



**NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
Thursday, March 11, 2021
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 March 11, 2021 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).

I. CALL MEETING TO ORDER

- A. Roll Call and Establish a Quorum

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. 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. City Council will meet in closed session under Section 551.074 of Texas Government Code, Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of

- Attorney Blake Armstrong

- Attorney Glen Patrick
- Police Chief John Brown
- Public Works Director Kevin Johnson

VI. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION IF ANY

VII. REPORTS

- A. City Manager Report
- B. Code Enforcement
- C. Fire Department
- D. Fire Marshal
- E. Library Report
- F. Municipal Court
- G. Police Department Report
- H. Public Works Report

VIII. INFORMATION AND DISCUSSION

- A. In Case of Emergency - Elderly and in need
- B. Citizen concern about one of our Police Officers and an incident that occurred on February 16, 2021

IX. 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. Meeting Minutes:
 - February 11, 2021 Regular Council Meeting
 - February 25, 2021 Joint Meeting with VISD
- B. February 2021 Expenditures

X. ACTION ITEMS

- A. Approve Racial Profiling 2021 Report
- B. Consideration and Possible Action on replacing the Heating and Cooling Units at the Community Center
- C. Consider and Possible Action on the Clark and Berry Easements allowing the construction to extend utilities to the Southside of interstate in the amount of \$ 89,971.00.

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

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

XI. ADJOURN

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Van City Hall, 113
W. Main, Van, Texas 75790 by 5:00 pm on March 8, 2021 p.m.

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.*

MONTHLY CODE COMPLIANCE REPORT - 2021

DATE	ADDRESS	NOTE	TYPE MULTIPLE ENTRIES AT A SINGLE ADDRESS REFLECT MULTIPLE VIOLATIONS	TYPE	COUNT	ACTION TAKEN	DATE CLOSED
2/1/2021		multiple violations IPMC	CODE VIOLATION CAR	FOLLOW UP	1	WARNING	
2/9/2021		FORD PU	CODE VIOLATION CAR	FOLLOW UP	1	OBSERVATION	2/9/2021
2/24/2021		RED FORD	CODE VIOLATION CAR	FOLLOW UP	1	OBSERVATION	
2/24/2021			MISC CODE VIOLATION	FOLLOW UP	1	OBSERVATION	
2/24/2021		WRECKED CAR	CODE VIOLATION CAR	FOLLOW UP	1	OBSERVATION	2/24/2021
2/24/2021		CHEVY	CODE VIOLATION CAR	FOLLOW UP	1	OBSERVATION	2/24/2021
2/24/2021		TAHOE	CODE VIOLATION CAR	FOLLOW UP	1	OBSERVATION	
2/24/2021		TOYOTA	CODE VIOLATION CAR	FOLLOW UP	1	OBSERVATION	
2/24/2021		FORD (OPERABLE)	CODE VIOLATION CAR	FOLLOW UP	1	OBSERVATION	2/24/2021
2/24/2021		GREY DODGE PU (NO VIOLATION)	CODE VIOLATION CAR	FOLLOW UP	1	OBSERVATION	
2/24/2021		CADILLAC	CODE VIOLATION CAR	FOLLOW UP	1	OBSERVATION	2/24/2021
TOTAL	VERBAL WARNING	WRITTEN WARNING	CITATION	ENFORCEMENT ACTION	CLOSED		
11	1	0	0	1	5		

FEBRUARY - VAN FD

Incident Type	Total Incidents:
111 Building fire	4
131 Passenger vehicle fire	1
143 Grass fire	3
311 Medical assist, assist EMS crew	1
322 Vehicle accident with injuries	4
331 Lock-in (if lock out , use 511)	1
350 Extrication, rescue, other	1
362 Ice rescue	1
444 Power line down	1
461 Building or structure weakened or collapsed	1
522 Water or steam leak	1
551 Assist police or other governmental agency	1
611 Dispatched & canceled en route	2
651 Smoke scare, odor of smoke	2
745 Alarm system sounded, no fire - unintentional	1
Total Number of Incidents:	25
Total Number of Incident Types:	15

Print Date: 3/2/2021

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	27	6	22%	12	44%	9	33%	11	2	43.75	14.18	0	6	18	3
JANUARY	25	9	36%	9	36%	7	28%	7	1	79.64	13.82	0	8	9	8
FEBRUARY	25	8	32%	13	52%	4	16%	4	3	71.36	3.14	0	8	8	9
MARCH															
APRIL															
MAY															
JUNE															
JULY															
AUGUST															
SEPTEMBER															
YEAR TO DATE	131	42	32%	56	43%	33	25%	29	8	301.29	58.49	16	34	63	34

NOTES

PERSONNEL RESPONSE STATISTICS FY 2020-21

OCTOBER 1, 2020 - FEB 28, 2021

Look Up ID:	CALLS	
DUNCAN, MICHAEL, D	66	48.89 %
HUDGENS, LUKE	61	45.19 %
HUDGENS, BENJAMIN, J	45	33.33 %
GEDDIE, BOBBY, D	36	26.67 %
ALEXANDER, BLANE	35	25.93 %
FLOREY, ADDISON	26	19.26 %
DUNCAN, THURMAN, D	22	16.30 %
GATES, JACK	22	16.30 %
FLOREY, ADAM	18	13.33 %
THOMPSON, JEREMIE, D	13	9.63 %
DUNCAN, ANDREW	9	6.67 %
SMITH, DON	9	6.67 %
Wiggins, Kyle	7	5.19 %
HANCOCK, IAN	6	4.44 %
AMMONS, TONY, L	4	2.96 %
BURNS, CHRISTIAN	4	2.96 %
HILLIARD, KEITH B	4	2.96 %
JAMES, GREG	1	0.74 %
RYAN, CHARLES	1	0.74 %
TOTAL CALLS	25	



FROM THE OFFICE OF THE FIRE MARSHAL/CODE ENFORCEMENT

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

DATE: FEBRUARY 28, 2021

SUBJECT: FEBRUARY NOTES

- February Code Enforcement activity was lower, a week was lost due to the weather and immediately afterwards I was giving people time to repair/recover their properties. Also working in the new M-Budget software for the Fire Department and FM/Code enforcement has taken some time.
- Regarding Fire Department operations during the winter storm:
 - Prior to the weather moving in, the bay heater in the large engine bay had to be replaced. The existing heaters did not operate and parts were not available. Ordinarily not a critical concern, the expected continuous sub-freezing temperatures could have damaged apparatus if the temperature was not maintained. Bay temperatures were maintained in the low to mid 50's, which is due to the uninsulated bay, large door area, and single pane glass windows.
 - Engine 1 had a small ¼" drain line fracture due to freezing while sitting on scene at a fire. Our procedure is to engage the pumps and circulate water but this drain line stays static. This did not take the truck out of service. This is the only cold related damage noted to any of the equipment.
 - Snow chains were placed on one engine and one tanker prior to the storm, this allowed these units to respond through all phases of the road conditions, although speeds had to be reduced.
 - FD and Public works cleared snow and ice from the FD apron, parking lot, and the road beside the PD with the city backhoe and track hoe to keep it accessible to responders.
 - No FD vehicle accident occurred and most importantly no firefighters were injured during this weather event.

- Engine 1 had a failure of the turbocharger and waste actuator unrelated to the weather event. The truck is a 2010 chassis with approximately 10K miles and it out of warranty due to time. Per the repair technician, this is a common issue that they have repaired on other agency apparatus. He said there is no way for us to have known and there is no real corrective actions we could have taken to prevent this. The estimated repair cost is approximately \$5,500 and should be done within a week of 12/24.
- Since the My Van app went live, there has only been one issue directed to Code Enforcement and it was intended for another department. I'm trying to get the word out so it gets used more. There are some code issues that would be easier to justify action on if a complaint was made.

Edit: I got my first one on Feb 27!

MONTHLY FIRE MARSHAL REPORT - FEBRUARY 2021

DATE	ADDRESS	BUSINESS	TYPE	ACTION TAKEN	TYPE	NOTES
2/9/2021			FIRE CODE	BUSINESS INSPECTION	INITIAL	SEVERAL VIOLATIONS RELATED TO EGRESS REQUIREMENTS
2/24/2021			FIRE INVESTIGATION	INFORMATION GIVEN	FOLLOW UP	FINAL REPORT OF A STRUCTURE FIRE CAUSE/ORIGIN
					2	

Van Community Library Report

February 2021

Monthly Stats:

- A. Adults -76
- B. Children -15
- C. Items Check out -161
- D. DVD Check out-46
- E. Library Cards issued -3
- F. Computer Patrons -11
- G. Computer Hours - 6.70
- H. Personal Laptops - 16
- I. Program Attendance -0

Needs:

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

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 material.

Organizational Development:

In the month of February, we are still taking all precautions before and after each patron coming into the Library. We have also put up some new book displays for the month. We have displayed romance books for Valentine's Day, Presidential biographies for President's Day, and a variety of books for Black History month.

Future Program Ideas:

- A. Family Game Night
- B. Library Scavenger Hunt
- C. Book Club
- D. Library Mini Golf

	VAN MUNICIPAL COURT			
	CITY COUNCIL MONTHLY REPORT			
	JANUARY 2021			
	Citations filed with the court		135	
	December Closed Cases		78	
	Dismissals:			
	Dismissed by Prosecutor	0		
	FTA/VPTA Amnesty			
	Finding of Not Guilty	0		
	Drivers Safety Course	13		
	Deferred Disposition	20		
	Proof of Insurance	4		
	Other Compliance Dismissals	1		
	Number Paid in Full	34		
	Non-Cash Credit:	6		
	Time Served 6			
	Community Service			
	Number of Appealed Cases	0		
		78		
	Number of Pre-Trials		0	
	Number of Jury Trials		0	
	Number of Non-Jury Trials		0	
	Number of Show Cause Hearings		14	

Deployment Summary

Randy Bowles and K9 Rudy, Van Police Department
February 1, 2021 to February 28, 2021

