a copy of the City of Van's Request for Qualifications (RFQ) for preliminary engineering services and design engineering services. These services are being solicited to assist the City of Van in its application and project implementation of a contract, if awarded, from the 2021-2022 Texas Community Development Fund of the Texas Community Development Block Grant Program of the Texas Department of Agriculture – Office of Rural Affairs (TDA). The City of Van will be applying for such funding to support eligible activities, according to the TxCDBG guidelines, in the City of Van.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have experience with federally funded programs. Please submit the original and three (3) copies of your proposal of services and statement of qualifications for the proposed services to the following address:

**City of Van
Attn: Charles West – City Manager
113 West Main Street (Physical)
P.O. Box 487 (Mailing)
Van, TX 75790**

Along with your proposal, you must also include verification through the System for Award Management (www.SAM.gov) that your company and the company's principals are not listed as debarred. Please include a recent printout of the search results with the date clearly visible.

The deadline for submission of proposals is **3:00 PM, Thursday, December 3, 2020**. The City of Van reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City of Van is an Affirmative Action/Equal Opportunity Employer and encourages the submittal of proposals by Section 3 residents, businesses and business concerns.

Sincerely,

Charles West
City Manager

Request for Qualifications (RFQ) for Engineering/Architectural/Surveying Services

The City of Van is seeking to enter into an engineering/architectural/surveying services contract with a state-registered engineer/architect/surveyor. The following outlines this request for qualifications.

- I. Scope of Work - The engineering/architectural/surveying contract will encompass all application and project-related engineering/architectural/surveying services to the City of Van under its **2021-2022 Community Development Fund** public infrastructure project of eligible activities, including but not limited to the following:

- Application preparation assistance, including sealed Table 2 Budget Justification and Exhibit*
- Preliminary and final design plans and specifications;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services.

Please specify actual tasks to be performed under each of these categories.

*Application Items are not reimbursable with CDBG federal or local match funds and must be separately documented

- II. Statement of Qualifications - The City of Van is seeking to contract with a competent engineering/architectural/surveying firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal construction including but not limited to waterworks, projects;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally funded construction projects; and
- Projects located in this general region of the state
- **Engineer/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) of Sam.gov.**

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers/architects/surveyors that will or may be assigned to this project if you receive the engineering/architectural/surveying services contract award.

Also, please provide a copy of your current certificate of insurance for professional liability as well as recent SAM's clearance documentation with the date clearly visible.

- III. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	<u>15</u>
Total	100

- IV. For this RFQ, Respondent's qualifications will be evaluated, and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- For costs of architectural/engineering (A/E) professional services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2CFR 200.320 (d)(5) and Texas Government Code § 2254.004)

- V. Deadline for Submission - The proposals will be received **no later than 3:00 pm on Thursday, December 3, 2020**. Please submit the original and three (3) copies of your proposal of services and statement of qualifications to the following address:

**City of Van
Attn: Charles West – City Manager
113 West Main Street (Physical)
P.O. Box 487 (Mailing)
Van, TX 75790**

DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the CITY/COUNTY OF _____, hereinafter called the "City"/"County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____.

WITNESSETH THAT:

WHEREAS, the City/County of _____ desires to [implement/construct/etc.] the following: _____ *[describe project]* under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City/County desires to engage _____ to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Agreement, the [*e.g. City Manager/County _____*] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney’s fees, arising out of the Firm’s performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
9. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
10. Extent of Agreement

This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments: ☐] represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
 (Local City/County Official)

 (Printed Name)

 (Title)

BY: _____
 (Firm/Contractor's Authorized Representative)

 (Printed Name)

 (Title)

PART II

SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:
(Choose appropriate contracted services)

SCOPE OF SERVICES

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the TxCDBG project and, if applicable, furnish to the City/County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within _____ days of execution of this Agreement.
6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing

contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.

4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in

accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
 3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
 4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
-

PART III – PAYMENT SCHEDULE

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by City/County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of “As Builts” to City/County.	10%
• Completion of final inspection and acceptance by the City/County.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____

The fee for all other Special Services shall not exceed a total of _____ and No/100 Dollars (\$_____). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of _____ and No/100 Dollars (\$_____).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (____%) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$_____).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in

connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[If this Contract is greater than \$100,000, include the following Section 3 language:]

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES

INSERT YOUR OWN TIME SCHEDULE

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name

Date Cleared by Grant Administrator

_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

TxCDBG Contract No. _____
 Date of Rating _____

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed _____ type of projects	20	_____	
2. Has worked on federally funded construction projects	10	_____	
3. Has worked on projects that were located in this general region.	10	_____	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)			
4. Extent of experience in project construction management	15	_____	
5. Current Certification of TxCDBG Project Implementation Training	5	_____	
Subtotal, Experience	60	_____	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	_____

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Capacity to Perform	15	_____

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
☐ Experience	60	_____
☐ Work Performance	25	_____
☐ Capacity to Perform	15	_____
Total Score	100	_____

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Van
 Name of Respondent _____
 Evaluator's Name _____

TxCDBG Contract No. _____
 Date of Rating _____

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Has previously designed _____ type of projects	20	_____	
2. Has worked on federally funded construction projects	10	_____	
3. Has worked on projects that were located in this general region.	10	_____	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)			
4. Extent of experience in project construction management	15	_____	
5. Current Certification of TxCDBG Project Implementation Training	5	_____	
Subtotal, Experience	60	_____	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Past projects completed on schedule	10	_____	
2. Manages projects within budgetary constraints	5	_____	
3. Work product is of high quality	10	_____	
Subtotal, Performance	25	_____	

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Staff Level / Experience of Staff	5	_____	
2. Adequacy of Resources	5	_____	
3. Professional liability insurance is in force	5	_____	
Subtotal, Capacity to Perform	15	_____	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
☐ Experience	60	_____	
☐ Work Performance	25	_____	
☐ Capacity to Perform	15	_____	
Total Score	100	_____	



DATA SHEET
AGENDA ITEM NO. V.D.

Meeting Date: December 10, 2020

Department:

Administration

Agenda Item:

A resolution of the City Council of the City of Van, selecting an engineer in conjunction with the submittal of an application for funding through the Texas Department of Agriculture, Texas Community Development Block Grant.

Background:

Financial Impact:

Recommendation:

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VAN, SELECTING AN ENGINEER IN CONJUNCTION WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE, TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT.

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of City of Van to apply for funding under the Texas Community Development Block Grant Program; and

WHEREAS, the City of Van has sought proposals from engineering firms for Application Preparation and Project Implementation and,

WHEREAS, the City of Van performed these solicitations in compliance with guidance for subrecipients under 2 CFR Part 200.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VAN, TEXAS, AS FOLLOWS:

SECTION 1. The City Council has reviewed and hereby formally selects the firm of:

(Insert name of Engineering Firm) as the engineering firm for application preparation and project implementation in conjunction with a 2021-2022 TxCDBG application.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VAN, TEXAS, on this 10th day of December 2020.

ATTEST:

Sereca Huff-Huggins, City Secretary

Don Smith, Mayor



DATA SHEET
AGENDA ITEM NO. V.E.

Meeting Date: December 10, 2020

Department:

Administration

Agenda Item:

Discuss and consider action on the establishment of a bank account at Austin Bank in Van, Texas for a donation of \$50,000 to be used for Van Parks with the following signers listed on the account Candice Myers, Leslie Goode, and Charles West

Background:

This is the \$50,000 donation that was promised to the City of van when the City Lake Property was sold. The donor requested the funds be placed into an account at Austin Bank with the following signers to ensure the funds were expended for the use they were intended which is Parks.

Financial Impact:

Recommendation:

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

From: [Glen Hinckley](#)
To: [Charles West](#)
Subject: re: Old Water Plant
Date: Wednesday, December 2, 2020 8:52:23 AM
Attachments: [image001\(18\).png](#)

Charles,

Like to see final park plan again and any revisions to it from our last conversation. Need accessibility for seniors to hard displays of the Van Hero's area saluting military and first responders of Tornado. These type of hardscapes would be in my definition of substantial. The \$50,000 donation was to be a start --not intended to be all funds to be raised or set aside.

Do you have a budget for construction of park? How much in funds are being set aside for park structures? Any contributions from local Businesses yet? Estimated start date of construction?

Is this what you needed?

Glen A. Hinckley
Direct 972-852-9202
glen@univest-us.com

----- Original Message -----

From: Charles West <cwest@vantx.gov>
To: Glen Hinckley <Glen@Univest-US.com>
Cc:
Date: Mon, 30 Nov 2020 17:07:44 +0000
Subject: Old Water Plant

Glen,

The city Council would like your definition of substantial in terms of the \$50,000 donation for parks.

Thanks,
Charles

Charles West
City Manager
City of Van
P.O.Box 487
Van, TX 75790

903-963-7216 office
903-368-0196 mobile

cwest@vantx.gov



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From: pbullington@austinbank.com
To: [Charles West](#)
Subject: Account for McMillan Park
Date: Thursday, December 3, 2020 5:02:39 PM
Attachments: [Customer Information Sheet.pdf](#)

This message was sent securely using Zix®

Charles,

I'm looking forward to helping get this account set up for the city. The first thing I need is the city's EIN. From there I can determine what documents I can pull from the state and what else I may need from you.

Also, I will need some personal information from you as a signer on the account. I have attached a document you can fill out. If you can send back to me with a copy of your Driver's License it would be a big help.

Thank you!

Paul Bullington

Retail Office Manager, Van

Phone: (903) 963-8691 Ext: 3013

Fax: (903) 963-5872



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BUSINESS PHONE: _____

DATE: _____



**DATA SHEET
AGENDA ITEM NO. V.F.**

Meeting Date: December 10, 2020

Department:

Administration

Agenda Item:

Discuss and consider the sale of approximately 2.243 acres located at 19252 CR 447 Lindale, Texas 75771 ABST A0629 J McFadden Tract 3A, also know as the old City of Van Water Treatment Plant and Water Well #5 which are both no longer in use by the City of Van.

Background:

Financial Impact:

Recommendation:

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

Property Detail

 Account Number: **100000062900003010** Tax Year: **2020**

 Change Year: **2020** ▼

[Tax History](#)
[Print This Page](#)
[Map It](#)
[Search Results](#)

Ownership Information		Certified Values	
YEAR	2020	IMPROVEMENT VALUE	(+) \$0
PIN NUMBER	R200242	LAND VALUE	(+) \$51,244
ACCOUNT NUMBER	1-00000-0629-00-003010	MARKET VALUE	(=) \$51,244
OWNER	VAN CITY OF		
IN CARE OF			
ADDRESS	PO BOX 487		
CITY	VAN		
STATE	TX		
ZIP	75790-0487		
Jurisdictions		Estimated Tax Information*	
COUNTY	SMITH COUNTY	COUNTY	\$0.00
ISD	VAN ISD	ISD	\$0.00
COLLEGE	TYLER JR. COLLEGE	COLLEGE	\$0.00
EMERGENCY SERV DIST	SCESD #2	EMERGENCY SERV DIST	\$0.00
		TOTAL TAX	\$0.00
		* For Actual Tax Levy contact Gary Barber Tax Assessor/Collector at (903) 590-2920. Tax amounts shown are Estimates prepared by Smith County Appraisal District.	
Legal Information			
LOCATION	19252 C R 447		
MAP NUMBER	35240		
MAP GRID	B-7.3D		
ABSTRACT	ABST A0629 J MCFADDEN		
BLOCK/LOT/TRACT	TRACT 3A		
ACRES	2.243		
Deed Information		Exemptions	
RECORDING DATE	1/1/1900	HOMESTEAD APPLICATION FORM	
INSTRUMENT		TOTAL EXEMPTION	☒
VOLUME NUMBER			
PAGE NUMBER			

Dwelling Information



DATA SHEET
AGENDA ITEM NO. V.G.

Meeting Date: December 10, 2020

Department:

Administration

Agenda Item:

Discuss and consider action on changing or amending the current burning ordinance for burning leaves and brush within the city limits of Van

Background:

Financial Impact:

Recommendation:

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

Regarding the discussion of outdoor burning within the city limits of Van:

I will be on duty the night of the next regular council meeting and unable to attend. Please note the following information to contribute to the agenda item reviewing outdoor burning in Van. Feel free to call me with any questions you may have.

Since 2005, The Fire Department has responded to 114 grass fires within the city limits of Van (Out of 1,148 total calls within the city during that time period). Seventeen were found to be lawful controlled burning with no extinguishment necessary. Due to a lack of consistent documentation of cause and origin of fires, it would be difficult to say with certainty, but personally I do not recall a single event since joining the Fire Department in 1996 where a structure or vehicle was burned within the city limits as a result of outdoor burning, therefore the regulation should be viewed more from a health and nuisance standpoint rather than from a fire safety standpoint. The drifting smoke, particularly from leaves, is an irritant to those with sensitive respiratory tracts.

The 2015 International Fire Code as adopted by the City of Van does not specifically address outdoor burning, but does specify regulations about indoor fires and the use of outdoor grills and cooking appliances on porches and balconies in multi-family dwellings. While outdoor burning was permitted by the City Council in a meeting after the current Code of Ordinances was published, the ordinances were never amended and the currently published Code prohibits all outdoor burning with the exception of a small fire ring or “chiminea” type pit (*See attached excerpt from the Van Code of Ordinances, Section 14-3*).

In Texas, Outdoor burning is regulated by the Texas Commission on Environmental Quality (TCEQ). It basically prohibits any type of outdoor burning within the limits of a municipality unless specifically allowed by that municipality and has strict parameters on those when allowed. . (*See TCEQ regulations attached*)

The prohibition on outdoor burning will have minimal impact on the operations and call volume of the Fire Department. The issues would increase with the number of stipulations, for example if fire are allowed with permits, or certain size fires, or certain materials then each incidence would require a site inspection. Better to just either allow them, or not.

My personal suggestion would be that if outdoor burning is to be prohibited, then it should be in accordance with the existing published code. This still allows backyard fire rings for social gatherings, it only allows them to contain materials that don't produce a lot of smoke (no leaves), and it still

provides an at-home option for small gatherings which is more important than ever in the current environment of avoiding public contact.

You might consider an exception for properties over certain acreage to be allowed to burn natural vegetation resulting from property improvement or maintenance, with a permit. For example: the City of Tyler allows lot sizes over three acres to burn natural vegetation for land clearing or maintenance (no leaves). I would further suggest that if enacted, it be set to take effect on a date 30-45 days from now to give citizens a chance to burn and get rid of any piles of natural materials they may have piled up.

J. Hudgens

Excerpt from the Van Code of Ordinances

Sec. 14-3. - Outdoor burning.

(a) It shall be unlawful for any person to cause or permit the outdoor burning of any of the following materials:

- (1) Garbage, trash, refuse, brush, leaves, grass, yards;
- (2) Materials for which a recycling facility or program is available within the city;
- (3) Metals and other noncombustible materials;
- (4) Plastics, rubber, tires, carpet and related backing;
- (5) Any material having combustion products which are hazardous, such as asbestos, plastics, flooring materials, waste oils, solvents, paints, and other similar products.

(b) It shall be unlawful for any person to cause or permit any outdoor burning in a manner which:

- (1) Endangers persons or property;
- (2) Creates a nuisance;
- (3) Occurs during a moderate or extreme drought condition, upon designation of such by the city.

(c) Exceptions. The provisions of this section shall not be construed as prohibiting fires in outdoor fireplaces, barbeques or other similar food preparation devices; or campfires contained within a rock, brick or trenched fire ring, provided such fires are being used for their intended purposes.

(d) Penalty. Any person who shall violate any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

(Ord. No. 0204-2010, §§ 2—5, 2-4-2010)

Texas Commission on Environmental Quality

§111.219. General Requirements for Allowable Outdoor Burning.

Outdoor burning which is otherwise authorized shall also be subject to the following requirements when specified in any section of this subchapter.

(1) Prior to prescribed or controlled burning for forest management purposes, the Texas Forest Service shall be notified.

(2) Burning must be outside the corporate limits of a city or town except where the incorporated city or town has enacted ordinances which permit burning consistent with the Texas Clean Air Act, Subchapter E, Authority of Local Governments.

(3) Burning shall be commenced and conducted only when wind direction and other meteorological conditions are such that smoke and other pollutants will not cause adverse effects to any public road, landing strip, navigable water, or off-site structure containing sensitive receptor(s).

(4) If at any time the burning causes or may tend to cause smoke to blow onto or across a road or highway, it is the responsibility of the person initiating the burn to post flag-persons on affected roads.

(5) Burning must be conducted downwind of or at least 300 feet (90 meters) from any structure containing sensitive receptors located on adjacent properties unless prior written approval is obtained from the adjacent occupant with possessory control.

(6) Burning shall be conducted in compliance with the following meteorological and timing considerations:

(A) The initiation of burning shall commence no earlier than one hour after sunrise. Burning shall be completed on the same day not later than one hour before sunset, and shall be attended by a responsible party at all times during the active burn phase when the fire is progressing. In cases where residual fires and/or smoldering objects continue to emit smoke after this time, such areas shall be extinguished if the smoke from these areas has the potential to create a nuisance or traffic hazard condition. In no case shall the extent of the burn area be allowed to increase after this time.

(B) Burning shall not be commenced when surface wind speed is predicted to be less than six miles per hour (mph) (five knots) or greater than 23 mph (20 knots) during the burn period.

(C) Burning shall not be conducted during periods of actual or predicted persistent low level atmospheric temperature inversions.

(7) Electrical insulation, treated lumber, plastics, non-wood construction/demolition materials, heavy oils, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber must not be burned.



DATA SHEET
AGENDA ITEM NO. V.H.