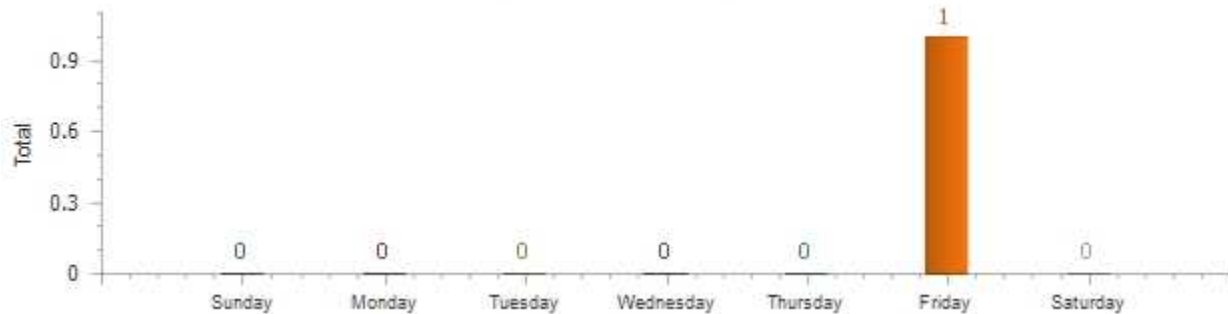
Overview

Total Deployments: 1

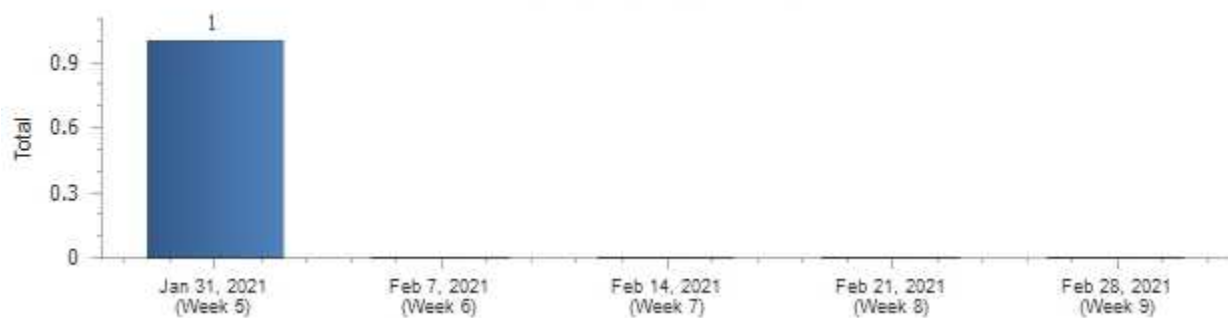
Detection Deployments: 1

Patrol Deployments: 0

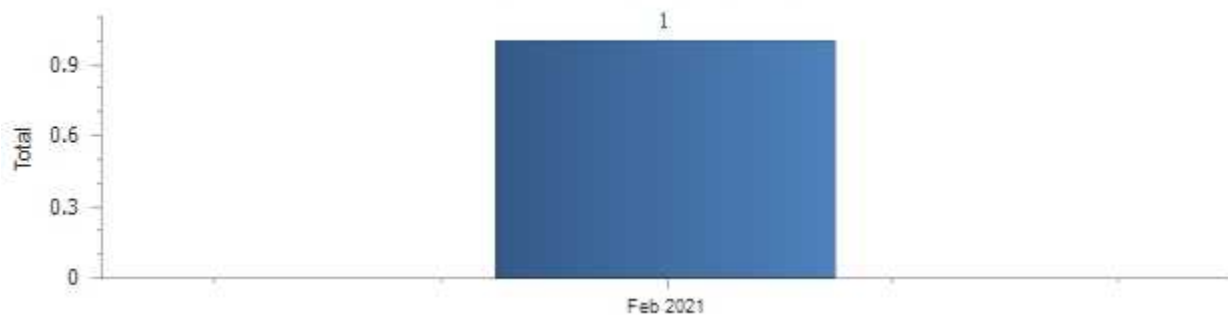
Deployments By Day Of Week



Deployments By Week



Deployments By Month



Deployment Summary

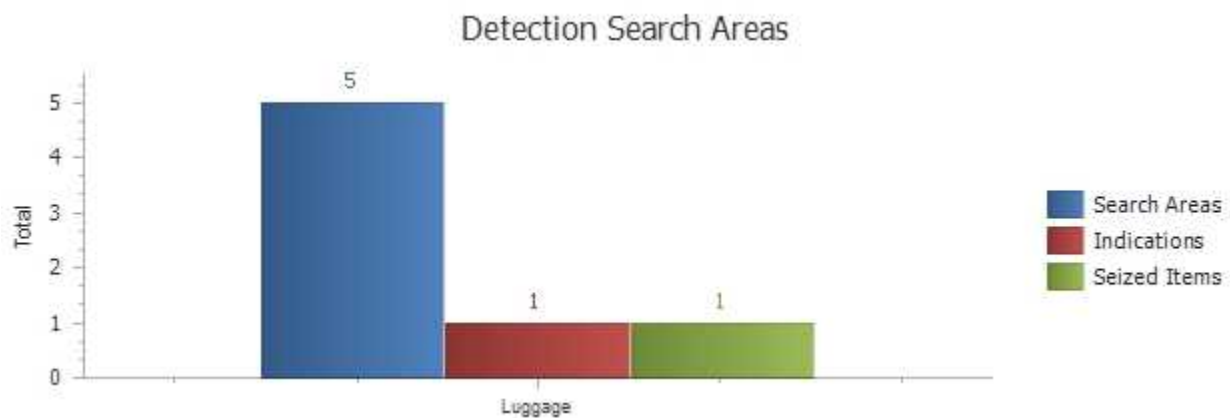
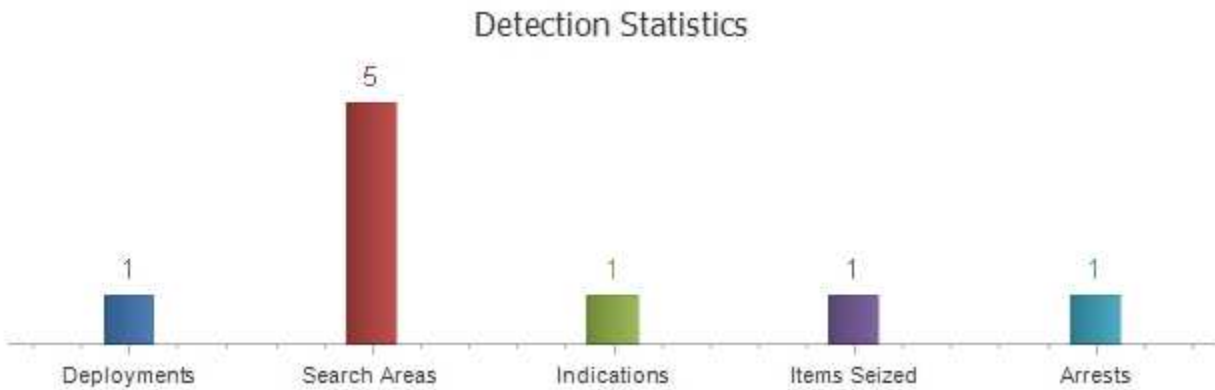
Randy Bowles and K9 Rudy, Van Police Department
February 1, 2021 to February 28, 2021

Top 25 Requesting Agencies



Deployment Summary

Randy Bowles and K9 Rudy, Van Police Department
February 1, 2021 to February 28, 2021



Deployment Summary

Randy Bowles and K9 Rudy, Van Police Department
February 1, 2021 to February 28, 2021

Drug Paraphernalia Indications

Paraphernalia  1 indications (100%); 1 items

Packaging Around Drug Paraphernalia

Glass: 1 (100%)



Training Summary

Randy Bowles and K9 Rudy, Van Police Department
February 1, 2021 to February 28, 2021

Overview

Events Attended: 5

Detection Exercises: 2

Classes Attended: 0

Total Training Time: 5.8 hours

Patrol Exercises: 3

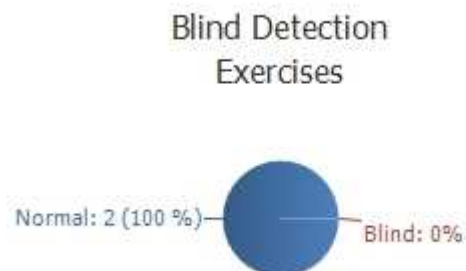
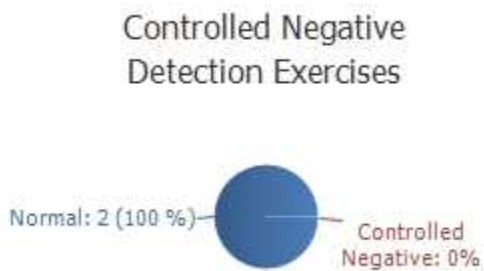
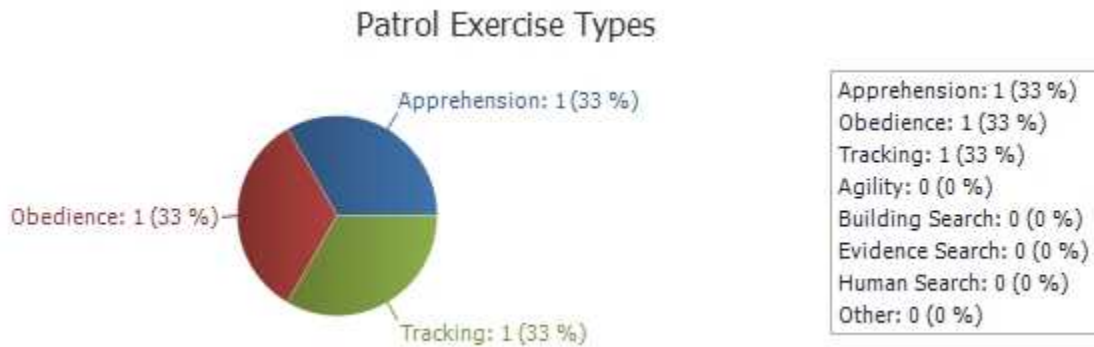
Total Class Duration: 0.0 hours

Avg. Event Time: 1.2 hours



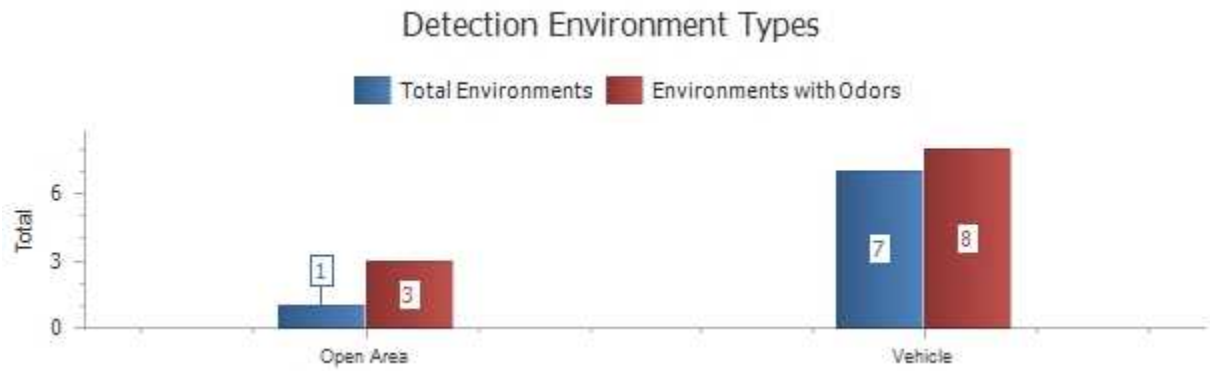
Training Summary

Randy Bowles and K9 Rudy, Van Police Department
February 1, 2021 to February 28, 2021



Training Summary

Randy Bowles and K9 Rudy, Van Police Department
February 1, 2021 to February 28, 2021



Drug Odors



Packaging Around Drugs

Plastic: 11 (100%)



Training Summary

Randy Bowles and K9 Rudy, Van Police Department
February 1, 2021 to February 28, 2021

Proofing Odors

Plastic  1 times (100%); 1 items



Deployment Report

Case: K9-21-1

Randy Bowles and K9 Rudy, Van Police Department

Friday, February 5, 2021 at 7:00 PM

Overview

Category: Detection Deployment

Location: S Buffalo St

Address: 577 S Buffalo St, Canton, TX, United States, 75103

Report Reviewed: No

Requesting Agency: Canton Police Department

Dog-Assisted Arrests: 1

Alerts / Indications: 1

Search Areas: 5 (Luggage: 5)