Meeting Date: December 10, 2020

Department:

Administration

Agenda Item:

Discuss and consider action on the Tire Ordinance submitted by the City of Van Ordinance Committee

Background:

Financial Impact:

Recommendation:

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

CITY OF VAN, TEXAS ORDINANCE NO. 13

AN ORDINANCE OF THE CITY OF VAN, TEXAS: AMENDING THE VAN MUNICIPAL CODE, ADDING CHAPTER 13; TO PROVIDE REGULATION OF TIRE BUSINESSES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the illegal dumping of used scrap tires is an issue of major concern to the City of VAN and its citizens because the problem impacts every sector of the City; and

WHEREAS, safe and environmentally responsible removal, reuse and disposal of tires, promotes public health and safety; and

WHEREAS, there is a need to establish visual aesthetic standards for certain businesses that utilize outdoor storage; and

WHEREAS, the abatement of these abandoned and/or unregulated stockpiles of used and scrap tires places a financial burden on the City; and

WHEREAS, the City Council finds the provisions of this ordinance are necessary and reasonable to promote and protect the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VAN, TEXAS, THAT:

Section 1. RECITALS

The Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the Council hereby incorporates such recitals as part of this Ordinance.

Section 2.

The City of VAN Code of Ordinances, Chapter 13, Article 13.01, be and is hereby added to read as follows:

ARTICLE 13.01 STORAGE, TRANSPORTATION AND DISPOSAL OF TIRES Sec. 13.01.001

Definitions:

Code Compliance Officer - The Building Official, Fire Marshall, Health Official or their designees.

Facility - All businesses referred to herein as mobile tire repair business, tire business, and tire recycling facility.

Generator - Tire dealers, junkyards, fleet operators, and others who generate used or scrap tires.

Natural earth-tone color - Any shade of brown, tan, grey, green, orange, white, and some reds, that are muted and flat in emulation of the natural colors found in the soils, grasses, trees and rocks found in the Van Zandt County region of Texas.

Mobile Tire Repair Business - A business that repairs tires at any temporary location, including but not limited to a roadway, alley, parking lot, or residence. The term does not include a business that only changes out or replaces tires but does not make any repairs to a tire.

Mobile Tire Repair Unit - Any vehicle or trailer used in a mobile tire repair business.

Scrap Tire - A whole tire or any portion of a tire that can no longer be used for its original intended purpose.

Scrap Tire Facility - Any business or establishment where 100 or more scrap tires per year are collected, repaired, processed, recycled, scrapped, sold, bought, or stored.

Scrap Tire Transportation Unit - Any vehicle or trailer used to transport scrap tires.

Tire Business - Any business or establishment where used tires are collected, repaired, processed, recycled, scrapped, sold, bought, or stored, including but not limited to a mobile tire repair business or scrap tire transportation business.

Tire Recycling Facility - A state-registered facility that processes, recycles, or conducts energy recovery with scrap tires.

Used Tire - A tire, including a recapped or retreaded tire, suitable for continued use for its original intended purpose.

Sec. 13.01.002 Scrap Tire Processing and Identification

- (A) Scrap Tires and/or scrap tire storage areas must be visibly marked for scrapped tire use only.
- (B) Generators must provide copies of disposal records upon request by Code Compliance.

Sec. 13.01.003 Approved Storage Methods

- (A) All Used Tires, Scrap Tires and tire pieces stored within the City must be out of public view to not be a nuisance. Monitoring and control measures are to be implemented as necessary to eliminate the presence of mosquito breeding and rodent harborage.
- (B) New Tires, Used Tires, Scrap Tires and tire pieces shall be stored separately. Used Tires, Scrap Tires and tire pieces stored outside shall be:
 - (1) Screened from public view;

A. A solid, or mostly solid aesthetically pleasing fencing of sorts that does not rest upon the item being "blocked" is a screen. Public View means an observation from any location exterior to the property.

(2) Properly stored:

(A) New and/or Used Tires may be stored on racks or neatly stacked not in excess of ten (10) feet in height and cannot be stored in the elements for more than a period of 24 hours;

Or

i) No Generator may display more than 50 new and/or used tires for the purpose of resale outside of the facility and must abide by all other city code.

ii) No Generator may stock in excess of 2500 tires for the purpose of resale

a. Each new and/or used tire must be marked by size for retail.

b. Each used tire must be roadworthy

(B) Scrap tires may be stored in a roll-off container, other metal storage, or screened from public view, including a trailer not exceeding 53 ft x 8 ft x 13 ft if covered and if the stacked tires do not exceed height of thirteen (13) feet and the container and contents are shielded from rainwater. No more than 5000 cubic feet may be stored at any one Scrap Tire Facility location; and

i). Any trailer being used for storage must be roadworthy and have a current registration.

(C) in compliance with all applicable fire code provisions.

Sec. 13.01.004 Unapproved Storage of Tires Declared a Public Nuisance

The storage of any tire upon any premises within the City in such a manner that does not conform to the approved storage methods defined in this Article is hereby declared to be a public nuisance which is subject to abatement at the expense of the owner of such premises as provided by law.

Sec. 13.01.0005 Compliance for Existing and Newly Annexed Tire Businesses

(A) Tire Businesses in operation within the City limits on the effective date of this ordinance shall have twelve (12) months from its effective date to comply with all the requirements of this article.

(B) Facilities which are annexed into the City shall have a period not to exceed twelve (12) months from the effective date of the annexation to comply with all the requirements of this article. Annexed Facilities shall also demonstrate compliance with existing federal, state and local laws and regulations applicable to fencing requirements for such Facilities at the date of annexation. Subsequent to annexation, the Building Official shall promptly notify affected Facilities in newly annexed areas of the obligations under this article.

Sec. 13.01.006 Scrap Tire Facility or Tire Recycling Facility Fencing

(A) The wall or screen fence shall be at least six (6) feet in height and constructed such that the interior of the facility is not visible from the exterior.

EXCEPTION: The wall or screen fence for facilities that operate machinery or equipment or as the result of any industrial process spews, shoots, or in any manner allows junk, trash debris or shards of metal or other material to become a projectile shall be of sufficient height to prevent the projectile from leaving the premises of the Facility.

(B) Those sections of a Facility that are contiguous with another business shall be exempt from subsection (b), if those sections otherwise have an adequate barrier as required by subsection (a), to inhibit the migration of vermin, trash, junk, debris or metal shards or other material between the junkyards, automotive wrecking and salvage yards, recycling businesses or Tire Businesses.

(C) All walls and screen fencing shall be maintained in a neat, solid, substantial, and safe condition. No wall or screen fence shall be kept in a listing, damaged or decaying condition.

(D) Gates for access to the Facility at each street or alley line shall not have combined openings exceeding thirty (30) percent of the alley or street frontage. Gates for access shall not swing outward and shall be kept closed when the Facility is not open for business.

Sec. 13.01.007 Manner of Storage

(A) Tires, Scrap Tires, recycling material, and all other types of materials, equipment or machinery on the premises of a Facility shall be arranged so that a reasonable inspection of, or access to, all parts of the premises can be had at any time by the proper fire, health, police, code enforcement, and building authorities at any reasonable time. Metal racks shall be arranged to provide for ease of inspection, control of vermin and to facilitate water drainage, containment and waste control. Neither tires, Scrap Tires nor other salvage articles shall be stored or stacked higher than the height of the Facility's wall or screen fence.

(B) No tires, Scrap Tires, or recycling material shall be placed in any manner outside the surrounding screen fence or wall of the Facility.

- (C) Premises shall be kept clean of any weeds and brush in compliance with Article
- (D) All Scrap Tire storage facilities shall have a fire lane. The Code Compliance Officer shall oversee fire protection access specifications and compliance for each Facility and may dictate the requirements in accordance with the location, use, size, and other characteristics of an individual yard or business.

Sec. 13.01.008 Tire Generators; Disposal of Tires; Records

- (A) It shall be unlawful for any Tire Generator to cause or allow any tire to be transported upon any public street other than by a permittee. Each Tire Generator shall maintain records of the numbers of tires generated at each premises under their control and their disposition along with a receipt showing the number of tires as referenced in **13.01.002**, the names of the tire permittee for each consignment of tires. Each receipt shall be issued at least in duplicate and signed by both parties with one copy thereof to be retained by the Tire Generator and one copy retained by the permittee.

Sec. 13.01.009 Provisions Applicable to Scrap Tire Transportation Units

- (A) It is a defense to prosecution under this article that:
 - (1) not more than six (6) scrap tires were being transported at the same time in the same vehicle; or
 - (2) the Scrap Tires were being transported from a point outside the VAN City limits to another point outside the VAN City limits, and the vehicle did not stop within the VAN City limits for the purpose of loading or unloading any Scrap Tires.
 - (3) the Scrap Tires are five percent or less tires by volume and is part of a general cargo of "municipal solid waste" as that term is defined by Chapter 361 of the Texas Health and Safety Code.
- (B) A person commits an offense if he disposes of a scrap tire at any location within the City.
- (C) It is a defense to prosecution under subsection (b) that the Scrap Tire was disposed of:
 - (1) at a City landfill, if applicable, in compliance with City regulations governing the landfill; or
 - (2) at a Tire Recycling Facility or tire disposal facility that is registered or permitted by the state as required under Section 361.112 of the Texas Health and Safety Code, as amended, provided that the tires were delivered to the facility by a registered tire transporter and the manifest for the tires was signed by the transporter and the Facility accepting the tires.

Sec. 13.01.010 Penal Provision

A violation of any of the provisions of this article constitutes a misdemeanor that shall be punishable, upon conviction, by a fine of not less than \$250.00 nor more than \$2,000.00, and each day that any violation continues shall constitute a separate offense; that an offense provided in this article which also constitutes an offense under state law shall be punishable as provided in the applicable state law.

Sec. 13.01.011 Civil Remedies

(A) The City, acting through the City Attorney or the City Attorney's designee, is hereby authorized to file an action in a court of competent jurisdiction to:

- (1) Enjoin the violation of the provisions of this article;
- (2) Recover civil penalties for violation for the provisions of this article; or
- (3) Recover damages from the owner of a Tire Facility in an amount adequate for the city to undertake any construction or other activity necessary to bring about compliance with this article. This authority is in addition to all provisions of this Code relative to the definition of offenses and the provisions of penalties for violations of such ordinances.

(B) The City, acting through the City Attorney or the City Attorney's designee, is hereby authorized to enter into agreements in lieu of litigation to achieve compliance with the terms, conditions and restrictions of any Generator as defined by this code.

Sec. 13.01.012 Exemptions

This article does not apply to any department, branch or agency of federal, state, or municipal government or agent thereof. Landfilled scrap tires are not subject to the storage requirements provided herein.

Section 3. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the Council that the words, phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any word, phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs and sections of this Zoning Ordinance, since the same would have been enacted by the Council without the incorporation of any such unconstitutional word, phrase, clause, sentence, paragraph or section.

Section 4. SAVINGS CLAUSE

The Code of Ordinances shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 5. REPEALER CLAUSE

Any provision of any prior ordinance of the City, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 6. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

Section 7. PENALTY

Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed Two Thousand Dollars (\$2,000.00).

PASSED, APPROVED AND ADOPTED by the City Council of the City of Van, Texas, this ____ day of _____, 202__.

Don Smith, Mayor

ATTEST:

(AUTHORIZED NAME), TITLE

APPROVED AS TO FORM:

(AUTHORIZED NAME), City Attorney



DATA SHEET
AGENDA ITEM NO. V.I.

Meeting Date: December 10, 2020

Department:

Administration

Agenda Item:

Discuss and consider action on the City of Van Vehicle Use Policy

Background:

Financial Impact:

Recommendation:

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

**AN ORDINANCE AMENDING THE CITY OF VAN PERSONNEL
POLICIES AND PROCEDURES MANUAL DATED AUGUST 09, 2007**

ORDINANCE NO. 01-07-2016-1

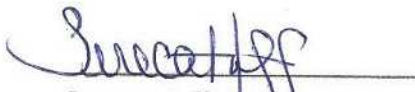
A the regular City Council Meeting of the City Council of the City of Van, Texas, held on January 7, 2016, at & 7:00 p. m. at the Van Community Center located at 310 Chestnut, Van, Texas, there being a quorum of the City Council present, upon motion duly made and seconded the following ordinance was adopted to wit:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VAN, TEXAS

That the City of Van Personnel Policies and Procedures Manual is amended to amend, but not limited to the following: Administrative Responsibilities, Employee Benefits, Use of City Equipment and Vehicles, Travel and Educational, Dress and Appearance, and Ethical Behavior.

This ordinance shall take effect upon the vote of approval of a majority of the Van City Council.

APPROVED and ADOPTED by the City Council of Van, Teas on the 7th day of January, 2016.


Sereca Huff, City Secretary


Dean Stone, Mayor



**PERSONNEL POLICIES
CITY OF VAN, TEXAS**

CHAPTER 1 GENERAL PROVISIONS

Section 1 Purpose and Objective

The purpose of these policies is to provide a uniform set of rules governing City/Employee relations. The fundamental objectives sought to be achieved by these policies are:

- A. To promote and increase efficiency in the service of the City.
- B. To provide fair and equal opportunity to all qualified applicants to enter and advance in City employment on the basis of merit and fitness as ascertained through fair and practical methods of selection and promotion, without regard to race, color, religion, national origin, sex, sexual orientation, age, disability or other non-merit factor.
- C. To promote high moral among City employees, make the service of the City attractive as a career and encourage each employee to render the best service to the City by providing good working relationships, uniform personnel policies, and opportunity for advancement and consideration for employee welfare.

Section 2 Applicability

These policies shall apply to all employees of the City and all persons who apply for employment and are hired by the City, except where inconsistent with the proper application of Federal, state or local law. Elected officials, members of appointed boards and commissions, persons under contract to provide professional and technical services and personnel appointed to serve without pay shall not be considered employees under these policies.

Section 3 Equal Employment Opportunity

The City of Van is committed to a policy of Equal Employment Opportunity. It is the policy of the City of Van to afford equal opportunity to all individuals regardless of race, color, creed, religion, sex, national origin, disability, marital status, parenthood, age or other non-merit factor. The City will ensure that it will:

- A. Recruit, hire and promote all job classifications without regard to race, color, creed, religion, sex, national origin, disability, marital status, parenthood, age or other non-merit factor.
- B. Base decisions on employment so as to further the principles of equal employment. No employee shall be excluded from participation in, denied the benefits of, or be subject to discrimination under any program or activity sponsored by the City on any basis prohibited by applicable law.

Section 4 Functions of the City and Job Economy

It is the function of the City to provide the vital day to day services to its citizens, which include but are not limited to sanitation, water, sewer, streets, parks, fire and police protection, and animal control. No other level of government requires the responsiveness demanded of City government. The goal of the City is to provide the highest level of service at the lowest possible cost. This means that employees of the City have a difficult and important job to do. Every employee must work efficiently and avoid waste when using City equipment and materials. Maintaining a high level of service at the lowest possible cost requires the effort of each member of the team.

Section 5 City Government

The City of Van is a municipal corporation under the laws of the State of Texas, operating as a Type A General Law City.

The City operates under the Mayor-Council form of government. The City Council is composed of the Mayor and five Council Members. The City Council makes the rules and adopts the policies for the City.

The City Administrator is appointed by the City Council and is the professional administrator responsible for administering the government of the City. All other employees of the City serve by appointment of the City Administrator.

Section 6 Dissemination of Policies

Each employee shall be provided a copy of these policies and each department shall keep at least one copy available for reference by its employees.

Section 7 Amendments to Policies

These policies may be amended by the City Council at any time and by majority vote of the Council. Amendments shall be incorporated into the policies and distributed to each employee.

CHAPTER 2 CITY ADMINISTRATION AND EMPLOYMENT AT WILL

Section 1 City administrator to serve as Chief Administrative Officer

The City Administrator shall serve as the chief administrative officer of the City. The City Administrator shall be responsible to the City Council for the proper administration of all affairs of the City and the City Administrator shall have the power and responsibility to appoint and remove all other officers and employees, except as otherwise provided by law. Neither the City Council nor its members shall direct the appointment or removal of any person by the City Administrator, unless the employee's removal is required by these policies. Neither the Council nor its members shall give orders to any employee appointed by the City Administrator, either publically or privately.

Section 2 Employee Relations with Mayor and City Council

Employees are expected to be respectful, courteous and cooperative with the Mayor and City Council and do all that is possible to answer any questions raised by the Mayor or the City Council.

Section 3 All Employees are At-Will Employees

All employees, including the City Administrator, are at-will employees. The employment at will doctrine is the law of Texas, under which an employer has no duty to an employee regarding continuation of employment. The employment-at-will doctrine places no duties on an employer regarding an employee's continued employment and thus bars contract and tort claims based on the decision to discharge an employee. At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the City. An at-will employee cannot be discharged if the sole reason for the discharge was that the employee refused to perform an illegal act. *Sabine Pilot Service, Inc. v. Hauck*, 687 S. W 2d 733 (Tex. 1985).

The policies contained in this handbook shall not be construed to create an employment contract between the City and any employee.

CHAPTER 3 CREATION AND FILLING OF EMPLOYMENT POSITIONS

Section 1 Creation of Positions and Pay Rates

All new positions and pay rates shall be created by the City Administrator upon City Council approval. Employment positions are created for the sole purpose of accomplishing the necessary work and services of the City in accordance with the budget adopted by the City Council. The funds to pay the salary, provide essential equipment and other necessary expenses should be available before the City Administrator creates a new employment position.

Note: Required job related schools and training for employees will be provided or funded by the City. Certain specialized training that is job related but not required training, may require a reimbursement contract as recommended by City Administrator and approval of City Council.

Section 2 Types of Positions

Employment positions shall be designated as regular or temporary. Regular positions shall be of indefinite duration and may be either full-time or part-time. Temporary positions shall be for a specified time period during the year and may be either full-time or part-time. Except as otherwise specifically provided in these policies or as required by law, employees who fill regular full time positions shall receive the benefits outlined in Chapter 6 of these policies. Except as otherwise specifically provided in these policies or as required by law, all other employees shall not receive the benefits outlined in Chapter 6 of these policies.