Comments: Suspect had refuse search of property, was arrested for resist arrest. Owner of vehicle gave consent to search the vehicle. CPD asked officer to have K9 do an open air search of property

1 Dollar General Bag

1 Small pink bag

1 show box

1 woman wallet

K9 conducted open air search and gave alert by going to a sit position

Indication #1: Luggage Environment

Name: NARCOTIC DETECTION OPEN AIR

Description: Suspect had refuse search of property, was arrested for resist arrest. Owner of vehicle gave consent to search the vehicle. CPD asked officer to have K9 do an open air search of property

1 Dollar General Bag

1 Small pink bag

1 show box

1 woman wallet

K9 conducted open air search and gave alert by going to a sit position

Number of Items Seized: 1

Odor Type: Drug Paraphernalia

Amount: 1 Items

Sub-Type: Paraphernalia

Packaging: Glass

Concealed Location: Shoe box

Description: Glass pipe with meth residue





City of Van

Public Works Report

March 11, 2021

Council Meeting

Staff:

Kevin Johnson

Mark Jackson

Earl Brown

Jose Guerrero

Jeff Green

Trent Pamplin

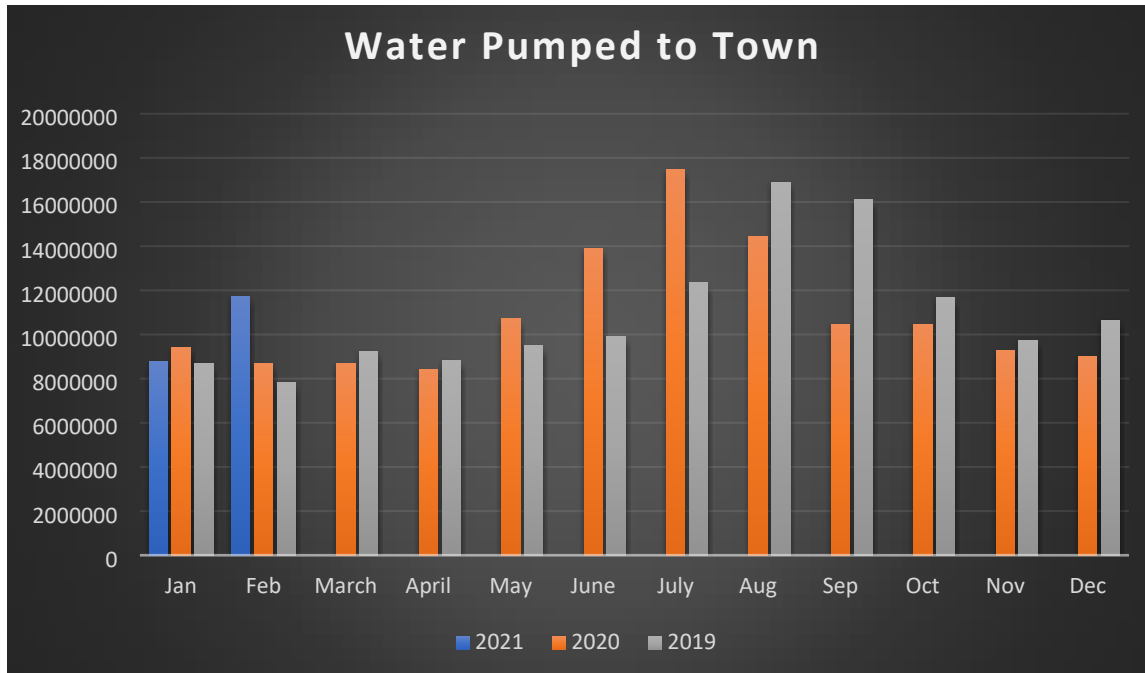
Marcos Orozco

Tommy Smith

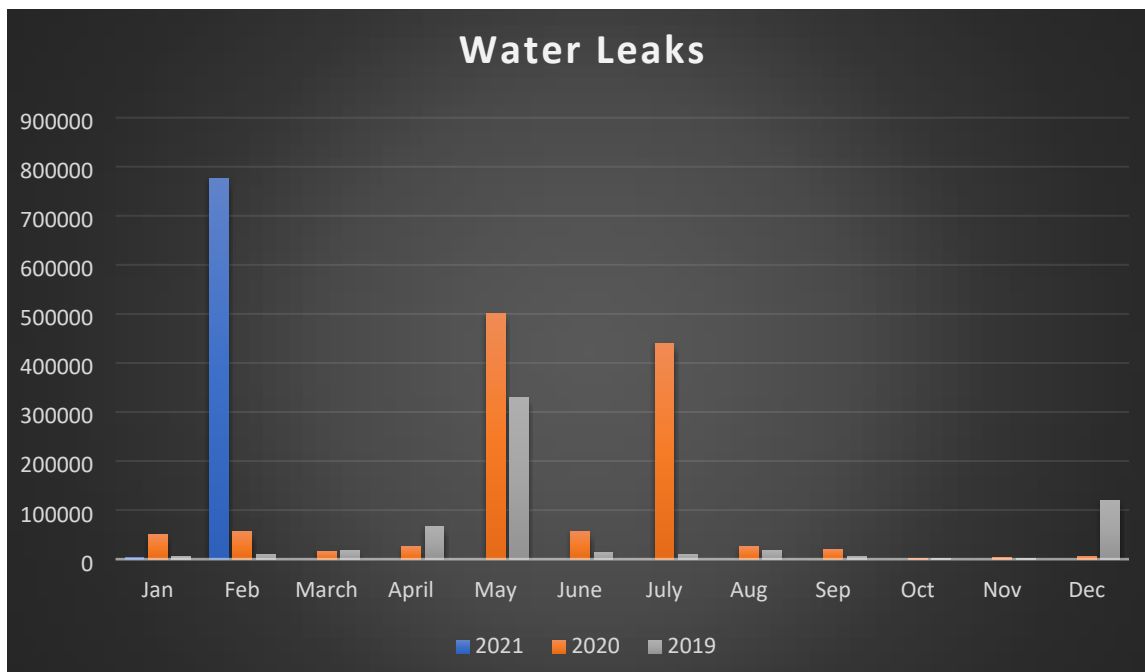
Alan Arroyo

Water

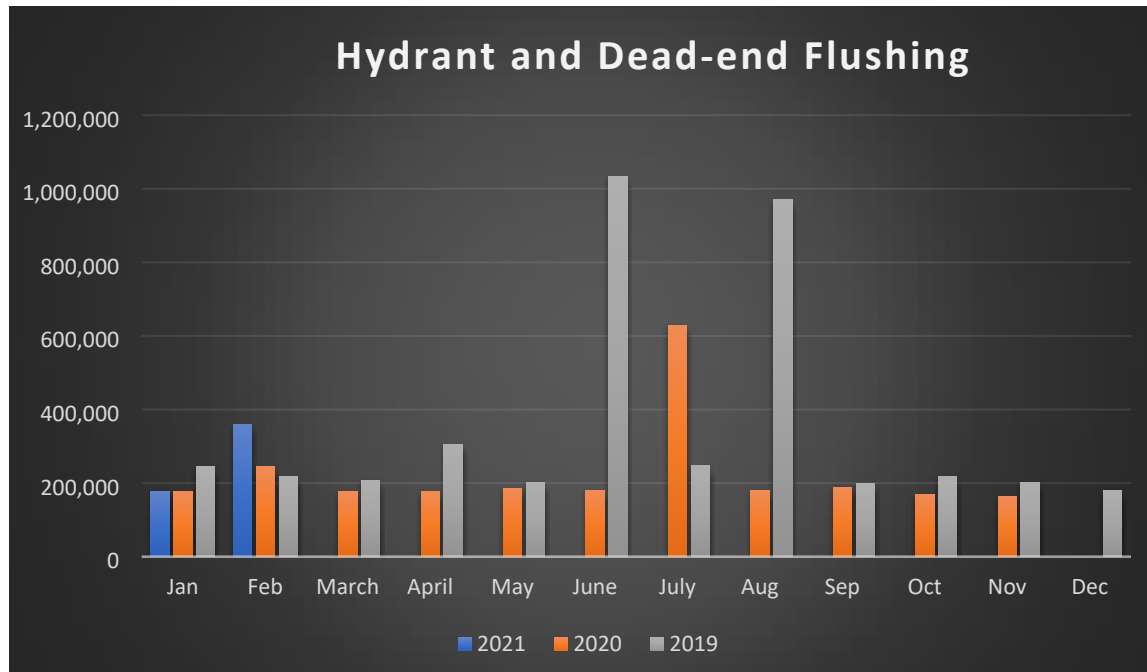
Water Pumped to Town 11,710,000



Leaks 775,000



Flushing 359,175



- 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.

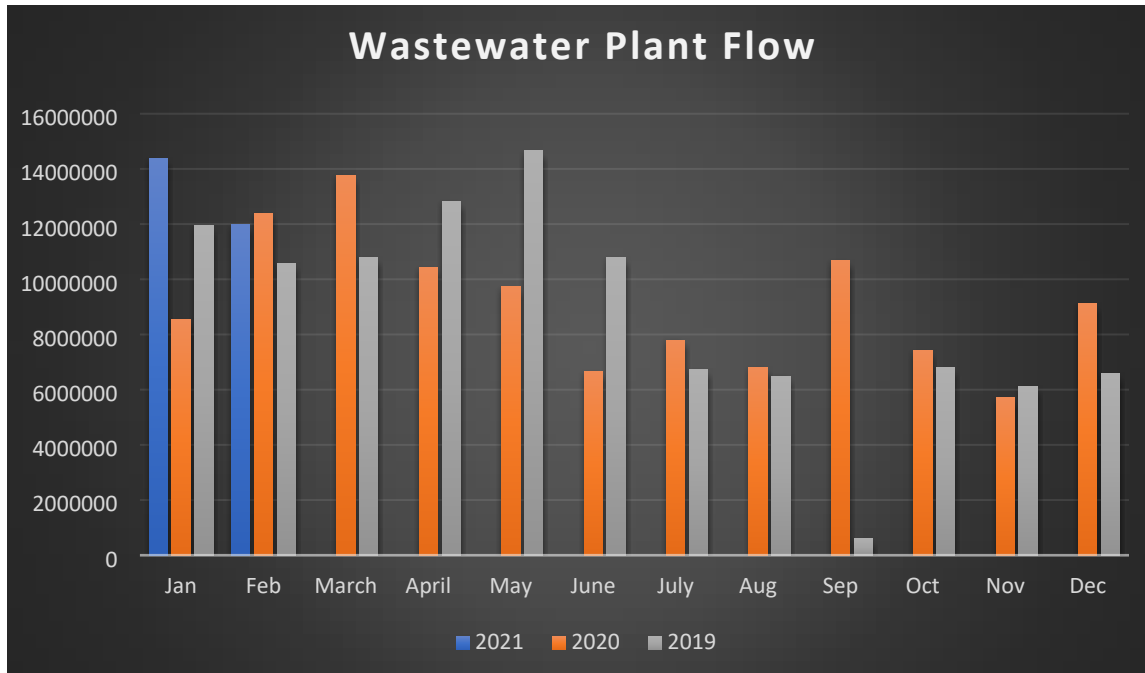
Leak Report

- We had 4 two inch leaks this month during the snowstorm.
- Wyoming St
- Elm St
- S Bois D Arc
- E. Ohio
- Overflowed E. Penn & N Palm ground storage tank due to the programing that BLOC had programed in the SCADA at well #1.