Section 3 Job Vacancies

Department heads shall notify the City Administrator of anticipated job vacancies as soon as possible.

Section 4 Application for Employment

The person seeking employment with the City shall complete an employment application. The minimum education requirement for full time employment with the City of Van is a high school diploma or GED. The application shall include an authorization to release the results of the drug test which is required for all employees. The completed application shall be retained by the City Administrator in the employee's permanent employment records. The employee shall be responsible for notifying the City Administrator of any change in the employee's address, telephone number or other information required by City employment.

Section 5 Pre-Employment Drug Test

A person selected for employment shall undergo a drug test at the direction of the City Administrator, prior to reporting for work. The expense of the test shall be paid by the City. Employment shall be contingent upon a satisfactory test result.

Section 6 Background Check

The City Administrator shall conduct background checks on job applicants depending on position person is applying for.

Section 7 Residency

The City Administrator may establish residency or response time requirements for positions that require a rapid response time.

Section 8 Filling Positions and Promotions

Employment with the City shall be based on merit and ability. Employees will be hired and promoted on the basis of their qualifications to perform the job. Preference shall be given to promoting an employee to fill a position. If a position is not filled by promoting an employee, then preference shall be given to former employees with a good work record. However, nothing contained herein shall obligate the City Administrator to fill a position by promoting an employee or hiring a former employee.

Section 9 Age Requirements for Regular Full Time Employees

All regular full time employees must be at least 18 years of age.

Section 10 Nepotism

No person related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to any elected or appointed officer or employee of the City shall be appointed to or hold any paid position or office of the City.

An individual's relatives within the third degree by consanguinity are the individual's parents or child (first degree), brother, sister, grandparent or grandchild (second degree) and great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual and niece who is a child of a brother or sister of the individual (third degree). Texas Government Code and 573.025.

Section 11 Probationary Period

For the first six months of employment, each employee will be carefully observed by his or her supervisor in the performance of his or her duties. An employee's ability to perform the duties of his or her job, ability to adjust to employment with the City, attitude toward the job and toward fellow employees will be closely monitored. At the conclusion of the probationary period, the supervisor shall submit a written performance report to the City Administrator stating whether the probationary employee's job performance has been satisfactory or unsatisfactory. A probationary employee who receives an unsatisfactory job performance report shall be discharged.

Section 12 Discipline

Steps for discipline are as follows: (a) oral reprimand, (b) written reprimand, and (c) suspension with possible termination. Severity of the offense will determine discipline to be administered.

CHAPTER 4 JOB PERFORMANCE AND THE WORK PLACE

Section 1 Performance Evaluation

In order for an employee to perform his or her job to the best of his or her ability, it is important that an employee be recognized for good job performance and receive appropriate suggestions for improving job performance when necessary. Employees should also receive written evaluations on a periodic basis. The written evaluations will normally occur at the end of an employee's probationary period, on the first anniversary date of employment and annually thereafter. In addition, when an employee is promoted to a new position, normally a written performance evaluation may be conducted at any time to advise an employee of performance or disciplinary problems.

Written evaluations will be based on an employee's overall job performance, including but not limited to conduct demeanor and record of attendance and tardiness.

Section 2 Personnel Records

The City Administrator or designated person shall maintain separate files containing the work history records for each employee while employed by the City. Documents retained in an employee's file may include but shall not be limited to the application for employment with the

City, results of the pre-employment drug test, written performance evaluations, written disciplinary actions, and any other documents relating to the employee's job performance.

An employee shall be allowed to review his or her file. Information contained in an employee's file shall be kept confidential, unless the information is required by law to be disclosed.

Section 3 Sexual Harassment

The City of Van will not tolerate sexual harassment by its employees. Unwelcome sexual advances, requests for sexual favors or any other verbal or physical conduct of a sexual nature is prohibited.

An employee who feels they have been sexually harassed shall report the incident to the City Administrator immediately. If the complaint is against the City Administrator, the employee shall report the incident to the Mayor. All complaints of sexual harassment shall be promptly investigated by the City Administrator or by the official designated by the Mayor, if the complaint is against the City Administrator. In determining whether an employee's conduct constitutes sexual harassment, the totality of the circumstances, nature of the alleged harassment and the context in which the incident or incidents occurred shall be investigated thoroughly and in a professional manner. If a determination is made by the investigator that the complaint is true, the employee responsible for the sexual harassment shall be discharged from employment.

Section 4 Drug Free Work Environment

The City of Van prohibits the unlawful manufacture, distribution, dispensation, possession or use of alcoholic beverages and controlled substances in the work place or at events sponsored by the City. Employees are prohibited from reporting to work or any event sponsored by the City, under the influence of any alcoholic beverage or controlled substance. An employee who violates this policy may be discharged from employment or may be referred to a drug counseling program, drug rehabilitation program or employee assistance program.

An employee who is convicted of any criminal offense involving the manufacture, dispensation, possession or use of an alcoholic beverage or controlled substance shall notify the City Administrator of the conviction no later than five days after he or she is convicted of the offense. Within thirty days after receiving notice that an employee has been convicted of an offense as provided herein, the City Administrator shall either (1) discharge the employee or, (2) require the employee to complete a drug counseling program, drug rehabilitation program

or employee assistance program. An employee who is required but does not complete a drug counseling program, drug rehabilitation program or employee assistance program shall be discharged from employment.

Section 5 Smoke Free Work Environment

The City of Van prohibits smoking or use of all tobacco products in all City owned vehicles and equipment and a minimum of 20 feet to entrance of any City owned building.

Section 6 Dress Code and Appearance

All office employees should strive to dress in a professional manner. If your job is primarily performed outdoors then you should dress in a manner that is appropriate for the type of job which you perform. If provided, city uniforms must be worn at all times during working hours without exception. Conservative image requires that male employees wear suits, slacks or dress jeans, shirts, shoes, and socks. Appropriate attire for female employees includes dresses, skirts and blouse, pant suits, slacks, dress jeans, business suits, and shoes or dress sandals. Immodest dress will not be permitted, including but not limited to T-shirts, halter tops, tube tops, muscle shirts, shorts, and short skirts or dresses. In addition to proper dress, employees are expected to present a clean, neat, and business like appearance which includes practicing good personal hygiene and wearing clean clothes daily. Hair styles and jewelry should not be extreme or eccentric and should contribute to a conservative, professional, and business image. If you have any questions about the appropriateness of your dress or appearance then you should consult with your supervisor. Your supervisor and Department Head are responsible for ensuring that your dress and appearance are appropriate.

Section 7 Use of Tape Recorders or Other Recording Devices

An employee shall not use a tape recorder or other recording device to record a conversation with another employee or to record the actions of another employee, unless the employee consents on the recording to be recorded.

CHAPTER 5 SUPERVISION

Section 1 Chain of Command

Whenever you have a question or a problem concerning your work, you are to consult with your immediate supervisor. If you are unable to have your question answered or your problem solved by your immediate supervisor then you should consult with your Department Head. If your department head is unable to answer your question or solve your problem then

you should consult with the City Administrator. Do not go over the head of any person in your chain of command unless you have been given permission to do so or you have been unable to have your question answered or your problem solved within three days from the time you first consulted with your supervisor or department Head. Exception: If problem concerns supervisor, or Department Head, employee may consult City Administrator.

Section 2 Your Supervisor

The immediate Supervisors is responsible to provide employees with direct instructions. Other Supervisors include the Department Head and the City Administrator. The jobs of your Department Head and the City Administrator are specialized for each position. These people are responsible for a specific service the City provides. They have the added responsibility of planning, organizing, and supervising your work.

Part of your supervisor's job is to help you adjust to your job and to provide appropriate training to perform assigned tasks.

Section 3 Your Working Relationships

It is the duty of each employee to maintain high standards of cooperation, efficiency and economy in his or her work. Supervisors and Department Heads will organize and direct the work to enable them to achieve these objectives.

When work habits, attitudes, production, or personal conduct of an employee falls below a desirable standard, Supervisors and Department Heads shall point out the deficiencies at the time they are observed.

Section 4 Inter-Department Rules

Each department may adopt rules which are more specific than this personnel policy. If there is a conflict between inter-department rules and this personnel policy then, the personnel policy shall control. If you think there is a conflict then employee shall consult with your their Supervisor and follow the prescribed chain of command in resolving the conflict.

CHAPTER 6 COMPENSATION, ATTENDANCE AND ABSENCES

Section 1 Working Hours

Unless state or federal law provides otherwise, hours worked includes time during which an employee is "necessarily required to be on the employer's premises, on duty or at a prescribed work place." Except as otherwise provided herein, employees shall be at their places of work ready to perform their duties as scheduled or required by their supervisor, department head or City Administrator. All department heads shall maintain daily attendance

records of employees within their department. The City Administrator or designee shall maintain attendance records based on information provided by the department heads.

Section 2 Overtime

Employees shall work overtime when necessary and only when approved by the Department Head or City Administrator. Overtime shall be allocated as evenly as possible among all employees qualified to do the work.

When employees are directed by their department head or supervisor to work extra time in addition to normal working hours, they shall be compensated for overtime or allocated compensatory time if the following conditions are met: (a) All overtime work must be given proper authorization and/or be known in advance by the supervisor, and (b) records of all overtime work must be kept by department supervisors with copies to the accounting payroll clerk.

Employee compensation for overtime and allocation of compensatory time shall be governed by applicable Federal and State law, including the Federal Fair Labor Standards Act, 29 U.S.C. Section 206 et. Seq. If this policy conflicts with any applicable Federal or State then the applicable Federal or State Law will super cede the terms of this policy. The total amount of compensatory leave an employee can accrue is 240 hours. Law enforcement and emergency response personnel may accrue up to 480 hours.

Employees entitled to overtime, with the exception of law enforcement personnel, shall be compensated for all hours worked in excess of 40 hours per week at the rate of one and one-half times the employee's regular rate. A work week is defined as seven days beginning Saturday 12:01 a. m. and ending Friday at midnight. There is no daily overtime for working in excess of eight hours a day. The total hours in excess of 40 hours at the end of the week is the basis for calculating the amount of overtime worked. Time sheets shall be completed and turned into your Department Head for calculating overtime hours.

Employees engaged in law enforcement activities who are entitled to overtime shall be compensated for all overtime hours at the rate of one and one-half times the employee's regular rate in accordance with 29 U.S.C. Section 207(k). In addition, employee engaged in law enforcement activities funded, by a grant that includes an overtime supplement shall be compensated at an overtime rate of one and one half times the employee's regular rate to the extent the compensation is paid by the grant or reimbursed to the City by the grant.

Section 3 Payroll and Payroll Deductions

Employees of the City are paid every two weeks. The following are authorized payroll deductions to be withheld from each check:

- (1) Withholding Tax: The City deducts from each paycheck the amount established by the Internal Revenue Service for the number of exemptions you declare.
- (2) Federal Social Security: the City deducts from each paycheck the amount established by the Federal Social Security Administration.
- (3) Insurance Premiums: the City withholds the employee's portion of any insurance coverage offered by the City that is selected by the employee.
- (4) Pension Plan: the City deducts the portion required by terms of the City's Pension Plan. The terms of the City Pension Plan should be consulted to determine your rights under the Pension Plan including but not limited to qualifications.
- (5) Court Ordered Deductions: the City deducts any amounts which the City is ordered to deduct by Court Order.

Section 4 Insurance

The City shall pay employee insurance premiums to include hospitalization, dental, vision, and life. Employees may purchase additional life insurance by paying premiums. Dependent insurance is available for all employees, however, dependent insurance premiums are to be paid by employee. City employees who leave the City under honorable circumstances, and whose age and years of service equals 60 points, shall have 30% of their employee medical premium paid by the City for the period of time between retirement and reaching eligibility for Medicare Part B.

Section 5 Retirement

The employee shall contribute six (6) percent of their salary to the City's designated retirement plan. The City shall contribute twelve (12) percent toward the employee's retirement plan or a 2-1 ratio match.

Section 6 Holidays

The following shall be observed as official paid holidays by the City:

New Year's Day	January 1
Martin Luther King Day	January (Third Monday)
President's Day	February (Third Monday)
Good Friday	Friday before Easter

Memorial Day	May (last Monday)
Independence Day	July 4
Labor Day	September (first Monday)
Veterans Day	November 11 (Day before or after)
Thanksgiving Day	November (fourth Thursday)
Friday after Thanksgiving	November (fourth Friday)
Christmas Eve	December 24(before or day after Christmas)
Christmas Day	December 25

When an official holiday falls on Sunday, the holiday shall be observed Monday after the holiday. When an official holiday falls on Saturday, the holiday shall be observed on Friday before the holiday.

City employees are expected to work the scheduled workday immediately preceding and following a holiday in order to be eligible for holiday pay. If an absence is unauthorized or unexplained for these days, the holiday will not be paid. If an employee works on a holiday, the employee shall be compensated at the same rate as the employee would receive for overtime work.

Section 7 Annual Leave (Vacation)

All full time employees shall earn paid vacation based upon continuous years of service as designated in the leave table below.

After one year (1)	2 weeks
After five years (5)	3 weeks
After fifteen years (15)	4 weeks
After twenty years (20)	5 weeks

Regular part-time employees and temporary employees shall not accrue vacation time.

Employees are expected to take their vacation in the twelve month period following the date they become eligible to take the vacation. When a paid holiday occurs during an

employee's scheduled annual leave, the day will be credited as a holiday and not as an annual leave day.

Vacations are scheduled for the convenience of the City and its need to provide City services. Consideration will be given to employee requests and departmental needs to ensure a balanced work schedule. Employees are encouraged to make their requested vacation days known to their Supervisor or Department Head as soon as possible.

In no circumstances may employees be advanced annual leave. Only one week carryover is permitted per year to the next year. No more than a total of one week shall be allowed per employee.

Section 8 Longevity Pay

Employees will be paid annually on November 1st for longevity as listed below. Employees must be employed on or before November 1st two years prior to be eligible for payment.

Service	Annual Payment
2 years	\$340.00
4 years	\$580.00
6 years	\$820.00
8 years	\$1,060.00
10 years	\$1,300.00
12 years	\$1,540.00
14 years	\$1,780.00
16 years	\$2,020.00
18 years	\$2,260.00
20 years	\$2,500.00
22 years	\$2,740.00
24 years	\$2,980.00
26 years	\$3,220.00

28 years \$3,460.00

30 years \$3,700.00

Section 9 Anniversary Date

An employee's anniversary date is the date which vacation and sick leave are computed. The date you begin to work is considered your anniversary date.

Section 10 Bereavement Leave

In the unfortunate event of the death of an immediate family member, a full time employee who has completed one year of employment may request bereavement leave not to exceed 24 hrs. Immediate family members shall include spouse, children, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Bereavement leave shall be paid only for regularly scheduled work hours missed and not for any other days such as holidays or scheduled days off. An employee may not receive pay in lieu of taking bereavement leave. The City reserves the right to require proof of death and relationship to the deceased. If additional time is needed, such as (out of state travel), an employee may request vacation leave but not sick time.

Section 11 Absenteeism and Tardiness

All employees are expected to be prompt in getting to work at the beginning of each work period. If you know you are going to be late for work or absent for any reason then you must notify your supervisor prior to the start of the work period, if possible, so that arrangements can be made for someone else to do our work. If an emergency or unusual circumstance makes it impossible to notify the Supervisor prior to the start of the work period, employee must notify their supervisor as soon as possible. Leaving a message on voice mail is not considered sufficient.

Failure by an employee to notify supervisor that you will be absent for any reason will result in absence without pay and disciplinary action. Failure to return to work within three days after the expiration of an approved leave or vacation shall be considered a resignation, effective as of the date you should have returned.

Section 12 Sick Leave

The intent of sick leave is to preclude a loss of income for a regular full time employee for absences due to personal illness or physical incapacity that is not job related. Regular part-time employees and temporary employees shall not accrue sick leave.

Abuse of sick leave will not be tolerated. If a supervisor, Department Head, or the City Administrator suspects that an employee is abusing sick leave then they are obligated to verify the sickness or physical incapacity by (1) requiring the employee to provide a statement from a physician, (2) requiring the employee to see a physician or doctor of the City's choice in which case the City will pay for the exam or (3) other inquiry or investigation that is reasonably necessary to determine whether employee is sick or physically incapacitated. If employee uses sick leave when he/she are not sick or physically incapacitated, employee will normally be terminated.

Sick leave shall be accrued by all regular full time employees at the rate of eight (8) hours for each month of service. Sick leave shall begin to accrue on the first day of employment. However, sick leave cannot be used during an employee's probationary period. Sick leave cannot be used in advance of being earned.

In order to use accumulated sick leave you must notify the Supervisor must be notified prior to the start of the work period, if possible. If an emergency or circumstances make it impossible to notify the Supervisor prior to the start of the work shift then the employee must notify their supervisor as soon as possible.

When a regular full time employee's sick leave has been exhausted, unused vacation time may be used as sick leave. When absence due to illness or physical incapacity that is not job related exceeds the amount of paid leave earned and authorized, the employee will be placed on leave of absence without pay until the employee returns to work. An employee on leave without pay for 10 or more days will not accrue benefits for that period. An employee may remain on leave of absence without pay for a period of time as considered appropriate by the employee's Department Head or the City Administrator, but in no event may the period of absence exceed one year.

An employee who returns from a leave of absence without pay may be returned to the position held at the time of the leave of absence without pay if the position is available. If the position is not available, the employee may be offered a similar position of like status and pay. If the employee is unwilling to accept the position offered, or if a similar position is not available, the employee's Department Head or the City Administrator can extend the leave without pay until a position becomes available, not to exceed one year from the date the leave of absence without pay began.

Sick leave may be used for medical, dental or ocular appointments when immediate attention is required. Sick leave may also be used to attend to a sick spouse, minor child or other person who lives in the home and depends on the employee for care. Absence during working hours for the purposes set forth in this paragraph must be authorized by the Department Head or City Administrator.