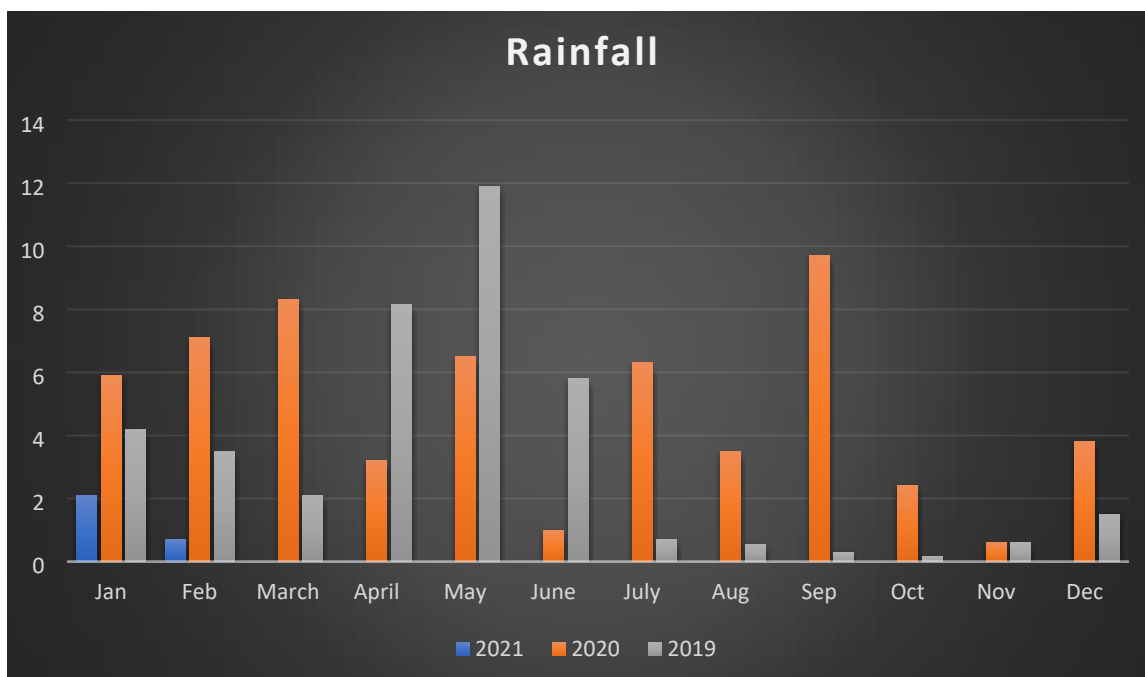
The tanks in town (1-ground storage and 2- elevated) never were low at anytime during the snowstorm. We never lost any pressure whatsoever.

Wastewater

Wastewater Plant Flow **11,991,000**



Rainfall **0.7"**



Vehicles

	Mileage	Vehicle	Mileage
W-1 2010 F-150	97040	S-1 2004 F-350	44796
W-2 2013 GMC 1500	70637	S-2 2010 Chev 1500	92875
W-7 2016 F-250	67175	S-6 2004 Chev 6500	26,125
W-16 2020 F-350	1335	S-11 2016 F150	67349
W-17 2017 F-250	61562	S-12 2007 GMC 1500	77882

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



DATA SHEET AGENDA ITEM NO. VIII.A.

Meeting Date: March 11, 2021

Department:

Administration

Agenda Item:

In Case of Emergency - Elderly and in need

Background:

I've had discussions with Ernie Burns and Tammy McMillian in regard to a more organized "In Case of Emergency - Elderly and in need" strategy for the citizens of Van. Obviously, the last storm highlighted some weaknesses, but it also brought forward multiple solutions. This is a summary of our discussion(s):

Tammy McMillian has volunteered to head up a group of people that, during an emergency, will mobilize to:

- Check on the elderly, disabled, and 'in need' people
- Provide assistance in the way of meals, transportation, and other essential needs

Thankfully, during our last emergency, there were multiple churches and local volunteers that assisted where they could. The key benefit to being organized is that the group can ensure that no one is missed or skipped, and resources can be equally distributed within a timely manner. There are no negatives to having a well-organized group acquire this task.

This proposed group would operate completely separate from the City, however; they would like the city to assist with identifying those that should be on the list. The first option discussed was providing an 'opt in' check box on the city water bills that are mailed out. Citizens that could be eligible, would check the box the city would pass those results along to group for vetting and inclusion into the program. There are alternate methods that the city may be able to assist. Please add as a discussion item for our Mar. meeting and note that Tammy McMillian will be available for the discussion to provide further details if asked.

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

Financial Impact:

Recommendation:



DATA SHEET
AGENDA ITEM NO. VIII.B.

Meeting Date: March 11, 2021

Department:

Administration

Agenda Item:

Citizen concern about one of our Police Officers and an incident that occurred on February 16, 2021

Background:

Financial Impact:

Recommendation:

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



**NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
Thursday, February 25, 2021
6:00 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

Meeting called to order by Mayor Smith

A. Roll Call and Establish a Quorum

Present: Amanda Davis, Linzy Neal, Ryan Hanson, Ernie Burns

Absent: Pete Lucas

II. INVOCATION

Invocation was led by Don Dunn

III. PLEDGE OF ALLEGIANCE

Led by Mayor Smith

A. US Flag

B. Texas Flag

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

IV. INFORMATION AND DISCUSSION

- A. Joint Meeting with VISD for future event planning.

Discussed future events and how the City of Van and VISD could work together to help the community.

V. **ADJOURN**

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



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Ryan Hanson
Councilmember

Ernie Burns
Councilmember

MINUTES

I. CALL MEETING TO ORDER

Meeting called to order by Mayor Smith

A. Roll Call and Establish a Quorum

Present: All present

Absent: None

II. INVOCATION

Invocation was led by Council Member Lucas

III. PLEDGE OF ALLEGIANCE

Led by Mayor Smith

A. US Flag

B. Texas Flag

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

IV. 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 into executive session @ 7:01 p.m.

Convene into executive session @ 9:15 p.m.

- A. City Council will meet in closed session under Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property 113 W Main Van, Texas 75790

No action taken

- B. City Council will meet in closed session under Section 551.074 of Texas Government Code, Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of City Attorney Jay Mills.

Advertise for RFQ's for City Attorney.

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

Reconvene from executive session @ 7:34 p.m.

Reconvene from executive session @ 9:42 p.m.

VI. **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.

VII. **REPORTS**

- A. City Manger Report

Reviewed

- B. Fire Department

Reviewed

C. Fire Marshal / Code Compliance

Reviewed

D. Library Report

Reviewed

E. Municipal Court

Reviewed

F. Police Report

Reviewed

G. Public Works

Reviewed

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.)

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

A. Minutes for January 14, 2021 Council Meeting

B. January 2021 Expenditures

IX. **INFORMATION AND DISCUSSION**

- A. Discussion regarding the Parks Board and Library Board

Discussed Park Board and Library Board having a meeting to discuss future activities.

X. **ACTION ITEMS**

- A. Approve Resolution 02-11-2021 calling and ordering an election to be held on May 1, 2021 for the purpose of electing three (3) City Council Members for a two year term.

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

- B. Consideration and Possible Action regarding a request for variance by Chelsea Mitchum.

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

Revisit at the March 11th meeting to grant variance for a certain timeframe and to gather more information.

- C. Consideration and Possible Action on Activity Permit submitted by the Chamber of Commerce for an event to be held on Saturday May 1, 2021

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

Parade route from JE RHODES to Walnut.

- D. Consideration and Possible Action on Utility Relocation and Roadway Improvements to E Ohio from Maple to Redbud

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

- E. Consideration and Possible Action on Task Order from KSA Engineering concerning Waste Water Treatment Plant improvements

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

- F. Consideration and Possible Action on Water Well #4 Repairs

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

Start the process for repairing Water well # 4.

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

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

XI. ADJOURN

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



City of Van, TX

Expense Approval Report

By Fund

Payment Dates 2/1/2021 - 2/28/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
City of Van	INV0004046	02/01/2021	REI PAYROLL GF PPE 1/29/2021	100-22900	38,581.97
Global/Open Edge	INV0004062	02/02/2021	CREDIT CARDS	100-10-60885	15.36
Global/Open Edge	INV0004062	02/02/2021	CRDEIT CARDS	100-10-60885	74.87
Goodyear	015-1179791	02/04/2021	TIRES FOR CODE ENFORCEMENT..	100-32-54350	517.92
Goodyear	015-1179820	02/04/2021	Tires for 2004 F350	100-46-54350	797.64
Sunbelt Rentals	109073942-0001	02/04/2021	MANLIFT	100-99-53615	590.39
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-10-52250	19.42
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-10-52250	41.98
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-10-52250	27.15
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-12-52250	19.42
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-15-52250	20.99
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-15-52250	19.42
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-20-52250	19.42
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-20-52250	40.79
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-30-52250	19.40
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-32-52250	19.40
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-35-52250	19.40
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-60-52250	113.00
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-60-52250	19.40
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	100-64-52250	19.40
Brynda Pool	185971	02/04/2021	CLEANING- ADMIN	100-99-53810	390.00
Civic Plus	209121	02/04/2021	TRAINING	100-10-56100	75.00
Civic Plus	209121	02/04/2021	TRAINING	100-12-56100	75.00
Civic Plus	209121	02/04/2021	TRAINING	100-20-56100	75.00
Civic Plus	209121	02/04/2021	TRAINING	100-30-56100	75.00
Civic Plus	209121	02/04/2021	TRAINING	100-32-56100	75.00
Civic Plus	209121	02/04/2021	TRAINING	100-35-56100	75.00
Civic Plus	209121	02/04/2021	TRAINING	100-64-56100	75.00
Texas Excavation Safety System,...	21-01672	02/04/2021	VANTX01	100-46-53610	14.25
VZ Farm and Ranch LLC	23876	02/04/2021	K-9 FOOD	100-30-56100	36.00
FR of Texas	399065	02/04/2021	UNIFORMS	100-32-56010	80.00
Goode's Texaco	INV0004049	02/04/2021	VEHICLE MAINT	100-30-54350	110.00
Goode's Texaco	INV0004049	02/04/2021	VEHICLE MAINT	100-30-54350	20.00
Goode's Texaco	INV0004049	02/04/2021	VEHICLE MAINT	100-32-54350	75.00
Goode's Texaco	INV0004049	02/04/2021	VEHICLE MAINT	100-46-52450	58.25
Goode's Texaco	INV0004049	02/04/2021	VEHICLE MAINT	100-60-52450	2.85
Ricky G's Auto Repair	INV0004050	02/04/2021	VEHICLE MAINT	100-46-54350	56.00
Shirley Chisham - Tax Assessor	INV0004051	02/04/2021	VEHICLE REG	100-35-54350	7.50
Crow-Burlingame	INV0004053	02/04/2021	VEHICLE MAINT	100-32-54350	385.98
Crow-Burlingame	INV0004053	02/04/2021	VEHICLE MAINT	100-35-54350	43.76
Crow-Burlingame	INV0004053	02/04/2021	VEHICLE MAINT	100-46-54350	9.33
Crow-Burlingame	INV0004053	02/04/2021	VEHICLE MAINT	100-60-54350	5.36
Michael Dale Bonin	INV0004054	02/04/2021	OVERPAYMENT ON CHECK # 36...	100-20-60695	13.00
Christus EMS	INV0004055	02/04/2021	JANUARY 2021	100-99-53270	2,789.50
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	100-10-56700	43.06
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	100-10-56705	48.12
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	100-12-56700	43.01
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	100-12-56705	48.06
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	100-15-56700	43.01
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	100-15-56705	48.06
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	100-20-56700	43.01
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	100-20-56705	48.12
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	100-30-56700	43.06