Supervisors, Department Heads and the City Administrator may require satisfactory proof of illness or physical incapacity. If the employee becomes ill or physically incapacitated during a vacation then he/she may request that the vacation be terminated and the time away from work due to the illness or physical incapacity be charged to sick leave. A statement from a physician will normally be required to substantiate the sickness or physical incapacity.

Upon separation from employment, all accrued sick leave will be forfeited except employees with twelve (10) years or more of continuous service at time of termination may elect to be paid for up to 480 hours of his/her accrued sick leave. An employee can receive payment of sick leave on termination only once.

Section 13 Maternity Leave

A regular full time employee who becomes pregnant may continue working until such time as she can no longer satisfactorily perform her duties or her physical condition is such that her continued employment may be injurious to her or the baby. An employee shall be required to present medical certification from her doctor on fitness to continue or resume work, or of physical inability to resume work. Total maternity leave for a regular full time employee shall not exceed 90 days including sick leave and leave without pay or as provided in any applicable Federal Statute. An employee on leave without pay for 10 or more days will not accrue benefits for that period. At the expiration of maternity leave, the regular full time employee shall return to the position held prior to the leave. The City will fill vacancies created by such leave with temporary appointments. Regular part time and temporary employees shall not be entitled to maternity leave.

Section 14 Workman's Compensation

Medical expenses incurred for compensable on the job injuries as defined under the Worker's Compensation Act will be paid at no expenses to the employee. An employee who sustains a compensable on the job injury which requires time away from work, will be paid by the City at their regular rate of pay for the first pay period of the disability. During the second pay period the employee will be compensated at the employee's regular rate of pay, partially by the City and partially by the worker's compensation company. The City will pay that portion of the employee's regular pay not paid by the worker's compensation company. After the

second pay period the employee will only receive the portion of salary benefits paid by the worker's compensation company.

To provide for payment of medical expenses and for partial salary continuation in the event of a work related injury or illness, employees are covered by worker's compensation insurance. The amount of benefits payable and the duration of the payment depend on the nature of the injury or illness. In general, all medical expenses incurred in connection with a work related injury or illnesses are paid in full, and partial salary payments are provided pursuant to the State Workmen's Compensation Law. Actual benefits shall be determined in accordance with the City's compensation insurance and Texas Law.

Section 15 Work Related Injury or Illness

If an employee is injured or become ill on the job he/she must immediately report the injury or illness to the Supervisor. This is to insure the employee is obtaining appropriate medical treatment. Failure to report a work related injury or illness as soon as possible could jeopardize any right to benefits, including worker's compensation payments, in connection with the injury or illness. AN EMPLOYEE SHOULD IMMEDIATELY NOTIFY HIS/HER SUPERVISOR OF ANY WORK RELATED INJURY OR ILLNESS, WHETHER OR NOT A PHYSICIAN IS REQUIRED OR TIME OFF IS AFFORDED.

Section 16 Disability

If an employee becomes aware of a medical disability which affects his/her ability to perform their assigned duties, then employee must inform the Department Head who may require a physical exam to determine ability to continue the duties required of the position. The City shall not discriminate against a qualified individual with a disability as defined by the Americans with Disabilities Act. 42 U.S.C Section 12111 et.seq.

Section 17 Long Term Leave (FMLA)

If qualified and approved, eligibility for long term leave from employment shall be governed by the requirements of the Family Medical Leave Act of 1993.

Section 18 Jury Duty

Employees called for jury duty, you will be granted a leave of absence with pay. Any pay which you receive from the court will be in addition to your regular salary. Employees absence from work will not affect their overall vacation time.

Section 19 Military Duty

An employee shall be entitled to leave of absence without pay, loss of efficiency rating or vacation time on all days during which he/she shall be engaged in authorized training or duty ordered or authorized by proper authority, not to exceed 15 working days in one calendar year. Any employee so ordered to military leave or annual duty training shall request such leave in advance and shall provide the City with a copy of the orders.

Section 20 Political Activities

If any employee desires to become a candidate for a public office, a legal ruling concerning the employee's status with the City must be obtained from the City Attorney.

While in uniform or during working hours, an employee may not take an active part in another person's political campaign for an elective position of the City. For the purpose of this section, a person takes an active part in a political campaign if the person:

- (1) Makes a political speech;
- (2) Distributes a card or other political literature;
- (3) Writes a letter;
- (4) Signs a petition;
- (5) Actively and openly solicits votes; or
- (6) Makes public derogatory remarks about a candidate for an elective position of the City

An employee may not be required to contribute to a political fund or to render a political service to a person or party. An employee may not be removed, reduced in classification or salary, or otherwise prejudiced for refusing to contribute to a political fund or to render a political service.

Except as expressly provided by this section the City's governing body may not resist an employee's right to engage in political activity.

Section 21 Social Media Use

Social media provides a new and potentially valuable means of assisting the City and its personnel in meeting community outreach and problem-solving. The City supports and utilizes the secure and appropriate use of social media to enhance communication, collaboration, and information exchange. The City also recognizes the role that these tools play in the personal lives of City personnel. Because the improper use of social media platforms by employees may impact City operations, the City provides information of a precautionary nature as well as prohibitions on the use of social media by City personnel. The policies and procedures apply to

all City personnel including sworn and non-sworn employees, City's elected officials, boards appointed by City and any volunteers working within the City.

Barring state law or binding employment contracts to the contrary, City personnel and representatives should abide by the following when using social media: (a) not access social networking or social media sites through the use of City provided information systems unless authorized to do so on behalf of the City, (b) While on duty, employees only use personal communications devices to access social networking sites strictly during authorized meal breaks, provided such usage does not in any way interfere with the performance of job duties. Employees are prohibited from authoring posts on social networking site at any time while on-duty even during meal breaks. In the event that within the City there are Departmental social media policies, the stricter of the policies will control.

Section 22 Inclement Weather

In bad weather, employees are required to report to duty unless the City Offices are officially closed or special arrangements are made in advance. Each employee will need to check with Supervisor for instructions and procedures. Employees may be required to take personal leave or vacation if they are unable to fulfill their work schedule.

Section 23 Utility Services Discounts

All City of Van employees and elected officials that are connected to the City of Van utilities are exempt from paying the minimum water and sewer fees. Any usage of these services that exceeds the minimum bill is the responsibility of the employee or elected official. Late fees shall not be waived. Criteria for exemptions are as follows: (a) must be a regular full time employee, hold current seat on City Council, or active volunteer firemen; (b) must be applied to personal residence, not transferrable to non-employee or non-elected official residence, and (c) must not be commercial or business accounts.

CHAPTER 7 USE OF CITY PROPERTY

Section 1 Use of Telephones

Telephones in City offices are for City business. Employees are allowed to make and receive personal calls on their personal cell-phone, however, the number and length of these calls must be kept to a minimum. For clarification, texting is considered a phone call. No personal long distance calls shall be charged to the City.

In using the telephone, employee must remember that they are a representative of the City. The telephone should be answered promptly when it rings. An employee shall speak clearly, distinctly and naturally and identify themselves and their office. Do not keep the caller waiting while searching for information. Offer to call back and then make sure you return the call after you find the information. If it is necessary to place a caller on hold be sure that you check back with the caller frequently. Be courteous at all times and end the call by using the other person's name.

If an employee receives a call that is for someone else, offer to be of assistance or take a message if the person that is being called is not available. Deliver all telephone messages promptly.

Section 2 Mail

Out-going mail is to be used for City business only. Any personal use of the City *mail* service must be authorized in advance by your Supervisor, and the City must be reimbursed for actual costs.

Section 3 Use of City Vehicles

The assignment of vehicles is done on a departmental basis. Each Department Head and supervisor shall be responsible for the individual assignment of vehicles to meet the needs and provide the best service to the City. City vehicles are not to be used for personal use.

If an employee drives a City vehicle then they are responsible for obeying all traffic rules and regulations and must use every safety precaution possible to prevent accidents. If an employee is involved in an accident with a City vehicle, then the following procedures must be followed:

Employee must immediately contact the Police Department so that a Police Accident Report can be made. If accident with a City vehicle occurs outside the City of Van, the appropriate law enforcement agency should be contacted. **DO NOT MOVE THE VEHICLE.** As soon as possible, the employee should contact their supervisor and explain how the accident occurred and advise them as to whether you or anyone else was injured. The Supervisor will be responsible for submitting an accident report to the City Administrator. The City Administrator shall be responsible for notifying the insurance company.

If an accident involves another vehicle then, the employee should obtain the name, address, driver's license number of the person who operated the vehicle and the name and address of the owner of the vehicle, if different from the operator of the vehicle.

Section 4 Travel

The City will pay for reasonable expenses incurred for travel subject to the following conditions:

- (1) The City Administrator must authorize the travel in advance. If the travel is authorized, the City Administrator can approve registration fees, travel costs including the use of a personal automobile or air fare, lodging, parking and meals.
- (2) Travel expenses are not to exceed mileage as allowed by Internal Revenue Service and meals as recommended by U. S. General Services Administration.
- (3) The travel must be related to the performance of the job or to promote the interest of the City.
- (4) Employees must provide receipts for all expenses incurred for which reimbursement is sought. No expense shall be paid without a receipt.
- (5) All expenses incurred must be reasonable. Employees are expected to choose moderately priced meals and lodging when traveling for the City.
- (6) The City shall not reimburse entertainment expenses, alcoholic beverages, laundry, valet service or personal phone calls.

Ordinarily, the City will not pay or reimburse for an employee's spouse's travel expense.

Section 5 Use and Disposition of City owned Property and Equipment

Employee use of City owned property, equipment, or materials for personal use is strictly prohibited. Any sale or disposition of City property, new or used must be authorized, in writing, to the City Administrator prior to the sale or disposition. All equipment or parts that are to be sold must have proper receipts describing the equipment/parts, employee selling or disposing of parts, and payment to City shall be in the form of company check, money order, or cashier check and made payable to City of Van. Cash sale of City property, equipment/parts is prohibited. This policy will be strictly enforced and punishment may include termination.

THIS IS NOT INTENDED TO BE AN ALL-INCLUSIVE LIST OF POLICIES AND PROCEDURES OF THE CITY; HOWEVER, IT IS A GUIDE TO HELP ANSWER THE MOST COMMONLY ASKED QUESTIONS AND SETS FORTH THE GUIDELINES UNDER WHICH THE CITY OPERATES. THE CITY RESERVES THE RIGHT TO CHANGE ANY TERMS OR PROVISIONS AT ANY TIME. EMPLOYMENT WITH CITY IS "AT WILL". THIS MEANS THAT EITHER (THE EMPLOYEE) OR THE CITY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON.

Employee Signature

Date

Management Signature



**NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
Monday, November 16, 2020
6:30 PM**

Don Smith
Mayor

Amanda Davis
Mayor Pro-Tem

Linzy Neal
Councilmember

Pete Lucas
Councilmember

Ryan Hanson
Councilmember

Ernie Burns
Councilmember

MINUTES

I. CALL MEETING TO ORDER

Meeting called to order by Mayor Smith

II. ACTION ITEMS

III. 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.

Convene @ 6:30p.m.

- A. City Council will meet in closed session under Section 551.074 of the Texas Government Code, Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manger Charles West and City Secretary Sereca Huff-Huggins.

IV. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION IF ANY

Reconvene@ 7:10p.m.

No action taken.

V. ADJOURN

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



**NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
Thursday, November 5, 2020
7:00 PM**

Don Smith
Mayor

Amanda Davis
Mayor Pro-Tem

Linzy Neal
Councilmember

Pete Lucas
Councilmember

Ryan Hanson
Councilmember

Ernie Burns
Councilmember

MINUTES

I. CALL MEETING TO ORDER

Present: Amanda Davis, Linzy Neal, Pete Lucas, Ryan Hanson, Ernie Burns
Absent: Don Smith

II. INVOCATION

Invocation was led by Council Member Neal

III. PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Davis

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. **INFORMATION AND DISCUSSION**

A. Van Zandt County Sheriff Elect Steve Hendrix

Sheriff Elect Steve Hendrix spoke in regards to his ideas for the VZC Sheriff Department.

B. Update from Retail Coach

Representative from Retail Coach gave update on growth for the City of Van.

VI. **REPORTS**

A. City Manager Report

RESULT:	Reviewed
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B. Police Department Report for October 2020

RESULT:	Reviewed
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C. Fire Marshal / Code Compliance Report for October 2020

RESULT:	Reviewed
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D. Fire Department Report for October 2020

RESULT:	Reviewed
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E. Public Works Report for October 2020

RESULT:	Reviewed
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- F. Municipal Court Report for October 2020

RESULT:	Reviewed
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- G. Library Report for October 2020

RESULT:	Reviewed
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VII. **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:	Ryan Hanson
SECONDER:	Linzy Neal
AYES:	Amanda Davis, Linzy Neal, Pete Lucas, Ryan Hanson, Ernie Burns
NAYS:	None
ABSTAINED:	None

- A. October 8, 2020 City Council meeting minutes

- B. October 2020 Financials

VIII. **ACTION ITEMS**

- A. Approve the 2020 Tax Levy as calculated

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

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.

IX. ADJOURN

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



City of Van, TX

November 2020 Expenditures By Fund

Payment Dates 11/1/2020 - 11/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
City of Van	INV0003807	11/02/2020	REI PAYROLL FOR LONGEVITY	100-22900	10,088.53
Texas Comptroller of Public Ac	INV0003808	11/03/2020	PERIOD ENDING 10/31/2020	100-20920	2,479.37
Del Zotto Products	0014010	11/05/2020	CULVERTS	100-46-59300	375.00
TXU Energy	056002374818	11/05/2020	ELECTRIC	100-10-56050	16.19
Mobile Communications Servi	102023306	11/05/2020	RADIO	100-30-57580	175.00
East Texas Ice Machines	1602	11/05/2020	ICE MACHINE	100-15-57200	50.00
East Texas Ice Machines	1602	11/05/2020	ICE MACHINE	100-60-57200	87.50
East Texas Ice Machines	1602	11/05/2020	ICE MACHINE	100-64-57200	50.00
Brynda Pool	185968	11/05/2020	CLEANING- ADMIN	100-99-53810	390.00
Tyler Products Sales, Inc.	18909	11/05/2020	MCMILLAN PARK	100-60-57120	1,022.00
Tyler Power Equipment	487525	11/05/2020	EQUIPMENT MAINT	100-60-54250	17.20
Payment Processing Center	64138549	11/05/2020	CHEMICALS	100-46-52950	345.85
Payment Processing Center	64138549	11/05/2020	CHEMICALS	100-60-52950	345.85
Linzy Neal	INV0003809	11/05/2020	NOVEMBER 2020	100-12-51901	50.00
Amanda Davis	INV0003810	11/05/2020	NOVEMBER 2020	100-12-51901	50.00
Don Smith	INV0003811	11/05/2020	NOVEMBER 2020	100-12-51901	50.00
Pete Lucas	INV0003812	11/05/2020	NOVEMBER 2020	100-12-51901	50.00
Ryan Hanson	INV0003813	11/05/2020	NOVEMBER 2020	100-12-51901	50.00
Ernest Burns	INV0003814	11/05/2020	NOVEMBER 2020	100-12-51901	50.00
Sereca D. Huff-Huggins	INV0003815	11/05/2020	NOVEMBER 2020	100-10-56700	60.00
John Brown	INV0003816	11/05/2020	NOVEMBER 2020	100-30-56700	60.00
Crow-Burlingame	INV0003820	11/05/2020	VEHICLE MAINT	100-30-54350	4.29
Crow-Burlingame	INV0003820	11/05/2020	VEHICLE MAINT	100-30-54350	23.44
Crow-Burlingame	INV0003820	11/05/2020	VEHICLE MAINT	100-35-54350	9.48
Champion EMS	INV0003821	11/05/2020	OCTOBER 2020	100-99-53270	2,765.00
Matheson Tri-Gas Inc	INV0003823	11/05/2020	SUPPLIES	100-46-52500	58.53
GFOAT	INV0003825	11/05/2020	DUES	100-10-56000	60.00
Charles Edward Dintelman	INV0003826	11/05/2020	ELECTRIC	100-99-54200	769.20
Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	100-10-56700	43.06
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	100-10-56705	48.12
Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	100-12-56700	43.01
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	100-12-56705	48.12
Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	100-15-56700	43.01
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	100-15-56705	48.06
Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	100-20-56700	43.01
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	100-20-56705	48.06
Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	100-30-56700	43.06
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	100-30-56705	48.06
Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	100-32-56700	43.01
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	100-32-56705	48.06
Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	100-35-56700	43.01
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	100-35-56705	48.06
Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	100-60-56700	43.01
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	100-60-56705	48.06
Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	100-64-56700	43.01
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	100-64-56705	48.06
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	100-30-54350	14.00
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	100-30-54350	289.08
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	100-30-54350	32.50
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	100-30-54350	15.00
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	100-30-54350	15.00
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	100-46-52450	314.80
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	100-46-52500	14.48