Expense Approval Report

Payment Dates: 2/1/2021 - 2/28/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	100-30-56705	48.06
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	100-32-56700	43.01
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	100-32-56705	48.06
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	100-35-56700	43.01
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	100-35-56705	48.06
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	100-60-56700	43.01
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	100-60-56705	48.06
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	100-64-56700	43.01
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	100-64-56705	48.12
UniFirst Corp. Attention: Accou...	INV0004057	02/04/2021	8261139681	100-99-54200	28.45
UniFirst Corp. Attention: Accou...	INV0004057	02/04/2021	8261138562	100-99-54200	28.45
UniFirst Corp. Attention: Accou...	INV0004057	02/04/2021	8261137407	100-99-54200	28.45
UniFirst Corp. Attention: Accou...	INV0004057	02/04/2021	8261136277	100-99-54200	28.45
Canton Animal Shelter	INV0004059	02/04/2021	SURRENDER FORM	100-30-53350	60.00
Texas Comptroller of Public Acc...	INV0004061	02/08/2021	PERIOD ENDING 1/31/2021	100-20920	2,496.29
Republic Services	0070-003010445	02/11/2021	JANUARY 2021	100-99-56420	21,365.82
TXU Energy	055702539633	02/11/2021	ELECTRIC	100-10-56050	34.72
Mobile Communications Servic...	12123428	02/11/2021	PARTS	100-32-57200	35.00
The Police & Sheriffs Press	143391	02/11/2021	ID CARDS	100-30-56000	17.55
East Texas Ice Machines	1790	02/11/2021	ICE MACHINE	100-15-57200	50.00
East Texas Ice Machines	1790	02/11/2021	ICE MACHINE	100-60-57200	87.50
East Texas Ice Machines	1790	02/11/2021	ICE MACHINE	100-64-57200	50.00
Verizon Wireless	9872508703	02/11/2021	903-638-4238 ADMIN CS IPAD	100-10-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-368-0196 ADMIN CM PHO...	100-10-56700	40.24
Verizon Wireless	9872508703	02/11/2021	903-263-1621 ADMIN CM IPAD	100-10-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-368-4912 COUNCIL IPAD	100-12-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-368-4916 COUNCIL IPAD	100-12-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-368-4883 COUNCIL IPAD	100-12-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-368-4881 COUNCIL IPAD	100-12-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-368-4841 COUNCIL IPAD	100-12-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-368-4335 MAYOR	100-12-56700	40.24
Verizon Wireless	9872508703	02/11/2021	903-368-4887 COUNCIL IPAD	100-12-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-497-7110 UNIT # 107	100-30-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-638-4241 POLICE ADMIN I...	100-30-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-368-5502 UNIT # 201	100-30-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-497-6013 UNIT # 750	100-30-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-245-3520 POLICE	100-30-56700	30.13
Verizon Wireless	9872508703	02/11/2021	903-497-6018 UNIT # 108	100-30-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-497-6147 UNIT # 105	100-30-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-368-5495 UNIT # 202	100-30-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-497-7121 UNIT # 203	100-30-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-497-7315 UNIT # 106	100-30-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-638-1001 UNIT # 204	100-30-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-569-4075 FIRE MARSHAL	100-32-56700	40.24
Verizon Wireless	9872508703	02/11/2021	903-368-4850 FIRE MARSHAL	100-32-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-638-1005 PARKS # 1	100-60-56700	23.14
Verizon Wireless	9872508703	02/11/2021	903-638-1289 PARKS # 2	100-60-56700	23.14
JAY MILLS	INV0004065	02/11/2021	FEBRUARY 2021	100-10-53610	350.00
Sereca D. Huff-Huggins	INV0004066	02/11/2021	FEBRUARY 2021	100-10-56700	60.00
John Brown	INV0004067	02/11/2021	FEBRUARY 2021	100-30-56700	60.00
Linzy Neal	INV0004068	02/11/2021	FEBRUARY 2021	100-12-51901	50.00
Amanda Davis	INV0004069	02/11/2021	FEBRUARY 2021	100-12-51901	50.00
Don Smith	INV0004070	02/11/2021	FEBRUARY 2021	100-12-51901	50.00
Pete Lucas	INV0004071	02/11/2021	FEBRUARY 2021	100-12-51901	50.00
Ryan Hanson	INV0004072	02/11/2021	FEBRUARY 2021	100-12-51901	50.00
Ernest Burns	INV0004073	02/11/2021	FEBRUARY 2021	100-12-51901	50.00
Pennys Kwik Lube	INV0004074	02/11/2021	VEHICLE MAINT	100-30-54350	96.85
Pennys Kwik Lube	INV0004074	02/11/2021	VEHICLE MAINT	100-32-54350	94.00
Pennys Kwik Lube	INV0004074	02/11/2021	VEHICLE MAINT	100-32-54350	97.53
Pennys Kwik Lube	INV0004074	02/11/2021	VEHICLE MAINT	100-46-54350	7.00

Expense Approval Report

Payment Dates: 2/1/2021 - 2/28/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Pennys Kwik Lube	INV0004074	02/11/2021	VEHICLE MAINT	100-46-54350	201.00
Pennys Kwik Lube	INV0004074	02/11/2021	VEHICLE MAINT	100-46-54350	164.97
Pennys Kwik Lube	INV0004074	02/11/2021	VEHICLE MAINT	100-60-54350	47.83
Texas Municipal League Risk Po...	INV0004075	02/11/2021	WORKERS' COMP AUDIT	100-10-51750	7.15
Texas Municipal League Risk Po...	INV0004075	02/11/2021	WORKERS' COMP AUDIT	100-12-51750	7.15
Texas Municipal League Risk Po...	INV0004075	02/11/2021	WORKERS' COMP AUDIT	100-20-51750	7.15
Texas Municipal League Risk Po...	INV0004075	02/11/2021	WORKERS' COMP AUDIT	100-30-51750	350.35
Texas Municipal League Risk Po...	INV0004075	02/11/2021	WORKERS' COMP AUDIT	100-35-51750	85.80
Texas Municipal League Risk Po...	INV0004075	02/11/2021	WORKERS' COMP AUDIT	100-64-51750	7.15
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	100-10-56650	11.29
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	100-12-56650	11.30
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	100-15-56650	11.29
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	100-20-56650	11.29
Xerox Corporation	INV0004076	02/11/2021	3TX-386842	100-30-56650	141.89
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	100-30-56650	11.29
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	100-32-56650	11.29
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	100-35-56650	11.29
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	100-46-56650	11.29
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	100-60-56650	11.29
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	100-64-56650	11.29
Xerox Corporation	INV0004076	02/11/2021	3TX -394314	100-64-56650	138.08
Charles Edward Dintelman	INV0004077	02/11/2021	ELECTRIC	100-99-54200	805.38
City of Van	INV0004091	02/12/2021	REI PAYROLL G F PPE 2/12/2021	100-22900	35,362.92
Sharps Compliance, Inc	0002595996	02/25/2021	Destruction Services	100-30-53630	700.00
Del Zotto Products	0015268	02/25/2021	RCP for S Palm	100-46-59300	955.92
LT Systems Inc. 12	20071059	02/25/2021	Court Software Maint Feb 1, 20...	100-20-53200	1,200.00
Kindle Heating & Air Conditioni...	5386	02/25/2021	Fire Dept	100-99-54200	1,400.00
WEX BANK - ExxonMobil Fleet ...	70205536	02/25/2021	FUEL- ADMIN	100-10-52450	138.88
WEX BANK - ExxonMobil Fleet ...	70205536	02/25/2021	FUEL	100-30-52450	-19.53
WEX BANK - ExxonMobil Fleet ...	70205536	02/25/2021	FUEL POLICE DEPT	100-30-52450	2,025.37
WEX BANK - ExxonMobil Fleet ...	70205536	02/25/2021	FUEL CODE COMPLIANCE	100-32-52450	107.10
WEX BANK - ExxonMobil Fleet ...	70205536	02/25/2021	FUEL FIRE DEPT	100-35-52450	325.52
WEX BANK - ExxonMobil Fleet ...	70205536	02/25/2021	FUEL PARKS	100-60-52450	174.36
PathMark Traffic Products of Te...	8751	02/25/2021	15 min parking	100-46-57450	82.80
Northwestern Mutual	INV0004092	02/25/2021	LIFE INSURANCE	100-35-51500	362.97
TransUnion Risk and Alternative	INV0004093	02/25/2021	1/1/2021 - 1/31/2021	100-30-53610	75.00
Interface Security Systems, LLC.	INV0004094	02/25/2021	MAINTENANCE SERVICES	100-99-53990	122.20
Allianz	INV0004096	02/25/2021	DUNCAN, GEDDIE JR, HILLIARD	100-35-51500	180.00
City of Van Economic Developm...	INV0004097	02/25/2021	SEPTEMBER 18	100-99-60100	22,774.56
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	100-10-56050	6.03
Centerpoint Energy	INV0004098	02/25/2021	2869657-3 COMM CENTER	100-15-56050	183.57
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	100-15-56050	6.02
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	100-20-56050	6.02
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	100-30-56050	6.02
Centerpoint Energy	INV0004098	02/25/2021	2868820-8 POLICE DEPT	100-30-56050	89.41
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	100-32-56050	6.02
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	100-35-56050	6.02
Centerpoint Energy	INV0004098	02/25/2021	2868803-4 FIRE DEPT	100-35-56050	377.46
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	100-46-56050	6.02
Centerpoint Energy	INV0004098	02/25/2021	6401930091-8 PARK	100-60-56050	37.99
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	100-60-56050	6.02
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	100-64-56050	6.02
Texas Bank and Trust	INV0004102	02/25/2021	West 4756	100-10-56000	247.00
Texas Bank and Trust	INV0004102	02/25/2021	West 4756	100-10-56000	55.00
Texas Bank and Trust	INV0004102	02/25/2021	West 4756	100-10-56100	200.00
Texas Bank and Trust	INV0004102	02/25/2021	West 4756	100-10-56100	251.00
Texas Bank and Trust	INV0004102	02/25/2021	Huff 7480	100-10-56800	388.66
Texas Bank and Trust	INV0004102	02/25/2021	Huff 7480	100-10-56800	37.89
Texas Bank and Trust	INV0004102	02/25/2021	Huff 7480	100-10-56800	17.32
Texas Bank and Trust	INV0004102	02/25/2021	Brown 3874	100-30-54350	67.82