November 2020 Expenditures

Payment Dates: 11/1/2020 - 11/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	100-60-52450	94.27
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	100-60-52500	14.46
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-10-53200	34.12
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-10-56100	150.00
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-12-53200	34.09
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-12-56100	150.00
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-15-53200	34.09
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-20-53200	34.09
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-20-56100	150.00
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-30-53200	34.09
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-30-56100	150.00
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-32-53200	34.09
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-32-56100	150.00
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-35-53200	34.09
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-35-56100	150.00
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-64-53200	34.09
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	100-64-56100	150.00
JAY MILLS	INV0003830	11/05/2020	NOVEMBER 2020	100-10-53610	350.00
City of Van	INV0003843	11/09/2020	REI PAYROLL GF PPE 11/6/20	100-22900	37,569.21
Municode	00350416	11/12/2020	ADMIN 11/1/2020 TO 10/31/	100-99-53610	250.00
Pitney Bowes Reserve Accoun	1016734009	11/12/2020	Ink for postage machine	100-10-56550	30.22
Pitney Bowes Reserve Accoun	1016734009	11/12/2020	Ink for postage machine	100-20-56550	30.24
Pitney Bowes Reserve Accoun	1016734009	11/12/2020	Ink for postage machine	100-30-56550	30.24
Pitney Bowes Reserve Accoun	1016734009	11/12/2020	Ink for postage machine	100-35-56550	30.24
Usa Bluebook	402265	11/12/2020	SUPPLIES	100-60-52950	53.97
Advantage Safety	6129	11/12/2020	ANNUA FIRE EXTINGUISH INS	100-99-54200	276.88
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	100-10-56650	11.32
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	100-12-56650	11.33
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	100-15-56650	11.32
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	100-20-56650	11.32
Xerox Corporation	INV0003844	11/12/2020	3TX-386842	100-30-56650	144.72
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	100-30-56650	11.32
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	100-32-56650	11.32
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	100-35-56650	11.32
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	100-46-56650	11.32
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	100-60-56650	11.32
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	100-64-56650	11.32
Xerox Corporation	INV0003844	11/12/2020	3TX -394314	100-64-56650	136.11
TransUnion Risk and Alternati	INV0003846	11/12/2020	10/1/2020 - 10/31/2020	100-30-53610	100.00
Canton Animal Shelter	INV0003848	11/12/2020	SURRENDER FORM	100-30-53350	30.00
Pennys Kwik Lube	INV0003849	11/12/2020	VEHICLE MAINT	100-35-54350	7.00
Pennys Kwik Lube	INV0003849	11/12/2020	VEHICLE MAINT	100-46-54350	7.00
Pennys Kwik Lube	INV0003849	11/12/2020	VEHICLE MAINT	100-46-54350	89.09
Pennys Kwik Lube	INV0003849	11/12/2020	VEHICLE MAINT	100-46-54350	56.99
Pennys Kwik Lube	INV0003849	11/12/2020	VEHICLE MAINT	100-60-54350	7.00
City of Van Economic Develop	INV0003850	11/12/2020	OCTOBER 2020	100-99-60100	19,768.27
Van Zandt County PCT 4	INV0003851	11/16/2020	OLD CITY LAKE ROAD	100-46-59305	14,360.00
Brookshires	INV0003853	11/17/2020	EMPLOYEE - THANKSGIVING	100-99-56060	1,069.20
Global/Open Edge	INV0003854	11/18/2020	CREDIT CARDS	100-10-60885	67.72
Global/Open Edge	INV0003854	11/18/2020	CRDEIT CARDS	100-10-60885	13.58
Republic Services	0070-002979047	11/19/2020	OCTOBER 2020	100-99-56420	21,252.56
Reliant	111031091835	11/19/2020	13182674 199 S BOIS D ARC	100-10-56050	13.46
Reliant	111031091835	11/19/2020	12802102 - 602 S OAK SIRN	100-10-56050	8.43
Reliant	111031091835	11/19/2020	1280210 1002 N WALNUT SIR	100-10-56050	8.43
Reliant	111031091835	11/19/2020	128111388 113 W MAIN	100-10-56050	26.06
Reliant	111031091835	11/19/2020	12811365 310 CHESTNUT	100-15-56050	120.62
Reliant	111031091835	11/19/2020	128111388 113 W MAIN	100-20-56050	26.06
Reliant	111031091835	11/19/2020	12813945	100-30-56050	285.25
Reliant	111031091835	11/19/2020	13182674 199 S BOIS D ARC	100-30-56050	13.47
Reliant	111031091835	11/19/2020	128111388 113 W MAIN	100-30-56050	26.08

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Reliant	111031091835	11/19/2020	12813946 FIRE DEPT	100-35-56050	254.33
Reliant	111031091835	11/19/2020	128111388 113 W MAIN	100-35-56050	26.08
Reliant	111031091835	11/19/2020	13458999 LED 0-55	100-46-56050	729.96
Reliant	111031091835	11/19/2020	12730325 STREET LIGHT 5	100-46-56050	998.46
Reliant	111031091835	11/19/2020	12730330 STREET LIGHT 1 CO	100-46-56050	1,918.29
Reliant	111031091835	11/19/2020	13459000 LED 0-55	100-46-56050	314.83
Reliant	111031091835	11/19/2020	12730327 STREET LIGHT 3	100-46-56050	209.95
Reliant	111031091835	11/19/2020	12730328 STREET LIGHT 2	100-46-56050	20.31
Reliant	111031091835	11/19/2020	12802100 310 CHESTNUT	100-46-56050	43.37
Reliant	111031091835	11/19/2020	15472060 LED -141-180	100-46-56050	64.25
Reliant	111031091835	11/19/2020	12730324 STREET LIGHT 4	100-46-56050	718.41
Reliant	111031091835	11/19/2020	12811368 304 S BOIS D ARC	100-46-56050	101.73
Reliant	111031091835	11/19/2020	12730326 STREET LIGHT 6	100-46-56050	144.63
Reliant	111031091835	11/19/2020	14934433 337 PENNSYLVANIA	100-60-56050	142.91
Reliant	111031091835	11/19/2020	12734266 OFF CHESTNUT	100-60-56050	386.04
Reliant	111031091835	11/19/2020	14934432 1011 PENNSYLVANI	100-60-56050	705.71
Reliant	111031091835	11/19/2020	13182676 301 WYOMING	100-60-56050	47.49
Reliant	111031091835	11/19/2020	12813947 304 W MAIN	100-60-56050	10.65
Reliant	111031091835	11/19/2020	12811365 310 CHESTNUT	100-64-56050	120.63
Reliant	111031091835	11/19/2020	128111388 113 W MAIN	100-64-56050	26.07
Reliant	111031091835	11/19/2020	12811363 255 W MAIN	100-99-56425	54.92
Adobe Systems Incorporated	1296700505	11/19/2020	10/24/2020 - 10/23/2021	100-10-53200	222.31
Adobe Systems Incorporated	1296700505	11/19/2020	10/24/2020 - 10/23/2021	100-20-53200	222.31
Adobe Systems Incorporated	1296700505	11/19/2020	10/24/2020 - 10/23/2021	100-30-53200	222.31
Adobe Systems Incorporated	1296700505	11/19/2020	10/24/2020 - 10/23/2021	100-32-53200	222.31
Adobe Systems Incorporated	1296700505	11/19/2020	10/24/2020 - 10/23/2021	100-35-53200	222.31
Adobe Systems Incorporated	1296700505	11/19/2020	10/24/2020 - 10/23/2021	100-64-53200	222.15
WEX BANK - ExxonMobil Fleet	68601703	11/19/2020	FUEL- ADMIN	100-10-52450	90.74
WEX BANK - ExxonMobil Fleet	68601703	11/19/2020	FUEL	100-30-52450	-18.47
WEX BANK - ExxonMobil Fleet	68601703	11/19/2020	FUEL POLICE DEPT	100-30-52450	1,511.88
WEX BANK - ExxonMobil Fleet	68601703	11/19/2020	FUEL CODE COMPLIANCE	100-32-52450	2.00
WEX BANK - ExxonMobil Fleet	68601703	11/19/2020	FUEL FIRE DEPT	100-35-52450	282.69
WEX BANK - ExxonMobil Fleet	68601703	11/19/2020	FUEL PARKS	100-60-52450	142.11
Sound & Video Solutions	7126	11/19/2020	MEETING AUDIO	100-99-54200	93.75
Eager Beaver Tree Service	943108	11/19/2020	LITTLE PARK	100-60-54200	2,075.00
Verizon Wireless	9866170408	11/19/2020	903-638-4238 ADMIN CS IPAD	100-10-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-263-1621 ADMIN CM IPA	100-10-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-368-0196 ADMIN CM PH	100-10-56700	40.21
Verizon Wireless	9866170408	11/19/2020	903-368-4881 COUNCIL IPAD	100-12-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-368-4916 COUNCIL IPAD	100-12-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-368-4841 COUNCIL IPAD	100-12-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-368-4887 COUNCIL IPAD	100-12-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-368-4912 COUNCIL IPAD	100-12-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-368-4883 COUNCIL IPAD	100-12-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-497-7100 UNIT # 106	100-30-56700	-34.31
Verizon Wireless	9866170408	11/19/2020	903-497-6013 UNIT # 750	100-30-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-497-6018 UNIT # 108	100-30-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-497-6147 UNIT # 105	100-30-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-497-7121 UNIT # 203	100-30-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-497-7110 UNIT # 107	100-30-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-497-7315 UNIT # 106	100-30-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-638-1001 UNIT # 204	100-30-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-638-4241 POLICE ADMIN	100-30-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-368-5502 UNIT # 201	100-30-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-245-3520 POLICE	100-30-56700	30.10
Verizon Wireless	9866170408	11/19/2020	903-368-5495 UNIT # 202	100-30-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-569-4075 FIRE MARSHAL	100-32-56700	40.21
Verizon Wireless	9866170408	11/19/2020	903-368-4850 FIRE MARSHAL	100-32-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-638-1289 PARKS # 2	100-60-56700	23.11
Verizon Wireless	9866170408	11/19/2020	903-638-1005 PARKS # 1	100-60-56700	23.11

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
City of Van Economic Develop	INV0003855	11/19/2020	NOVEMBER 2020	100-99-60100	20,817.72
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	100-10-53200	117.99
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	100-12-53200	117.83
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	100-15-53200	117.83
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	100-20-53200	117.83
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	100-30-53200	117.99
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	100-32-53200	117.83
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	100-35-53200	117.83
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	100-46-53200	117.83
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	100-60-53200	117.83
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	100-64-53200	117.83
FR of Texas	INV0003859	11/19/2020	UNIFORMS	100-30-56010	70.00
FR of Texas	INV0003859	11/19/2020	UNIFORMS	100-32-56010	84.00
FR of Texas	INV0003859	11/19/2020	UNIFORMS	100-35-56010	89.00
Deer Oaks EAP Services LLC	PCOV20-11	11/19/2020	NOV EAP SERVICE	100-10-51500	4.11
Deer Oaks EAP Services LLC	PCOV20-11	11/19/2020	NOV EAP SERVICE	100-20-51500	1.37
Deer Oaks EAP Services LLC	PCOV20-11	11/19/2020	NOV EAP SERVICE	100-30-51500	13.70
Deer Oaks EAP Services LLC	PCOV20-11	11/19/2020	NOV EAP SERVICE	100-60-51500	1.37
Deer Oaks EAP Services LLC	PCOV20-11	11/19/2020	NOV EAP SERVICE	100-64-51500	1.37
City of Van	INV0003873	11/23/2020	REI PAYROLL G F PPE 11/20/2	100-22900	38,569.70
James M. Renfro	3068	11/25/2020	PARKS	100-60-54200	70.00
Randy Bowles	INV0003874	11/25/2020	SUPPLIES K-9	100-30-52500	43.99
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	100-10-56050	3.15
Centerpoint Energy	INV0003875	11/25/2020	2869657-3 COMM CENTER	100-15-56050	38.53
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	100-15-56050	3.15
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	100-20-56050	3.15
Centerpoint Energy	INV0003875	11/25/2020	2868820-8 POLICE DEPT	100-30-56050	46.34
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	100-30-56050	3.15
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	100-32-56050	3.15
Centerpoint Energy	INV0003875	11/25/2020	2868803-4 FIRE DEPT	100-35-56050	42.13
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	100-35-56050	3.15
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	100-46-56050	3.15
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	100-60-56050	3.15
Centerpoint Energy	INV0003875	11/25/2020	6401930091-8 PARK	100-60-56050	39.16
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	100-64-56050	3.15
Allianz	INV0003876	11/25/2020	DUNCAN, GEDDIE JR, HILLIAR	100-35-51500	180.00
Interface Security Systems, LL	INV0003877	11/25/2020	MAINTENANCE SERVICES	100-99-53990	122.20
JAY MILLS	INV0003878	11/25/2020	PRE- TRIALS	100-20-53610	200.00
Axon Enterprise, Inc	SI-1697001	11/25/2020	TASER 60 4 PAYMENT	100-30-57200	4,368.00
Fund 100 - General Fund Total:					198,276.25

Fund: 110 - Economic Development Fund

Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	110-11-56700	43.01
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	110-11-56705	48.12
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	110-11-56050	3.15
Fund 110 - Economic Development Fund Total:					94.28

Fund: 415 - Capital Projects

MHS Planning & Design, LLC	INV0003818	11/05/2020	PROJECT # 19-020	415-99-53610	3,963.17
Terracon Consultants, Inc.	TE37645	11/05/2020	MCMIALLAN PARK	415-99-53610	2,512.75
KSA	INV0003856	11/19/2020	EAST LIFT STATION	415-99-57135	16,575.00
Garrett & Associates General	INV0003860	11/19/2020	MCMILLAN PARK	415-99-57132	126,121.05
Fund 415 - Capital Projects Total:					149,171.97

Fund: 500 - Water / Wastewater Fund

City of Van	INV0003807	11/02/2020	REI PAYROLL FOR LONGEVITY	500-22900	7,841.23
Texas Commission on Environ	23001941	11/05/2020	PERMIT 0010376001 ACCT # 2	500-40-56400	3,174.05
East Texas Ice Machines	1602	11/05/2020	ICE MACHINE	500-40-57200	87.50
Brynda Pool	185968	11/05/2020	CLEANING -WATER	500-99-53810	390.00
FR of Texas	398029	11/05/2020	UNIFORMS	500-40-56010	110.00
Odessa Pumps and Equipmen	642313	11/05/2020	WWTP	500-45-54510	2,250.00
Texas Cell Net Inc.	66434	11/05/2020	PUBLIC WORKS	500-10-56705	24.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Texas Cell Net Inc.	66434	11/05/2020	PUBLIC WORKS	500-40-56705	24.99
Texas Cell Net Inc.	66434	11/05/2020	PUBLIC WORKS	500-45-56705	24.98
Ana-Lab	A0501873	11/05/2020	LABS FOR OCTOBER	500-40-56400	100.00
Ana-Lab	A0501873	11/05/2020	LABS FOR OCTOBER	500-45-56400	744.00
Dataprose LLC	DP2003687	11/05/2020	BILL PERIOD 10/1/2020 - 10/3	500-10-56550	1,410.50
Underground Utility Supply	INV0003817	11/05/2020	SUPPLIES	500-40-54420	661.28
Underground Utility Supply	INV0003817	11/05/2020	SUPPLIES	500-40-54650	1,600.00
Underground Utility Supply	INV0003817	11/05/2020	SUPPLIES	500-40-54650	522.00
Crow-Burlingame	INV0003820	11/05/2020	VEHICLE MAINT	500-40-54250	7.06
Johnson Lab & Supply Inc.	INV0003822	11/05/2020	235467-000	500-40-52950	520.38
Johnson Lab & Supply Inc.	INV0003822	11/05/2020	235059-000	500-40-52950	160.00
Johnson Lab & Supply Inc.	INV0003822	11/05/2020	235467-000	500-45-52950	520.38
Johnson Lab & Supply Inc.	INV0003822	11/05/2020	235059-000	500-45-52950	60.00
Matheson Tri-Gas Inc	INV0003823	11/05/2020	SUPPLIES	500-40-52500	58.51
Matheson Tri-Gas Inc	INV0003823	11/05/2020	SUPPLIES	500-45-52500	58.52
UniFirst Corp. Attention: Acco	INV0003824	11/05/2020	8260929216	500-40-56010	78.30
UniFirst Corp. Attention: Acco	INV0003824	11/05/2020	8261122801	500-40-56010	83.14
UniFirst Corp. Attention: Acco	INV0003824	11/05/2020	8261123870	500-40-56010	86.99
UniFirst Corp. Attention: Acco	INV0003824	11/05/2020	8261124960	500-40-56010	86.99
Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	500-10-56700	43.01
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	500-10-56705	48.06
Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	500-40-56700	43.06
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	500-40-56705	48.06
Peoples Telephone Cooperativ	INV0003827	11/05/2020	TELEPHONE	500-45-56700	42.99
Peoples Telephone Cooperativ	INV0003827	11/05/2020	INTERNET SERVICE	500-45-56705	48.10
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	500-40-52450	187.23
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	500-40-52500	14.48
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	500-45-52500	14.48
Goode's Texaco	INV0003828	11/05/2020	VEHICLE MAINT	500-45-54350	7.00
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	500-10-53200	34.09
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	500-10-56100	150.00
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	500-40-53200	34.09
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	500-40-56100	150.00
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	500-45-53200	34.07
Tyler Technologies, Inc.	INV0003829	11/05/2020	IMPLEMENTATION	500-45-56100	150.00
City of Van	INV0003843	11/09/2020	REI PAYROLL W S PPE 11/6/2	500-22900	19,653.10
Pitney Bowes Reserve Accoun	1016734009	11/12/2020	Ink for postage machine	500-10-56550	30.24
Usa Bluebook	402265	11/12/2020	SUPPLIES	500-40-54420	231.00
Usa Bluebook	402265	11/12/2020	SUPPLIES	500-40-54420	200.00
Usa Bluebook	402265	11/12/2020	SUPPLIES	500-40-56550	5.49
Usa Bluebook	402265	11/12/2020	SUPPLIES	500-45-54510	74.85
Usa Bluebook	402265	11/12/2020	SUPPLIES	500-45-54510	15.55
Usa Bluebook	402265	11/12/2020	SUPPLIES	500-45-56550	5.49
Advantage Safety	6129	11/12/2020	ANNUA FIRE EXTINGUISH INS	500-99-54200	276.87
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	500-10-56650	11.33
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	500-40-56650	11.32
Xerox Corporation	INV0003844	11/12/2020	3TX-389176	500-45-56650	11.30
CORE & MAIN	INV0003845	11/12/2020	SUPPLIES	500-40-54420	665.28
CORE & MAIN	INV0003845	11/12/2020	SUPPLIES	500-40-57120	100.00
CORE & MAIN	INV0003845	11/12/2020	SUPPLIES	500-45-54500	574.70
CORE & MAIN	INV0003845	11/12/2020	SUPPLIES	500-45-54500	71.28
Ricky G's Auto Repair	INV0003847	11/12/2020	VEHICLE MAINT	500-40-54350	586.98
Pennys Kwik Lube	INV0003849	11/12/2020	VEHICLE MAINT	500-40-54350	7.00
Brookshires	INV0003853	11/17/2020	EMPLOYEE - THANKSGIVING	500-99-56060	356.40
Global/Open Edge	INV0003854	11/18/2020	CREDIT CARDS	500-10-60885	609.48
Global/Open Edge	INV0003854	11/18/2020	CRDEIT CARDS	500-10-60885	122.26
Goodyear	015-1179525	11/19/2020	Tire for 2017 F250	500-10-54350	140.25
Reliant	111031091835	11/19/2020	13182673 642 S BOIS D ARC	500-40-56050	25.18
Reliant	111031091835	11/19/2020	128111388 113 W MAIN	500-40-56050	26.08
Reliant	111031091835	11/19/2020	12813941 800 E PENNSYLV	500-40-56050	1,220.91