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Payment Dates: 2/1/2021 - 2/28/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Texas Bank and Trust	INV0004102	02/25/2021	McGowan 7498	100-30-57200	211.54
Texas Bank and Trust	INV0004102	02/25/2021	Huff 7480	100-30-57200	-210.46
Texas Bank and Trust	INV0004102	02/25/2021	Brown 3874	100-30-57200	150.00
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	100-46-54790	35.82
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	100-60-54200	28.06
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	100-60-54790	35.82
Deer Oaks EAP Services LLC	PCOV21-02	02/25/2021	FEB EAP SERVICE	100-10-51500	4.47
Deer Oaks EAP Services LLC	PCOV21-02	02/25/2021	FEB EAP SERVICE	100-20-51500	1.49
Deer Oaks EAP Services LLC	PCOV21-02	02/25/2021	FEB EAP SERVICE	100-30-51500	13.40
Deer Oaks EAP Services LLC	PCOV21-02	02/25/2021	FEB EAP SERVICE	100-60-51500	1.49
Deer Oaks EAP Services LLC	PCOV21-02	02/25/2021	FEB EAP SERVICE	100-64-51500	1.49
Fund 100 - General Fund Total:					143,058.74

Fund: 110 - Economic Development Fund

Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	110-11-56700	43.01
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	110-11-56705	48.06
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	110-11-56050	6.02
Fund 110 - Economic Development Fund Total:					97.09

Fund: 200 - Hotel Occupancy Tax Fund

Hightower Radio, Inc	143200	02/04/2021	ADVERTISING	200-99-53250	150.00
Fund 200 - Hotel Occupancy Tax Fund Total:					150.00

Fund: 415 - Capital Projects

SiteOne Landscape Supply, LLC	105968297-001	02/04/2021	TREE RINGS FOR NEW PARK	415-99-57132	1,198.40
MHS Planning & Design, LLC	INV0004048	02/04/2021	PROJECT # 19-020	415-99-53610	1,235.97
Garrett & Associates General C...	INV0004060	02/04/2021	MCMILLAN PARK	415-99-57132	75,225.27
Terracon Consultants, Inc.	TE71069	02/11/2021	MCMILLAN PARK	415-99-53610	249.00
Landaverde's Welding	INV0004095	02/25/2021	Moon Hill Pump Station	415-99-57128	13,000.00
Bloc Design Build	INV0004099	02/25/2021	4403	415-99-57128	45,262.50
Bloc Design Build	INV0004099	02/25/2021	4405	415-99-57128	9,040.00
KSA	INV0004100	02/25/2021	East Lift Station	415-99-57135	4,500.00
Fund 415 - Capital Projects Total:					149,711.14

Fund: 500 - Water / Wastewater Fund

City of Van	INV0004046	02/01/2021	REI PAYROLL W S PPE 1/29/20...	500-22900	19,613.85
Global/Open Edge	INV0004062	02/02/2021	CREDIT CARDS	500-10-60885	138.21
Global/Open Edge	INV0004062	02/02/2021	CRDEIT CARDS	500-10-60885	673.84
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	500-10-52250	113.01
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	500-10-52250	19.40
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	500-40-52250	19.40
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	500-40-52250	113.00
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	500-40-52250	14.97
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	500-45-52250	113.00
Staples Advantage,Dept Dal	1632909726	02/04/2021	SUPPLIES	500-45-52250	19.37
Brynda Pool	185971	02/04/2021	CLEANING -WATER	500-99-53810	390.00
Civic Plus	209121	02/04/2021	TRAINING	500-10-56100	75.00
Civic Plus	209121	02/04/2021	TRAINING	500-40-56100	75.00
Civic Plus	209121	02/04/2021	TRAINING	500-45-56100	75.00
Texas Excavation Safety System,...	21-01672	02/04/2021	VANTX01	500-40-53610	14.25
Texas Excavation Safety System,...	21-01672	02/04/2021	VANTX01	500-45-53610	14.25
Matheson Tri-Gas Inc	22992806	02/04/2021	OXYGEN	500-40-54250	24.96
Texas Cell Net Inc.	69070	02/04/2021	PUBLIC WORKS	500-10-56705	24.98
Texas Cell Net Inc.	69070	02/04/2021	PUBLIC WORKS	500-40-56705	24.99
Texas Cell Net Inc.	69070	02/04/2021	PUBLIC WORKS	500-45-56705	24.98
Ana-Lab	A0508813	02/04/2021	LABS FOR JANUARY	500-40-56400	110.00
Ana-Lab	A0508813	02/04/2021	LABS FOR JANUARY	500-45-56400	880.00
Dataprose LLC	DP2100065	02/04/2021	BILL PERIOD 1/1/2021 - 1/31/2...	500-10-56550	726.63
Goode's Texaco	INV0004049	02/04/2021	VEHICLE MAINT	500-40-52450	165.91
Johnson Lab & Supply Inc.	INV0004052	02/04/2021	237718-000	500-40-52950	650.48
Johnson Lab & Supply Inc.	INV0004052	02/04/2021	2237381-000	500-40-52950	110.00
Johnson Lab & Supply Inc.	INV0004052	02/04/2021	2237381-000	500-45-52950	110.00
Johnson Lab & Supply Inc.	INV0004052	02/04/2021	237718-000	500-45-52950	650.47

Expense Approval Report

Payment Dates: 2/1/2021 - 2/28/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Crow-Burlingame	INV0004053	02/04/2021	VEHICLE MAINT	500-40-54350	9.33
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	500-10-56700	43.01
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	500-10-56705	48.06
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	500-40-56700	43.06
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	500-40-56705	48.06
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	TELEPHONE	500-45-56700	42.99
Peoples Telephone Cooperative,...	INV0004056	02/04/2021	INTERNET SERVICE	500-45-56705	48.10
UniFirst Corp. Attention: Accou...	INV0004057	02/04/2021	8261136272	500-40-56010	86.99
UniFirst Corp. Attention: Accou...	INV0004057	02/04/2021	8261138557	500-40-56010	86.99
UniFirst Corp. Attention: Accou...	INV0004057	02/04/2021	8261137401	500-40-56010	89.64
UniFirst Corp. Attention: Accou...	INV0004057	02/04/2021	8261139675	500-40-56010	106.52
Wood County Electric	INV0004058	02/04/2021	SOUTH WATERWELL # 1 - 5365...	500-40-56050	2,163.34
Wood County Electric	INV0004058	02/04/2021	3-PHASE WELL -5365004	500-40-56050	1,528.23
Wood County Electric	INV0004058	02/04/2021	NORTH WATER WELL # 2 - 5365...	500-40-56050	841.36
Ferrellgas	1114558308	02/11/2021	WELL # 1	500-40-54600	868.08
East Texas Ice Machines	1790	02/11/2021	ICE MACHINE	500-40-57200	87.50
Verizon Wireless	9872508703	02/11/2021	903-368-4872 PW GIS IPAD	500-10-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-638-4239 PW ADMIN IPAD	500-10-56700	37.99
Verizon Wireless	9872508703	02/11/2021	903-574-5543 PW ADMIN	500-10-56700	40.24
Verizon Wireless	9872508703	02/11/2021	903-574-5541 PUBLIC WORKS #...	500-40-56700	23.14
Verizon Wireless	9872508703	02/11/2021	903-638-5522 WATER IPAD	500-40-56700	17.00
Verizon Wireless	9872508703	02/11/2021	903-638-1146 WATER IPAD	500-40-56700	17.00
Verizon Wireless	9872508703	02/11/2021	903-574-4646 PUBLIC WORKS #...	500-40-56700	40.24
Verizon Wireless	9872508703	02/11/2021	903-368-4134 WATER #3	500-40-56700	44.66
Verizon Wireless	9872508703	02/11/2021	903-574-5539 PUBLIC WORKS #...	500-40-56700	23.14
Verizon Wireless	9872508703	02/11/2021	903-638-1190 WATER IPAD	500-40-56700	17.00
Verizon Wireless	9872508703	02/11/2021	903-638-5106 WATER IPAD	500-40-56700	17.00
Verizon Wireless	9872508703	02/11/2021	903-638-9517 WATER IPAD	500-40-56700	17.00
Verizon Wireless	9872508703	02/11/2021	903-574-5542 WASTEWATER # 1	500-45-56700	23.14
Verizon Wireless	9872508703	02/11/2021	903-368-4817 WASTEWATER # 2	500-45-56700	23.14
Underground Utility Supply	INV0004063	02/11/2021	SUPPLIES	500-40-52500	56.00
CORE & MAIN	INV0004064	02/11/2021	SUPPLIES	500-40-54420	46.80
Pennys Kwik Lube	INV0004074	02/11/2021	VEHICLE MAINT	500-40-54350	80.50
Pennys Kwik Lube	INV0004074	02/11/2021	VEHICLE MAINT	500-40-54350	22.00
Pennys Kwik Lube	INV0004074	02/11/2021	VEHICLE MAINT	500-40-54350	7.00
Texas Municipal League Risk Po...	INV0004075	02/11/2021	WORKERS' COMP AUDIT	500-10-51750	7.15
Texas Municipal League Risk Po...	INV0004075	02/11/2021	WORKERS' COMP AUDIT	500-40-51750	214.50
Texas Municipal League Risk Po...	INV0004075	02/11/2021	WORKERS' COMP AUDIT	500-45-51750	28.60
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	500-10-56650	11.30
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	500-40-56650	11.29
Xerox Corporation	INV0004076	02/11/2021	3TX-389176	500-45-56650	11.26
Frontier Communications	INV0004078	02/11/2021	210-188-1570-102104-5 106 Cl...	500-40-56700	150.14
City of Van	INV0004091	02/12/2021	REI PAYROLL W S PPE 2/12/20...	500-22900	19,055.58
WEX BANK - ExxonMobil Fleet ...	70205536	02/25/2021	FUEL WATER DEPT	500-40-52450	801.35
WEX BANK - ExxonMobil Fleet ...	70205536	02/25/2021	FUEL WASTE WATER	500-45-52450	34.00
Interface Security Systems, LLC.	INV0004094	02/25/2021	MAINTENANCE SERVICES	500-99-53990	122.20
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	500-10-56050	6.02
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	500-40-56050	6.03
Centerpoint Energy	INV0004098	02/25/2021	6400233473-4 CITY HALL	500-45-56050	6.00
KSA	INV0004100	02/25/2021	General Engineering	500-40-53610	445.00
KSA	INV0004100	02/25/2021	Wastewater Treatment Plant Pe...	500-45-56400	1,069.31
Occupational Health Centers of ...	INV0004101	02/25/2021	Drug Screen	500-40-53610	174.00
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	500-40-52500	50.07
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	500-40-52500	11.38
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	500-40-54600	826.98
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	500-40-54600	62.60
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	500-40-54600	20.56
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	500-40-54600	14.22
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	500-40-54790	35.82
Texas Bank and Trust	INV0004102	02/25/2021	McGowan 7498	500-40-57200	38.99