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Reliant	111031091835	11/19/2020	12813942 237 WAYNES ALL	500-40-56050	18.26
Reliant	111031091835	11/19/2020	15573664 642 S BOIS D ARC	500-40-56050	117.38
Reliant	111031091835	11/19/2020	12813943 283 E PENNSYLV	500-40-56050	8.22
Reliant	111031091835	11/19/2020	12802061 -153 REDBUD PUM	500-40-56050	8.67
Reliant	111031091835	11/19/2020	12731040 CHESTNUT	500-40-56050	62.46
Reliant	111031091835	11/19/2020	12811387 902 PARK ROW	500-45-56050	2,653.48
Reliant	111031091835	11/19/2020	12813944 881 E MAIN	500-45-56050	325.60
Reliant	111031091835	11/19/2020	12811369 9615 FM SEWR	500-45-56050	12.95
Reliant	111031091835	11/19/2020	12811364 OFF HICKORY	500-45-56050	8.74
Reliant	111031091835	11/19/2020	12811366 311 CHESTNUT SE	500-45-56050	8.22
Adobe Systems Incorporated	1296700505	11/19/2020	10/24/2020 - 10/23/2021	500-40-53200	221.98
Cure Information Services	2002	11/19/2020	GIS	500-10-53610	125.00
Cure Information Services	2002	11/19/2020	GIS	500-10-56100	125.00
Cure Information Services	2002	11/19/2020	GIS	500-40-53610	125.00
Cure Information Services	2002	11/19/2020	GIS	500-40-56100	125.00
Cure Information Services	2002	11/19/2020	GIS	500-45-53610	125.00
Cure Information Services	2002	11/19/2020	GIS	500-45-56100	125.00
Bloc Design Build	4349	11/19/2020	WWTP	500-45-54510	360.50
WEX BANK - ExxonMobil Fleet	68601703	11/19/2020	FUEL WATER DEPT	500-40-52450	695.81
WEX BANK - ExxonMobil Fleet	68601703	11/19/2020	FUEL WASTE WATER	500-45-52450	7.64
Sound & Video Solutions	7126	11/19/2020	MEETING AUDIO	500-99-54200	93.75
Verizon Wireless	9866170408	11/19/2020	903-368-4872 PW GIS IPAD	500-10-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-574-5543 PW ADMIN	500-10-56700	40.21
Verizon Wireless	9866170408	11/19/2020	903-638-4239 PW ADMIN IPA	500-10-56700	37.99
Verizon Wireless	9866170408	11/19/2020	903-574-4646 PUBLIC WORKS	500-40-56700	40.21
Verizon Wireless	9866170408	11/19/2020	903-368-4134 WATER #3	500-40-56700	23.11
Verizon Wireless	9866170408	11/19/2020	903-574-5539 PUBLIC WORKS	500-40-56700	23.11
Verizon Wireless	9866170408	11/19/2020	903-638-9517 WATER IPAD	500-40-56700	17.00
Verizon Wireless	9866170408	11/19/2020	903-638-5522 WATER IPAD	500-40-56700	17.00
Verizon Wireless	9866170408	11/19/2020	903-574-5541 PUBLIC WORKS	500-40-56700	23.11
Verizon Wireless	9866170408	11/19/2020	903-638-5106 WATER IPAD	500-40-56700	17.00
Verizon Wireless	9866170408	11/19/2020	903-638-1146 WATER IPAD	500-40-56700	17.00
Verizon Wireless	9866170408	11/19/2020	903-638-1190 WATER IPAD	500-40-56700	17.00
Verizon Wireless	9866170408	11/19/2020	903-574-5542 WASTEWATER	500-45-56700	23.11
Verizon Wireless	9866170408	11/19/2020	903-368-4817 WASTEWATER	500-45-56700	23.11
KSA	INV0003856	11/19/2020	WASTEWATER TREATMENT PL	500-45-56400	1,085.00
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	500-10-53200	117.83
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	500-40-53200	117.99
Tyler Technologies, Inc.	INV0003857	11/19/2020	COMPUTER SOFTWARE	500-45-53200	117.86
Frontier Communications	INV0003858	11/19/2020	903-963-1423-110602-5 WEL	500-40-56700	66.93
Frontier Communications	INV0003858	11/19/2020	210-188-1570-102104-5 106	500-40-56700	147.00
Frontier Communications	INV0003858	11/19/2020	210-030-2702-050214-5 WEL	500-40-56700	103.02
Frontier Communications	INV0003858	11/19/2020	903-963-3256-010165-5- GRO	500-40-56700	188.31
Deer Oaks EAP Services LLC	PCOV20-11	11/19/2020	NOV EAP SERVICE	500-10-51500	2.74
Deer Oaks EAP Services LLC	PCOV20-11	11/19/2020	NOV EAP SERVICE	500-40-51500	6.85
Deer Oaks EAP Services LLC	PCOV20-11	11/19/2020	NOV EAP SERVICE	500-45-51500	2.74
City of Van	INV0003873	11/23/2020	REI PAYROLL W S PPE 11/20/	500-22900	18,959.66
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	500-10-56050	3.15
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	500-40-56050	3.15
Centerpoint Energy	INV0003875	11/25/2020	6400233473-4 CITY HALL	500-45-56050	3.13
Interface Security Systems, LL	INV0003877	11/25/2020	MAINTENANCE SERVICES	500-99-53990	122.20
Fund 500 - Water / Wastewater Fund Total:					73,525.01
Grand Total:					421,067.51

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - General Fund	198,276.25	198,276.25
110 - Economic Development Fund	94.28	94.28
415 - Capital Projects	149,171.97	149,171.97
500 - Water / Wastewater Fund	73,525.01	73,525.01
Grand Total:	421,067.51	421,067.51

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-10-51500	Benefits-Health, Dental,	4.11	4.11
100-10-52450	Fuel	90.74	90.74
100-10-53200	Computer Software & Eq	374.42	374.42
100-10-53610	Professional Services or	350.00	350.00
100-10-56000	Dues and Subscriptions	60.00	60.00
100-10-56050	Utilities	75.72	75.72
100-10-56100	Training/Education	150.00	150.00
100-10-56550	Postage	30.22	30.22
100-10-56650	Copier Lease	11.32	11.32
100-10-56700	Telephone / Cellular Ser	219.25	219.25
100-10-56705	Internet Service	48.12	48.12
100-10-60885	Credit Card Payment Pro	81.30	81.30
100-12-51901	City Council Stipend	300.00	300.00
100-12-53200	Computer Software & Eq	151.92	151.92
100-12-56100	Training/Education	150.00	150.00
100-12-56650	Copier Lease	11.33	11.33
100-12-56700	Telephone / Cellular Ser	270.95	270.95
100-12-56705	Internet Service	48.12	48.12
100-15-53200	Computer Software & Eq	151.92	151.92
100-15-56050	Utilities	162.30	162.30
100-15-56650	Copier Lease	11.32	11.32
100-15-56700	Telephone / Cellular Ser	43.01	43.01
100-15-56705	Internet Service	48.06	48.06
100-15-57200	Equipment	50.00	50.00
100-20-51500	Benefits-Health, Dental,	1.37	1.37
100-20-53200	Computer Software & Eq	374.23	374.23
100-20-53610	Professional Services or	200.00	200.00
100-20-56050	Utilities	29.21	29.21
100-20-56100	Training/Education	150.00	150.00
100-20-56550	Postage	30.24	30.24
100-20-56650	Copier Lease	11.32	11.32
100-20-56700	Telephone / Cellular Ser	43.01	43.01
100-20-56705	Internet Service	48.06	48.06
100-20920	Sales Tax Payable - Garb	2,479.37	2,479.37
100-22900	DUE TO PAYROLL	86,227.44	86,227.44
100-30-51500	Benefits-Health, Dental,	13.70	13.70
100-30-52450	Fuel	1,493.41	1,493.41
100-30-52500	Supplies	43.99	43.99
100-30-53200	Computer Software & Eq	374.39	374.39
100-30-53350	Animal Control	30.00	30.00
100-30-53610	Professional Services or	100.00	100.00
100-30-54350	Vehicle – Maint & Repair	393.31	393.31
100-30-56010	Uniform & Clothing	70.00	70.00
100-30-56050	Utilities	374.29	374.29
100-30-56100	Training/Education	150.00	150.00
100-30-56550	Postage	30.24	30.24
100-30-56650	Copier Lease	156.04	156.04
100-30-56700	Telephone / Cellular Ser	478.75	478.75
100-30-56705	Internet Service	48.06	48.06

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-30-57200	Equipment	4,368.00	4,368.00
100-30-57580	Communication Radios	175.00	175.00
100-32-52450	Fuel	2.00	2.00
100-32-53200	Computer Software & Eq	374.23	374.23
100-32-56010	Uniform & Clothing	84.00	84.00
100-32-56050	Utilities	3.15	3.15
100-32-56100	Training/Education	150.00	150.00
100-32-56650	Copier Lease	11.32	11.32
100-32-56700	Telephone / Cellular Ser	121.21	121.21
100-32-56705	Internet Service	48.06	48.06
100-35-51500	Benefits-Health, Dental,	180.00	180.00
100-35-52450	Fuel	282.69	282.69
100-35-53200	Computer Software & Eq	374.23	374.23
100-35-54350	Vehicle – Maint & Repair	16.48	16.48
100-35-56010	Uniform & Clothing	89.00	89.00
100-35-56050	Utilities	325.69	325.69
100-35-56100	Training/Education	150.00	150.00
100-35-56550	Postage	30.24	30.24
100-35-56650	Copier Lease	11.32	11.32
100-35-56700	Telephone / Cellular Ser	43.01	43.01
100-35-56705	Internet Service	48.06	48.06
100-46-52450	Fuel	314.80	314.80
100-46-52500	Supplies	73.01	73.01
100-46-52950	Chemicals	345.85	345.85
100-46-53200	Computer Software & Eq	117.83	117.83
100-46-54350	Vehicle – Maint & Repair	153.08	153.08
100-46-56050	Utilities	5,267.34	5,267.34
100-46-56650	Copier Lease	11.32	11.32
100-46-59300	Street Culverts	375.00	375.00
100-46-59305	Street / Road Project	14,360.00	14,360.00
100-60-51500	Benefits-Health, Dental,	1.37	1.37
100-60-52450	Fuel	236.38	236.38
100-60-52500	Supplies	14.46	14.46
100-60-52950	Chemicals	399.82	399.82
100-60-53200	Computer Software & Eq	117.83	117.83
100-60-54200	Building & Grounds Mai	2,145.00	2,145.00
100-60-54250	Equipment – Maint & Re	17.20	17.20
100-60-54350	Vehicle – Maint & Repair	7.00	7.00
100-60-56050	Utilities	1,335.11	1,335.11
100-60-56650	Copier Lease	11.32	11.32
100-60-56700	Telephone / Cellular Ser	89.23	89.23
100-60-56705	Internet Service	48.06	48.06
100-60-57120	Capital Project/Equipme	1,022.00	1,022.00
100-60-57200	Equipment	87.50	87.50
100-64-51500	Benefits-Health, Dental,	1.37	1.37
100-64-53200	Computer Software & Eq	374.07	374.07
100-64-56050	Utilities	149.85	149.85
100-64-56100	Training/Education	150.00	150.00
100-64-56650	Copier Lease	147.43	147.43
100-64-56700	Telephone / Cellular Ser	43.01	43.01
100-64-56705	Internet Service	48.06	48.06
100-64-57200	Equipment	50.00	50.00
100-99-53270	Ambulance Membership	2,765.00	2,765.00
100-99-53610	Professional Services or	250.00	250.00
100-99-53810	Janitorial Service	390.00	390.00
100-99-53990	Security Cameras / Alar	122.20	122.20
100-99-54200	Building & Grounds Mai	1,139.83	1,139.83
100-99-56060	Employee Recognition E	1,069.20	1,069.20

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-99-56420	Garbage Service Expens	21,252.56	21,252.56
100-99-56425	EDC Expense to be Reim	54.92	54.92
100-99-60100	Sales Tax Due to EDC	40,585.99	40,585.99
110-11-56050	Utilities	3.15	3.15
110-11-56700	Telephone / Cellular Ser	43.01	43.01
110-11-56705	Internet Service	48.12	48.12
415-99-53610	Professional Services or	6,475.92	6,475.92
415-99-57132	Park Improvements	126,121.05	126,121.05
415-99-57135	East Lift Station Project	16,575.00	16,575.00
500-10-51500	Benefits-Health, Dental,	2.74	2.74
500-10-53200	Computer Software & Eq	151.92	151.92
500-10-53610	Professional Services or	125.00	125.00
500-10-54350	Vehicle – Maint & Repair	140.25	140.25
500-10-56050	Utilities	3.15	3.15
500-10-56100	Training/Education	275.00	275.00
500-10-56550	Postage	1,440.74	1,440.74
500-10-56650	Copier Lease	11.33	11.33
500-10-56700	Telephone / Cellular Ser	159.20	159.20
500-10-56705	Internet Service	73.04	73.04
500-10-60885	Credit Card Payment Pro	731.74	731.74
500-22900	DUE TO PAYROLL	46,453.99	46,453.99
500-40-51500	Benefits-Health, Dental,	6.85	6.85
500-40-52450	Fuel	883.04	883.04
500-40-52500	Supplies	72.99	72.99
500-40-52950	Chemicals	680.38	680.38
500-40-53200	Computer Software & Eq	374.06	374.06
500-40-53610	Professional Services or	125.00	125.00
500-40-54250	Equipment – Maint & Re	7.06	7.06
500-40-54350	Vehicle – Maint & Repair	593.98	593.98
500-40-54420	Maint & Repairs - Distrib	1,757.56	1,757.56
500-40-54650	Maint & Repairs - Meter	2,122.00	2,122.00
500-40-56010	Uniform & Clothing	445.42	445.42
500-40-56050	Utilities	1,490.31	1,490.31
500-40-56100	Training/Education	275.00	275.00
500-40-56400	Permits, License and Lab	3,274.05	3,274.05
500-40-56550	Postage	5.49	5.49
500-40-56650	Copier Lease	11.32	11.32
500-40-56700	Telephone / Cellular Ser	742.86	742.86
500-40-56705	Internet Service	73.05	73.05
500-40-57120	Capital Project/Equipme	100.00	100.00
500-40-57200	Equipment	87.50	87.50
500-45-51500	Benefits-Health, Dental,	2.74	2.74
500-45-52450	Fuel	7.64	7.64
500-45-52500	Supplies	73.00	73.00
500-45-52950	Chemicals	580.38	580.38
500-45-53200	Computer Software & Eq	151.93	151.93
500-45-53610	Professional Services or	125.00	125.00
500-45-54350	Vehicle – Maint & Repair	7.00	7.00
500-45-54500	Maint & Repairs - Sewer	645.98	645.98
500-45-54510	Maint & Repairs - WWTP	2,700.90	2,700.90
500-45-56050	Utilities	3,012.12	3,012.12
500-45-56100	Training/Education	275.00	275.00
500-45-56400	Permits, License and Lab	1,829.00	1,829.00
500-45-56550	Postage	5.49	5.49
500-45-56650	Copier Lease	11.30	11.30
500-45-56700	Telephone / Cellular Ser	89.21	89.21
500-45-56705	Internet Service	73.08	73.08
500-99-53810	Janitorial Service	390.00	390.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
500-99-53990	Security Cameras / Alar	122.20	122.20
500-99-54200	Building & Grounds Mai	370.62	370.62
500-99-56060	Employee Recognition E	356.40	356.40
	Grand Total:	421,067.51	421,067.51

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	421,067.51	421,067.51
Grand Total:	421,067.51	421,067.51

CITY COUNCIL REPORT

Van Police Summary Report October 2020

REPORTS.....	40
{Number does not include supplemental reports or follow-up reports}	
TOTAL CALLS FOR SERVICE.....	139
ARRESTS.....	7
DRUG PARAPHERNALIA POSSESSION.....	2
DRUG ARRESTS.....	0
CITATIONS.....	116
TRAFFIC CONTACTS.....	259
ACCIDENTS.....	8

VEHICLES- #106, #107, #108, #750, #201, #202, #203, #204, #205

MILES DRIVEN.....	# 106 :	1,131 {Current 158,686}
	# 107 :	724 {Current 164,692}
	# 108 :	946 {Current 125,078}
	# 750 :	416 {Current 75,707}
	# 201 :	848 {Current 45,554}
	# 202 :	417 {Current 38,623}
	# 203 :	1,568 {Current 38,669}
	# 204K9:	296 {Current 8,759}
	# 205 :	1,416 {Current 13,440}

Additional Info:

The Police Department Reserve Officers {Duke and Shadbolt} logged a total of 38.25 hours volunteering to serve the citizens of Van during this November 2020.