Expense Approval Report**Payment Dates: 2/1/2021 - 2/28/2021**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	500-45-54790	35.82
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	500-45-56100	113.75
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	500-45-56100	113.75
Texas Bank and Trust	INV0004102	02/25/2021	Johnson 9722	500-45-56100	113.75
Deer Oaks EAP Services LLC	PCOV21-02	02/25/2021	FEB EAP SERVICE	500-10-51500	2.98
Deer Oaks EAP Services LLC	PCOV21-02	02/25/2021	FEB EAP SERVICE	500-40-51500	7.45
Deer Oaks EAP Services LLC	PCOV21-02	02/25/2021	FEB EAP SERVICE	500-45-51500	1.48
Fund 500 - Water / Wastewater Fund Total:					55,320.52
Grand Total:					348,337.49

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	143,058.74
110 - Economic Development Fund	97.09
200 - Hotel Occupancy Tax Fund	150.00
415 - Capital Projects	149,711.14
500 - Water / Wastewater Fund	55,320.52
Grand Total:	348,337.49

Account Summary

Account Number	Account Name	Payment Amount
100-10-51500	Benefits-Health, Dental,Vi...	4.47
100-10-51750	Workers Comp Insurance	7.15
100-10-52250	Office Supplies	88.55
100-10-52450	Fuel	138.88
100-10-53610	Professional Services or F...	350.00
100-10-56000	Dues and Subscriptions	302.00
100-10-56050	Utilities	40.75
100-10-56100	Training/Education	526.00
100-10-56650	Copier Lease	11.29
100-10-56700	Telephone / Cellular Servi...	219.28
100-10-56705	Internet Service	48.12
100-10-56800	Travel/Lodging/Meals	443.87
100-10-60885	Credit Card Payment Proc...	90.23
100-12-51750	Workers Comp Insurance	7.15
100-12-51901	City Council Stipend	300.00
100-12-52250	Office Supplies	19.42
100-12-56100	Training/Education	75.00
100-12-56650	Copier Lease	11.30
100-12-56700	Telephone / Cellular Servi...	311.19
100-12-56705	Internet Service	48.06
100-15-52250	Office Supplies	40.41
100-15-56050	Utilities	189.59
100-15-56650	Copier Lease	11.29
100-15-56700	Telephone / Cellular Servi...	43.01
100-15-56705	Internet Service	48.06
100-15-57200	Equipment	50.00
100-20-51500	Benefits-Health, Dental,Vi...	1.49
100-20-51750	Workers Comp Insurance	7.15
100-20-52250	Office Supplies	60.21
100-20-53200	Computer Software & Equ...	1,200.00
100-20-56050	Utilities	6.02
100-20-56100	Training/Education	75.00
100-20-56650	Copier Lease	11.29
100-20-56700	Telephone / Cellular Servi...	43.01
100-20-56705	Internet Service	48.12
100-20-60695	Refund / Reimbursement	13.00
100-20920	Sales Tax Payable - Garba...	2,496.29
100-22900	DUE TO PAYROLL	73,944.89
100-30-51500	Benefits-Health, Dental,Vi...	13.40
100-30-51750	Workers Comp Insurance	350.35
100-30-52250	Office Supplies	19.40
100-30-52450	Fuel	2,005.84
100-30-53350	Animal Control	60.00
100-30-53610	Professional Services or F...	75.00
100-30-53630	Investigative Funds	700.00
100-30-54350	Vehicle – Maint & Repairs	294.67
100-30-56000	Dues and Subscriptions	17.55
100-30-56050	Utilities	95.43

Account Summary

Account Number	Account Name	Payment Amount
100-30-56100	Training/Education	111.00
100-30-56650	Copier Lease	153.18
100-30-56700	Telephone / Cellular Servi...	513.09
100-30-56705	Internet Service	48.06
100-30-57200	Equipment	151.08
100-32-52250	Office Supplies	19.40
100-32-52450	Fuel	107.10
100-32-54350	Vehicle – Maint & Repairs	1,170.43
100-32-56010	Uniform & Clothing	80.00
100-32-56050	Utilities	6.02
100-32-56100	Training/Education	75.00
100-32-56650	Copier Lease	11.29
100-32-56700	Telephone / Cellular Servi...	121.24
100-32-56705	Internet Service	48.06
100-32-57200	Equipment	35.00
100-35-51500	Benefits-Health, Dental,Vi...	542.97
100-35-51750	Workers Comp Insurance	85.80
100-35-52250	Office Supplies	19.40
100-35-52450	Fuel	325.52
100-35-54350	Vehicle – Maint & Repairs	51.26
100-35-56050	Utilities	383.48
100-35-56100	Training/Education	75.00
100-35-56650	Copier Lease	11.29
100-35-56700	Telephone / Cellular Servi...	43.01
100-35-56705	Internet Service	48.06
100-46-52450	Fuel	58.25
100-46-53610	Professional Services or F...	14.25
100-46-54350	Vehicle – Maint & Repairs	1,235.94
100-46-54790	Tools	35.82
100-46-56050	Utilities	6.02
100-46-56650	Copier Lease	11.29
100-46-57450	Street Traffic Markers/Sig...	82.80
100-46-59300	Street Culverts	955.92
100-60-51500	Benefits-Health, Dental,Vi...	1.49
100-60-52250	Office Supplies	132.40
100-60-52450	Fuel	177.21
100-60-54200	Building & Grounds Maint...	28.06
100-60-54350	Vehicle – Maint & Repairs	53.19
100-60-54790	Tools	35.82
100-60-56050	Utilities	44.01
100-60-56650	Copier Lease	11.29
100-60-56700	Telephone / Cellular Servi...	89.29
100-60-56705	Internet Service	48.06
100-60-57200	Equipment	87.50
100-64-51500	Benefits-Health, Dental,Vi...	1.49
100-64-51750	Workers Comp Insurance	7.15
100-64-52250	Office Supplies	19.40
100-64-56050	Utilities	6.02
100-64-56100	Training/Education	75.00
100-64-56650	Copier Lease	149.37
100-64-56700	Telephone / Cellular Servi...	43.01
100-64-56705	Internet Service	48.12
100-64-57200	Equipment	50.00
100-99-53270	Ambulance Membership ...	2,789.50
100-99-53615	Promotional Events & Tra...	590.39
100-99-53810	Janitorial Service	390.00
100-99-53990	Security Cameras / Alarm	122.20
100-99-54200	Building & Grounds Maint...	2,319.18

Account Summary

Account Number	Account Name	Payment Amount
100-99-56420	Garbage Service Expense	21,365.82
100-99-60100	Sales Tax Due to EDC	22,774.56
110-11-56050	Utilities	6.02
110-11-56700	Telephone / Cellular Servi...	43.01
110-11-56705	Internet Service	48.06
200-99-53250	Advertising/Publications	150.00
415-99-53610	Professional Services or F...	1,484.97
415-99-57128	SCADA System	67,302.50
415-99-57132	Park Improvements	76,423.67
415-99-57135	East Lift Station Project	4,500.00
500-10-51500	Benefits-Health, Dental,Vi...	2.98
500-10-51750	Workers Comp Insurance	7.15
500-10-52250	Office Supplies	132.41
500-10-56050	Utilities	6.02
500-10-56100	Training/Education	75.00
500-10-56550	Postage	726.63
500-10-56650	Copier Lease	11.30
500-10-56700	Telephone / Cellular Servi...	159.23
500-10-56705	Internet Service	73.04
500-10-60885	Credit Card Payment Proc...	812.05
500-22900	DUE TO PAYROLL	38,669.43
500-40-51500	Benefits-Health, Dental,Vi...	7.45
500-40-51750	Workers Comp Insurance	214.50
500-40-52250	Office Supplies	147.37
500-40-52450	Fuel	967.26
500-40-52500	Supplies	117.45
500-40-52950	Chemicals	760.48
500-40-53610	Professional Services or F...	633.25
500-40-54250	Equipment – Maint & Rep...	24.96
500-40-54350	Vehicle – Maint & Repairs	118.83
500-40-54420	Maint & Repairs - Distribu...	46.80
500-40-54600	Maint & Repairs - Water ...	1,792.44
500-40-54790	Tools	35.82
500-40-56010	Uniform & Clothing	370.14
500-40-56050	Utilities	4,538.96
500-40-56100	Training/Education	75.00
500-40-56400	Permits, License and Lab...	110.00
500-40-56650	Copier Lease	11.29
500-40-56700	Telephone / Cellular Servi...	409.38
500-40-56705	Internet Service	73.05
500-40-57200	Equipment	126.49
500-45-51500	Benefits-Health, Dental,Vi...	1.48
500-45-51750	Workers Comp Insurance	28.60
500-45-52250	Office Supplies	132.37
500-45-52450	Fuel	34.00
500-45-52950	Chemicals	760.47
500-45-53610	Professional Services or F...	14.25
500-45-54790	Tools	35.82
500-45-56050	Utilities	6.00
500-45-56100	Training/Education	416.25
500-45-56400	Permits, License and Lab...	1,949.31
500-45-56650	Copier Lease	11.26
500-45-56700	Telephone / Cellular Servi...	89.27
500-45-56705	Internet Service	73.08
500-99-53810	Janitorial Service	390.00
500-99-53990	Security Cameras / Alarm	122.20
Grand Total:		348,337.49

Project Account Summary

Project Account Key

None

Payment Amount

348,337.49

Grand Total:

348,337.49



BL ACCT 00100928-10000000
CITY OF VAN
Account Number: ##### 0514
Page 1 of 4



SCORECARD

Bonus Points
Available
127,192

Account Summary

Billing Cycle		02/10/2021
Days In Billing Cycle		28
Previous Balance		\$1,102.46
Purchases	+	\$3,163.62
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$210.46
Payments	-	\$1,102.46
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$2,953.16

Credit Summary

Total Credit Line	\$32,500.00
Available Credit Line	\$29,546.84
Available Cash	\$29,546.84
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries



Call us at: (866) 317-0355
Lost or Stolen Card: (866) 839-3485



Go to www.texasbankandtrust.com



Write us at PO BOX 31535, TAMPA, FL 33631-3535

Payment Summary

NEW BALANCE	\$2,953.16
MINIMUM PAYMENT	\$104.00
PAYMENT DUE DATE	03/07/2021

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Corporate Activity

TOTAL CORPORATE ACTIVITY				\$1,102.46-
Trans Date	Post Date	Reference Number	Transaction Description	Amount
01/27	01/27	BL ACCT	PAYMENT - THANK YOU	\$1,102.46-

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

TEXAS BANK AND TRUST
PO BOX 3162
LONGVIEW TX 75606-3162



Account Number
0514

Check box to indicate
name/address change
on back of this coupon ☐

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
02/10/21	\$2,953.16	\$104.00	03/07/21

\$

BL ACCT 00100928-10000000
CITY OF VAN
P O BOX 487
VAN TX 75790-0487



2952

MAKE CHECK PAYABLE TO:



VISA
PO BOX 6818
CAROL STREAM IL 60197-6818

IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions): The Finance Charge on purchases begins on the date the transaction posted to your account. The Finance Charge on Cash Advances begins on the date you obtained the cash advance, or the first day of the billing cycle within which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E - Average Daily Balance (excluding current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances) if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances), if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill: If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document.
Please use blue or black ink to complete form