Officer Bowles and K9 Officer Rudy have begun normal patrol duties.

Animal Calls: 10

Dogs - 10

One dog was transported to the Canton Animal Shelter this month. Three other dogs were released to their owner(s). Five citations were issued for City Ordinance Violations.

The police department's Facebook page continues to be an asset for disseminating information to the public.

Nov-20

Officer	Shift	# Wk Days	Call for Service	Reports	Citations	Warnings	Arrests	PCS	Drug Para	AVG DAILY ACTIVITY
Carlsen	Days	14	31	8	16	5	2	0	0	4.4
Geddie	Nights	11	8	1	0	1	0	0	0	0.9
Doering	Nights	12	23	2	4	6	0	0	0	2.9
Hemphill	Nights	14	21	10	9	67	6	0	1	8.1
Rodriguez	Nights	16	27	2	12	22	0	0	0	3.9
McKee	Days	10	11	2	5	15	0	0	0	3.3
Bowles	Nights	11	7	4	8	2	3	0	1	2.3
JR Smith	Days	16	11	6	32	11	0	0	0	3.8
OFFICER TOTALS		104	139	35	86	129	11	0	2	29.7
Dept. Totals			139	41	116	143	5	0	2	



City of Van

Public Works Report

December 10, 2020

Council Meeting

Staff:

Kevin Johnson

Mark Jackson

Earl Brown

Jose Guerrero

Jeff Green

Trent Pamplin

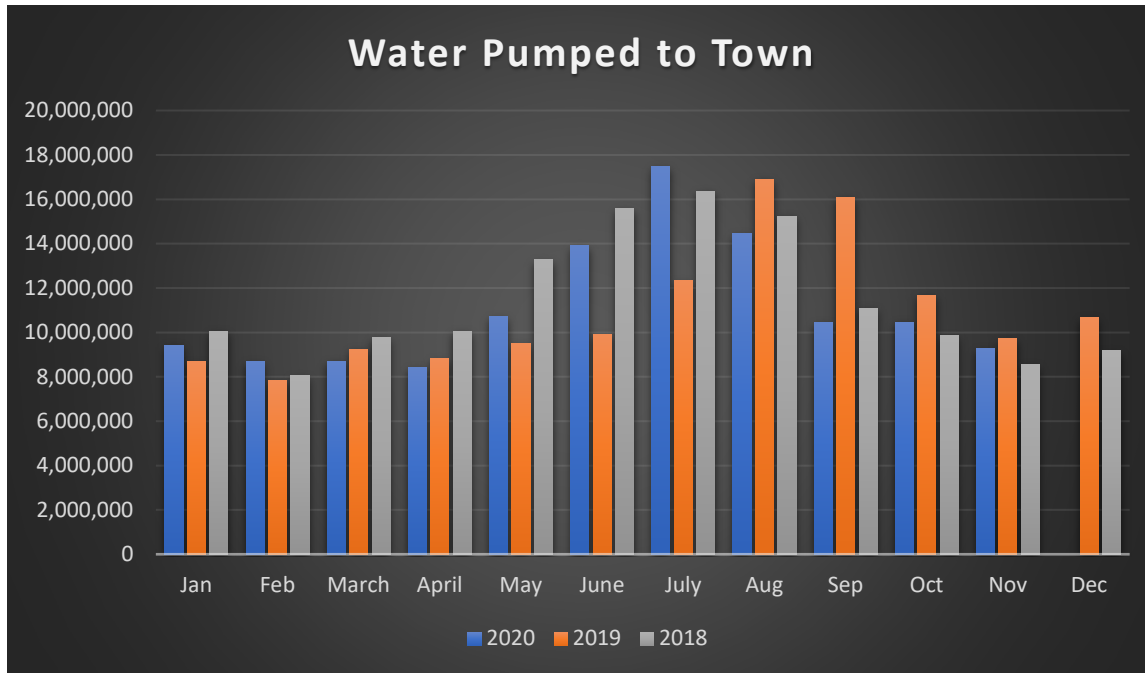
Marcos Orozco

Tommy Smith

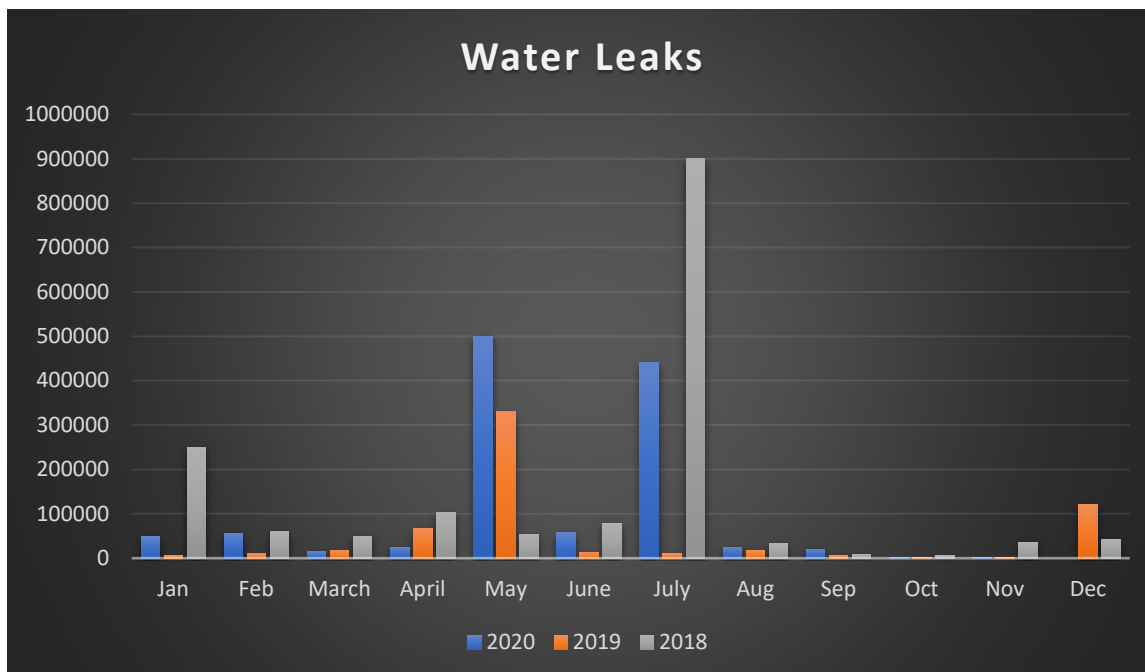
Heraclio Vela

Water

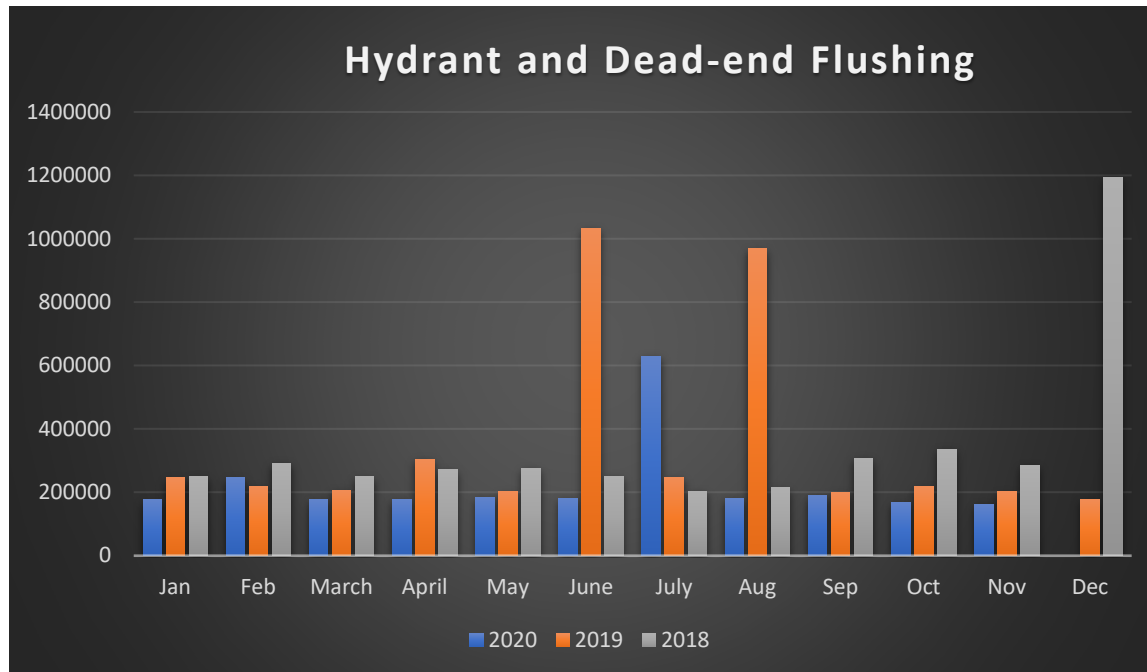
Water Pumped to Town 9,268,000



Leaks 2,500



Flushing 162,375



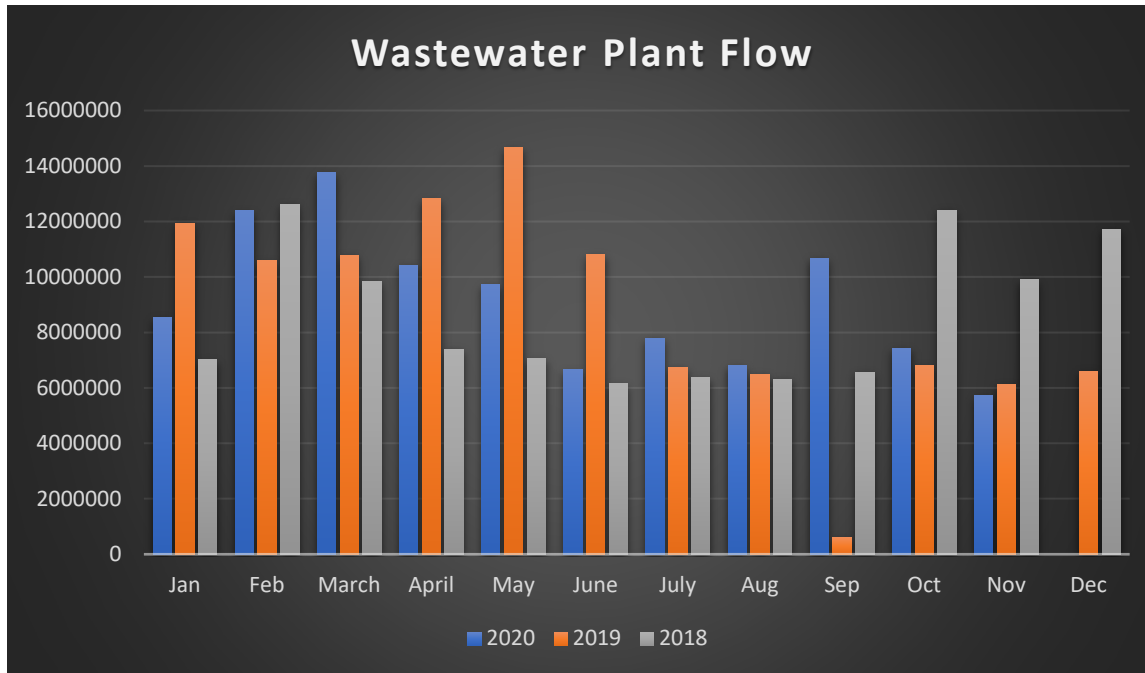
- We continue to conduct the monthly flushing program which is required by Texas Commission on Environmental Quality (TCEQ). The program requires staff to flush each dead-end mainlines once a month to ensure the quality of the drinking water and maintain the free chlorine residual in the water.

Leak Report

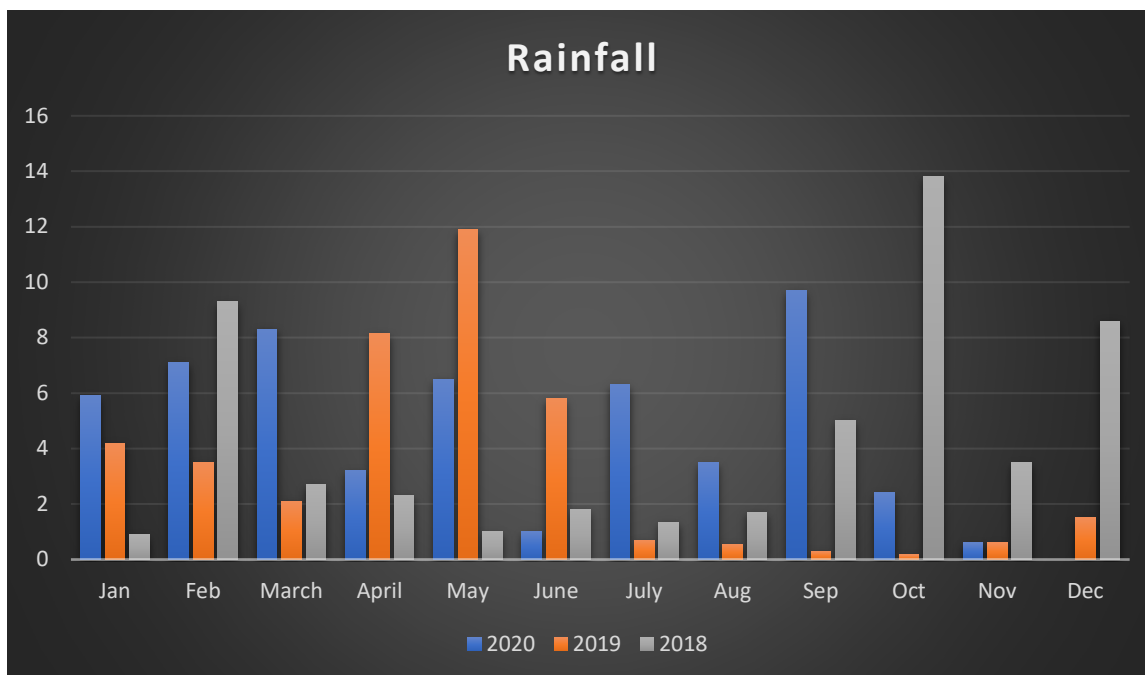
- We had 1 leaks this month.
- PVT RD 8524

Wastewater

Wastewater Plant Flow **5,717,000**



Rainfall **0.6"**



Vehicles

	Mileage	Vehicle	Mileage
W-1 2010 F-150	96044	S-1 2004 F-350	44123
W-2 2013 GMC 1500	65630	S-2 2010 Chev 1500	88596
W-7 2016 F-250	63921	S-6 2004 Chev 6500	26,125
W-16 2020 F-350	703	S-11 2016 F150	62502
W-17 2017 F-250	55521	S-12 2007 GMC 1500	76656

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

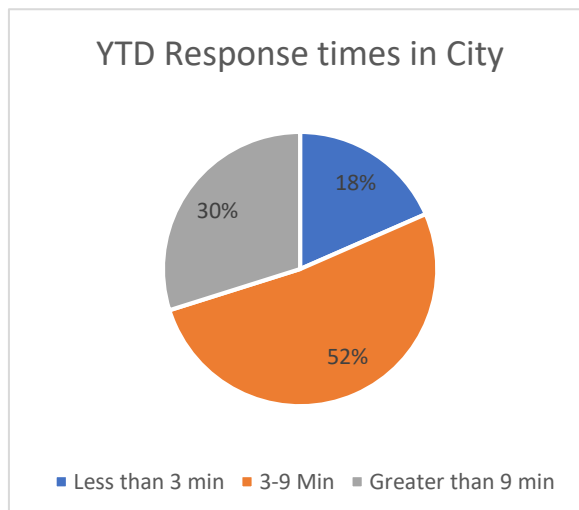
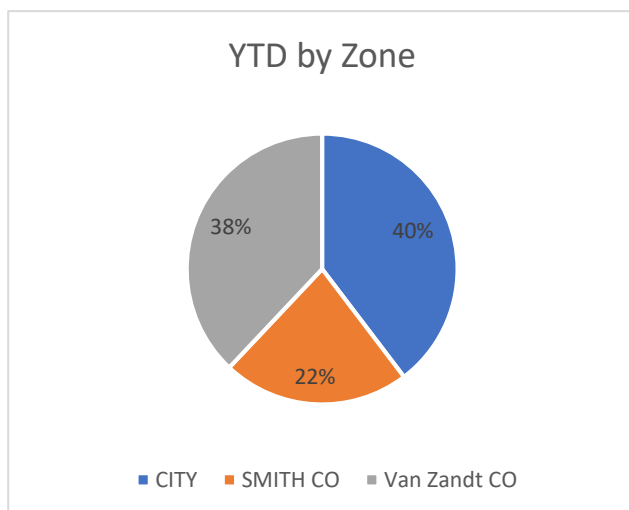
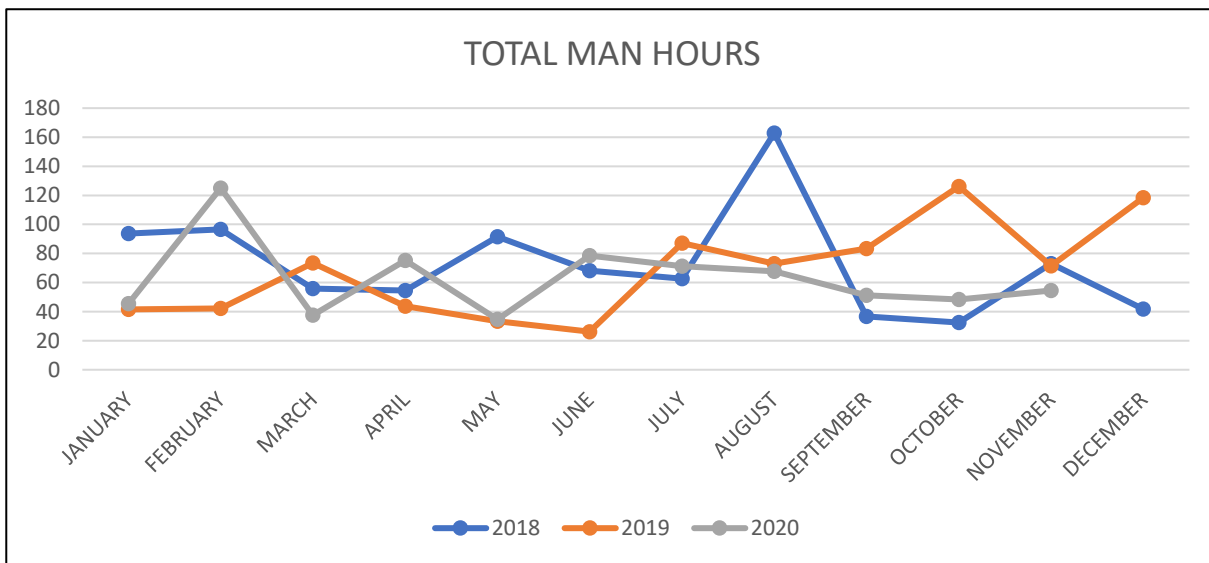
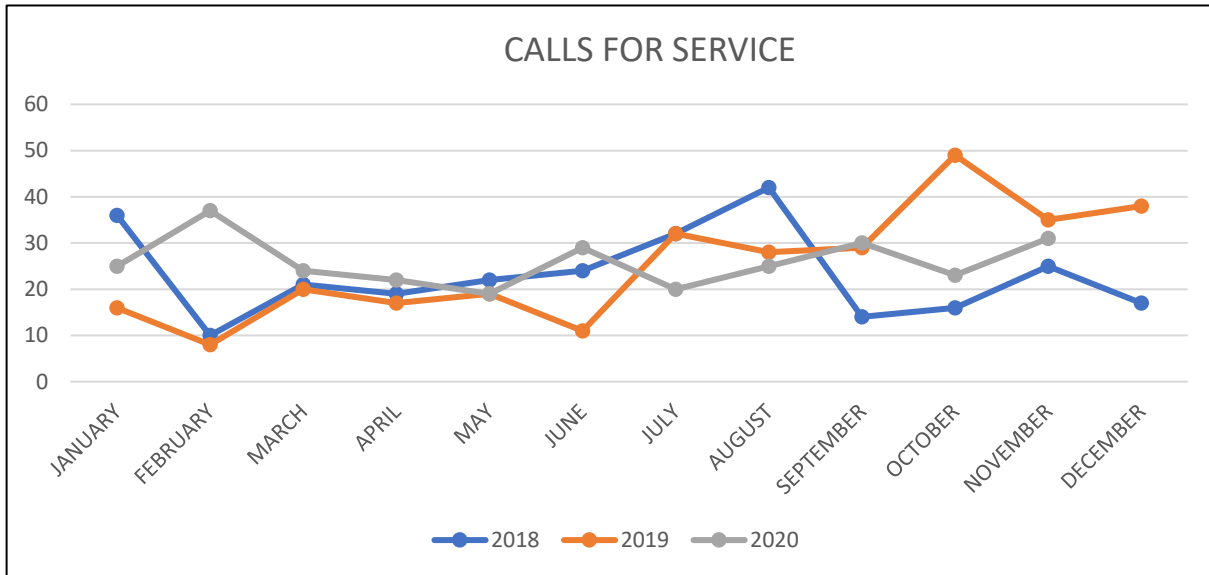
CITY OF VAN FIRE DEPARTMENT MONTHLY REPORT

FY 2020-2021

	TOTAL CALLS FOR SERVICE	RESPONSES WITHIN CITY		RESPONSES IN V.Z. COUNTY		RESPONSES IN SMITH COUNTY		MUTUAL AID PROVIDED	MUTUAL AID RECEIVED	RESPONSE MAN HOURS	RESPONSE HOURS BY DAY STAFF	TRAINING HOURS	FIRE	RESCUE & EMS	OTHER
OCTOBER	23	7	30%	8	35%	8	35%	3	1	51.94	6.76	12	2	12	9
NOVEMBER	31	12	39%	14	45%	5	16%	4	1	54.6	20.59	4	10	16	5
DECEMBER															
JANUARY															
FEBRUARY															
MARCH															
APRIL															
MAY															
JUNE															
JULY															
AUGUST															
SEPTEMBER															

NOTES

- 1 Booster 1 was picked up from Dana Safety and is now in service
- 2 The apparent lack of improved response times when staffing is present is caused by the increased number of medical calls we have responded to. This added volume dilutes the total. Day crew are expected to respond to all medical calls that occur during staffed hours, especially within the city limits, but after hours those responses become sporadic (*we are not a contracted first responder group with Christus EMS*).
- 3 This same increase in medical calls is responsible for the higher percentage of runs made "in town". The majority of fires, vehicle crashes, and resource intensive calls still remain outside of the city.



CITY OF VAN - NOVEMBER
CODE ENFORCEMENT MONTHLY ACTIVITY REPORT

DATE	ADDRESS	TYPE MULTIPLE ENTRIES AT A SINGLE ADDRESS REFLECT MULTIPLE VIOLATIONS	TYPE	COUNT	VERBAL WARNING	WRITTEN WARNING	CITATION	ENFORCEMENT ACTION	ACTION TAKEN	DATE CLOSED
11/30/2020	150 FIR	CODE VIOLATION CAR	FOLLOW UP	1					REMAINS OOC	
11/24/2020	170 W. OHIO (1)	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	
11/24/2020	170 W. OHIO (2)	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	
11/24/2020	200 W. OHIO (1)	CODE VIOLATION CAR	INITIAL	1	1			1	VERBAL NOTICE	
11/24/2020	200 W. OHIO (2)	CODE VIOLATION CAR	INITIAL	1	1			1	VERBAL NOTICE	
11/3/2020	207 ALABAMA	CODE VIOLATION GRASS	INITIAL	1					OBSERVATION	
11/9/2020	207 ALABAMA	CODE VIOLATION GRASS	FOLLOW UP	1					VIOLATION CLEARED	11/9/2020
11/3/2020	209 ALABAMA	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	
11/3/2020	209 ALABAMA	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	
11/5/2020	209 ALABAMA	CODE VIOLATION CAR	FOLLOW UP	1					INFORMAION GIVEN	
11/5/2020	209 ALABAMA	CODE VIOLATION CAR	FOLLOW UP	1					VIOLATION CLEARED	11/5/2020
11/9/2020	229 NEVADA	CODE VIOLATION CAR	FOLLOW UP	1					INFORMAION GIVEN	
11/2/2020	230 PR 8419	CODE VIOLATION GRASS	INITIAL	1		1		1	MAILED NOTICE	
11/2/2020	240 ALASKA (1)	CODE VIOLATION CAR	INITIAL	1					OBSERVATION	
11/30/2020	240 ALASKA (1)	CODE VIOLATION CAR	FOLLOW UP	1	1			1	VERBAL NOTICE	
11/2/2020	240 ALASKA (2)	CODE VIOLATION CAR	INITIAL	1					OBSERVATION	
11/30/2020	240 ALASKA (2)	CODE VIOLATION CAR	FOLLOW UP	1	1			1	VERBAL NOTICE	
11/30/2020	240 S. FIR	CODE VIOLATION CAR	INITIAL	1	1			1	VERBAL NOTICE	
11/3/2020	256 N. MAPLE	CODE VIOLATION CAR	INITIAL	1					INFORMAION GIVEN	
11/2/2020	267 PECAN	CODE VIOLATION CAR	INITIAL	1					OBSERVATION	
11/9/2020	280 S. OAK	CODE VIOLATION CAR	FOLLOW UP	1		1		1	NOTICE POSTED	
11/11/2020	280 S. OAK	CODE VIOLATION CAR	FOLLOW UP	1					VIOLATION CLEARED	11/11/2020
11/30/2020	290 E. KANSAS	MISC CODE VIOLATION	INITIAL	1					OBSERVATION	
11/2/2020	290 SPRUCE	CODE VIOLATION GRASS	FOLLOW UP	1					VIOLATION CLEARED	11/2/2020
11/11/2020	2900 I-20	CODE VIOLATION CAR	FOLLOW UP	1					VIOLATION CLEARED	11/11/2020
11/2/2020	300 SPRUCE	CODE VIOLATION CAR	INITIAL	1		1		1	WARNING	
11/24/2020	400 W. OHIO (1)	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	
11/24/2020	400 W. OHIO (2)	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	
11/24/2020	400 W. OHIO (3)	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	
11/2/2020	440 CHESTNUT	CODE VIOLATION GRASS	INITIAL	1		1		1	MAILED NOTICE	
11/24/2020	440 CHESTNUT	CODE VIOLATION GRASS	FOLLOW UP	1					REMAINS OOC	

CITY OF VAN - NOVEMBER
CODE ENFORCEMENT MONTHLY ACTIVITY REPORT

DATE	ADDRESS	TYPE MULTIPLE ENTRIES AT A SINGLE ADDRESS REFLECT MULTIPLE VIOLATIONS	TYPE	COUNT	VERBAL WARNING	WRITTEN WARNING	CITATION	ENFORCEMENT ACTION	ACTION TAKEN	DATE CLOSED
11/9/2020	451 PALM	CODE VIOLATION GRASS	INITIAL	1		1		1	NOTICE POSTED	
11/24/2020	451 PALM	CODE VIOLATION GRASS	FOLLOW UP	1					VIOLATION CLEARED	11/24/2020
11/2/2020	503 E. PENNSYLVANIA	CODE VIOLATION CAR	INITIAL	1		1		1	VERBAL NOTICE	
11/30/2020	503 PENNSYLVANIA	CODE VIOLATION CAR	FOLLOW UP	1					OBSERVATION	
11/2/2020	513 CHESTNUT	CODE VIOLATION CAR	INITIAL	1	1			1	WARNING	
11/30/2020	513 CHESTNUT	CODE VIOLATION CAR	FOLLOW UP	1					VIOLATION CLEARED	11/30/2020
11/2/2020	517 CHESTNUT (1)	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	
11/24/2020	517 CHESTNUT (1)	CODE VIOLATION CAR	FOLLOW UP	1					VIOLATION CLEARED	11/24/2020
11/2/2020	517 CHESTNUT (2)	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	
11/30/2020	517 CHESTNUT (2)	CODE VIOLATION CAR	FOLLOW UP	1					VIOLATION CLEARED	11/30/2020
11/30/2020	542 E. MAIN	CODE VIOLATION CAR	FOLLOW UP	1					VIOLATION CLEARED	11/30/2020
11/3/2020	545 E. PENNSYLVANIA	CODE VIOLATION CAR	INITIAL	1	1			1	VERBAL NOTICE	
11/3/2020	545 E. PENNSYLVANIA	MISC CODE VIOLATION	INITIAL	1					INFORMAION GIVEN	
11/2/2020	599 PALM	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	11/7/2020
11/9/2020	599 palm	CODE VIOLATION CAR	FOLLOW UP	1					VIOLATION CLEARED	11/7/2020
11/3/2020	603 E. PENNSYLVANIA	CODE VIOLATION GRASS	INITIAL	1	1			1	VERBAL NOTICE	11/9/2020
11/2/2020	604 PENNSYLVANIA	CITIZEN COMPLAINT	INITIAL	1					INFORMAION GIVEN	
11/17/2020	706 W. MAIN (Brookshire's)	CODE VIOLATION GRASS	INITIAL	1		1		1	NOTICE POSTED	
11/30/2020	706 W. MAIN (Brookshire's)	CODE VIOLATION GRASS	FOLLOW UP	1					VIOLATION CLEARED	11/30/2020
11/30/2020	743 E. MAIN	CODE VIOLATION CAR	FOLLOW UP	1					INFORMAION GIVEN	
11/9/2020	800 FIRST ST	CODE VIOLATION GRASS	FOLLOW UP	1		1		1	MAILED NOTICE	
11/24/2020	800 FIRST ST	CODE VIOLATION GRASS	FOLLOW UP	1					VIOLATION CLEARED	11/24/2020
11/17/2020	880 W. Main	CODE VIOLATION CAR	INITIAL	1	1			1	VERBAL NOTICE	
11/17/2020	880 W. Main	CODE VIOLATION CAR	INITIAL	1	1			1	VERBAL NOTICE	
11/17/2020	880 W. Main	CODE VIOLATION CAR	INITIAL	1	1			1	VERBAL NOTICE	
11/17/2020	930 W. MAIN	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	
11/17/2020	933 E. Main	CODE VIOLATION CAR	INITIAL	1	1			1	VERBAL NOTICE	
11/17/2020	960 W. Main	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	
11/30/2020	CHESTNUT/MAIN	CODE VIOLATION GRASS	INITIAL	1		1		1	MAILED NOTICE	
11/17/2020	E. MAIN / HICKORY	CODE VIOLATION GRASS	INITIAL	1		1		1	MAILED NOTICE	
11/30/2020	LOUISIANA/S. OAK	CODE VIOLATION GRASS	INITIAL	1		1		1	MAILED NOTICE	

CITY OF VAN - **NOVEMBER**
CODE ENFORCEMENT MONTHLY ACTIVITY REPORT

DATE	ADDRESS	TYPE MULTIPLE ENTRIES AT A SINGLE ADDRESS REFLECT MULTIPLE VIOLATIONS	TYPE	COUNT	VERBAL WARNING	WRITTEN WARNING	CITATION	ENFORCEMENT ACTION	ACTION TAKEN	DATE CLOSED
11/5/2020	NEVADA	CODE VIOLATION CAR	FOLLOW UP	1					INFORMAION GIVEN	
11/9/2020	QUAIL	MISC CODE VIOLATION	INITIAL	1		1		1	MAILED NOTICE	
11/9/2020	QUAIL	MISC CODE VIOLATION	INITIAL	1		1		1	NOTICE POSTED	
11/30/2020	VAN PLAZA 548 W. MAIN	CODE VIOLATION CAR	INITIAL	1					OBSERVATION	
11/30/2020	VAN PLAZA 552 W. Main	CODE VIOLATION CAR	INITIAL	1		1		1	NOTICE POSTED	
				TOTAL	VERBAL WARNING	WRITTEN WARNING	CITATION	ENFORCEMENT ACTION		CLOSED
				67	12	26	0	38		15

MONTHLY FIRE MARSHAL REPORT - NOVEMBER

DATE	ADDRESS	TYPE	C O U N T	ACTION TAKEN	TYPE	NOTES
11/3/2020	291 PARK ROW	FIRE CODE	1	INFORMATION GIVEN	FOLLOW UP	EAST TEXAS EALS - NON COMPLIANCE - FD ACCESS
11/3/2020	MULTIPLE LOCATION	OTHER	1	OTHER	FOLLOW UP	TEST HYDRANT FLOWS FOR ISO INSPECTOR SEVERAL LOCATIONS
11/30/2020	3064 INTERSTATE 20	OTHER	1	INSPECTION	INITIAL	EVALUATE SPRINKLER SYSTEM FOR PUMP REMOVAL
11/30/2020	169 S. OAK	FIRE CODE	1	INSPECTION	INITIAL	INSPECT FIRE SPRINKLER RISER AND VALVES
				TOTAL FOR MONTH		



FROM THE OFFICE OF THE FIRE MARSHAL/CODE ENFORCEMENT

*Mailing Address: P.O. Box 487
Physical Address: 113 S. Maple
Van, Texas 75790*

DATE: November 30, 2020

SUBJECT: November Notes

- Regarding the focus on junk/abandoned vehicles, some residents have removed the vehicles without any enforcement other than a notice that the vehicle is in violation of code.
- Currently, I have been giving 30 day's notice before the formal abatement process begins (10 day letters, notice for hearing, etc...)
- One citation regarding growth limitation violations is pending in city court.
- The lot on Quail street near the Dentist office has been clearing out the vehicles. This individual was bringing disabled and wrecked cars in front the metroplex and scrapping them on this property. He was ordered to cease this operation until he secured the appropriate permits from the city, which he has not done. Instead, he is removing the vehicles. There is a noticeable reduction in junked vehicles on this lot, at one time there were nearly 20 junked cars here, there are approximately 6 left.
- I asked the ordinance committee to review the sections dealing with tires, as this will affect several businesses around town as well as Van ISD.

VAN COMMUNITY LIBRARY REPORT FOR November 2020

1. Organizational Development

In the month of November, we are still taking all precautions before and after each patron coming into the Library. This month we started adding some Christmas decorations and changing around our book displays. Our numbers were a little lower than usual due to patrons staying home more due to COVID or those having family in for the holidays.

2. Monthly Stats:

- A. Adults – 83**
- B. Children –19**
- C. Program Attendance – 0**
- D. Items checked out – 150**
- E. DVD checked out – 20**
- F. Library cards issued – 4**
- G. Items donated - 0**
- H. Computer patrons – 12**
- I. Computer hours – 6.20**
- J. Personal Laptops- 23**

3. Needs

- A. Library board looking to add a new board member.**

4. Goals

- A. Continue to efficiently provide community access to information, materials, and programs.**
- B. Continue to keep the library clean, fresh, and up to date on materials.**

VAN MUNICIPAL COURT
CITY COUNCIL MONTHLY REPORT
NOVEMBER 2020

Citations filed with the court	125
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November Closed Cases	51
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Dismissals:

Dismissed by Prosecutor	1	
FTA/VPTA Amnesty	1	
Finding of Not Guilty	1	
Drivers Safety Course	9	
Deferred Disposition	18	
Proof of Insurance	2	
Other Compliance Dismissals	1	

Number Paid in Full	19
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Non-Cash Credit:	0
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Time Served	0	
Community Service	0	

Number of Appealed Cases	0
	51

Number of Pre-Trials	0
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Number of Jury Trials	0
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Number of Non-Jury Trials	4
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Number of Show Cause Hearings	3
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