NAME CHANGE

Last

First

Middle

ADDRESS CHANGE

Street

City

State

ZIP Code

Home Phone () -

Business Phone () -

Cell Phone () -

E-mail Address

SIGNATURE REQUIRED

TO AUTHORIZE CHANGES Signature



BL ACCT 00100928-10000000

CITY OF VAN

Account Number: #### #### #### 0514

Page 3 of 4

Cardholder Account Summary						
SERECA D HUFF #### #### #### 7480			Payments & Other Credits \$210.46-	Purchases & Other Charges \$443.87	Cash Advances \$0.00	Total Activity \$233.41
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
01/14	01/15		74431061014083003622335	CREDIT VOUCHER AMAZON.COM AMZN.COM/BILL AMZN.COM/BILL WA	\$210.46-	
01/27	01/29	PBUS01	24431061028207688701044	LA HACIENDA RANCH FRISCO TX	\$17.32	
01/29	01/31	PBUS01	24906041030041600111980	EMBASSY SUITES DALLAS FRISCO TX	\$388.66	
01/28	01/31	PBUS01	24073141029900246401410	MEXICAN SUGAR - PLANO PLANO TX	\$37.89	

Cardholder Account Summary						
JULIE ANN MCGOWAN #### #### #### 7498			Payments & Other Credits \$0.00	Purchases & Other Charges \$250.53	Cash Advances \$0.00	Total Activity \$250.53
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
01/28	01/28	PBUS01	24692161028100232725605	Amazon.com*VW5D43IV3 Amzn.com/bill WA	\$211.54	
02/09	02/10	PBUS01	24692161040100063168051	AMZN Mktp US*YD2JA32G3 Amzn.com/bill WA	\$38.99	

Cardholder Account Summary						
JOHN H BROWN #### #### #### 3874			Payments & Other Credits \$0.00	Purchases & Other Charges \$217.82	Cash Advances \$0.00	Total Activity \$217.82
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
01/20	01/22	PBUS01	24121571021310189359302	AXON 800-9782737 AZ	\$150.00	
02/03	02/04	PBUS01	24088451034900013300034	PENNYS KWIK LUBE 903-9633074 TX	\$67.82	

Cardholder Account Summary						
CHARLES G WEST #### #### #### 4756			Payments & Other Credits \$0.00	Purchases & Other Charges \$753.00	Cash Advances \$0.00	Total Activity \$753.00
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
01/13	01/14	PBUS01	24733091014091206000701	TX BRD PLUMBING EXMR EGOV.COM TX	\$55.00	
01/21	01/21	PBUS01	24692161021100455559621	INT'L CODE COUNCIL INC 888-422-7233 IL	\$247.00	
02/03	02/03	PBUS01	24692161034100566536075	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$200.00	
02/03	02/03	PBUS01	24692161034100566536083	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$251.00	

Cardholder Account Summary						
KEVIN N JOHNSON #### #### #### 9722			Payments & Other Credits \$0.00	Purchases & Other Charges \$1,498.40	Cash Advances \$0.00	Total Activity \$1,498.40
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
01/25	01/26	PBUS01	24692161025100552423065	LOWES #01965* LINDALE TX	\$28.06	
01/25	01/26	PBUS01	24733091026091708000361	TCEQ EPAYMENT EGOV.COM TX	\$113.75	
01/25	01/26	PBUS01	24733091026091708000452	TCEQ EPAYMENT EGOV.COM TX	\$113.75	
01/25	01/26	PBUS01	24733091026091708000700	TCEQ EPAYMENT EGOV.COM TX	\$113.75	
01/26	01/27	PBUS01	24207851026200100265373	HILLIARD HARDWARE VAN TX	\$50.07	
01/27	01/28	PBUS01	24692161027100917619421	LOWES #01965* LINDALE TX	\$143.28	
02/03	02/04	PBUS01	24207851034203500298879	HILLIARD HARDWARE VAN TX	\$11.38	
02/05	02/07	PBUS01	24207851036209300416882	HILLIARD HARDWARE VAN TX	\$62.60	

Cardholder Account Detail Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/05	02/07	PBUS01	24207851036209300417633	HILLIARD HARDWARE VAN TX	\$14.22
02/05	02/07	PBUS01	24231681037400016096270	HARBOR FREIGHT TOOLS 502 TYLER TX	\$20.56
02/04	02/07	PBUS01	24137461037000996478449	TRACTOR-SUPPLY-CO #0382 CANTON TX	\$826.98

Additional Information About Your Account

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.EZCARDINFO.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH EZCARDINFO. ENROLL TODAY!

THE TOTAL FINANCE CHARGE PAID ON YOUR ACCOUNT DURING THE PAST YEAR WAS \$.00.

ScoreCard Bonus Points Information as of 02/09/2021

SCORECARD	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	124,128	3,064	0	0	127,192

Finance Charge Summary / Plan Level Information

Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PBUS01 001	PURCHASE	G	\$0.00	1.05000%(M)	12.6000%	\$0.00	\$0.00	0.0000%	\$2,953.16
Cash									
CBUS01 001	CASH	A	\$0.00	1.05000%(M)	12.6000%	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 28		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									



**DATA SHEET
AGENDA ITEM NO. X.A.**

Meeting Date: March 11, 2021

Department:

Administration

Agenda Item:

Approve Racial Profiling 2021 Report

Background:

Approve Racial Profiling 2021 Report

Financial Impact:

Recommendation:

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

Racial Profiling Report | Full

Agency Name: VAN POLICE DEPT.
Reporting Date: 02/08/2021
TCOLE Agency Number: 467206

Chief Administrator: JOHN H. BROWN

Agency Contact Information:
Phone: (903) 963-5642
Email: jbrown@vantx.gov

Mailing Address:
PO Box 487
189 S. MAPLE
VAN, TX 75790-0487

This Agency filed a full report

VAN POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the VAN POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the VAN POLICE DEPT. if the individual believes that a peace officer employed by the VAN POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the VAN POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the VAN POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The VAN POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of

Criminal Procedure during the reporting period.

Executed by: John Brown
Chief of Police

Date: 02/08/2021

Total stops: 1371

Street address or approximate location of the stop

City street	785
US highway	200
County road	1
State highway	375
Private property or other	6

Was race or ethnicity known prior to stop?

Yes	8
No	1363

Race / Ethnicity

Alaska Native / American Indian	1
Asian / Pacific Islander	7
Black	149
White	1056
Hispanic / Latino	158

Gender

Female	618
Alaska Native / American Indian	1
Asian / Pacific Islander	2
Black	64
White	495
Hispanic / Latino	56
Male	753
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	85
White	561
Hispanic / Latino	102

Reason for stop?

Violation of law	114
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	36
White	67

Hispanic / Latino	10
Preexisting knowledge	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	3
Hispanic / Latino	0
Moving traffic violation	909
Alaska Native / American Indian	1
Asian / Pacific Islander	5
Black	92
White	700
Hispanic / Latino	111
Vehicle traffic violation	339
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	19
White	282
Hispanic / Latino	37
Was a search conducted?	
Yes	18
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	8
Hispanic / Latino	3
No	1353
Alaska Native / American Indian	1
Asian / Pacific Islander	7
Black	142
White	1048
Hispanic / Latino	155
Reason for Search?	
Consent	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2

Hispanic / Latino	1		
Contraband	2		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	2		
White	0		
Hispanic / Latino	0		
Probable	11		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	5		
White	4		
Hispanic / Latino	2		
Inventory	2		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	2		
Hispanic / Latino	0		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	12	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	6	Yes 1	No 5
White	4	Yes 0	No 4
Hispanic / Latino	2	Yes 0	No 2
No	1359		
Alaska Native / American Indian	1		
Asian / Pacific Islander	7		
Black	143		
White	1052		
Hispanic / Latino	156		

Description of contraband

Drugs 9

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 5

White 4

Hispanic / Latino 0

Weapons 1

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 1

White 0

Hispanic / Latino 0

Currency 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Alcohol 1

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 1

Stolen property 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Other 2

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 1

White 0

Hispanic / Latino 1

Result of the stop

Verbal warning 805

Alaska Native / American Indian	1
Asian / Pacific Islander	5
Black	86
White	644
Hispanic / Latino	69
Written warning	58
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	47
Hispanic / Latino	3
Citation	506
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	54
White	364
Hispanic / Latino	86
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	1
Hispanic / Latino	0
Violation of Traffic Law	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
No	1370
Alaska Native / American Indian	1
Asian / Pacific Islander	7
Black	149
White	1055
Hispanic / Latino	158

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Submitted electronically to the



The Texas Commission on Law Enforcement



DATA SHEET
AGENDA ITEM NO. X.B.

Meeting Date: March 11, 2021

Department:

Administration

Agenda Item:

Consideration and Possible Action on replacing the Heating and Cooling Units at the Community Center

Background:

The a/c and heating units at the Community Center need to be replaced due to age and parts availability. There are 4 five ton units that provide heating and cooling for the community center and currently only two units are working. They took parts off of one unit to piece together a third unit and it has quit. While it has not been too big of issue with only two units working right now due to the building not being used due to COVID. With things opening back up the units need be replaced. We have put this off for as long as we can, we were hoping that we could replace one unit at a time, but that is not feasible solution since the ceiling grid is going to have to be replaced due to units being located in the ceiling.

Financial Impact:

We have attached three quotes and are awaiting a fourth quote, but so far they range from \$27,200 to \$41,972.38 which does not include replacing the ceiling grid

Recommendation:

My recommendation at this time is replace the units, remove the ceiling grid and review options of relocating the Library within the Community Center along with City Hall utilizing partitions that can be used in other facilities in the future.

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



20941 CR 145
Tyler, TX 75703
(903) 894- 4433
TACLB 014009E

The following is the bid for City of Van Library:

Change out of all equipment -

4- 5 ton complete Furnace, coil, and condensers - 15 seer

Condenser- N4A560GKA

Furnace - N8MSN1102120A

Coil - EAM4X60L21A

Remove ceiling tiles to replace equipment, flush line sets, new thermostats, new condenser pads, new drain pans

All labor and materials needed to complete job

\$27,200.00 total

Comfortmaker equipment:

1 year labor warranty

5 year parts warranty

If you have any questions, please contact Jerry at 903-245-5864



P.O. Box 839
Chandler, TX 75758

Phone: 903-849-5305 Fax: 903-849-0175
E-mail: air.heat.hvac@gmail.com

March 5, 2021

City of Van
Community Center email:kjohnson@vantx.gov
310 Chestnut
Van, TX 75790

Contract price to install (4) Four 5 Ton 16 SEER R-410A Gas Heat/Cool Systems.
Price includes all Parts and Labor necessary to complete the job.

- Digital Thermostats
- Pad / Whip / Disconnect
- New Vent Pipe 4" Doublewall
- New All Thread / Unistrut to Hang Unit
- Duct Jack
- 5 year Parts Warranty
- 1 year Labor Warranty

TOTAL COST \$35,775.00



www.airchandler1.com



2320 E. Erwin St #B
Tyler, Texas 75702
(903)-593-0246

Estimate 202567379
Job 231380
Estimate Date 3/5/2021
Technician Jody Perry
Customer PO

Billing Address
City of Van
642 South Bois D Arc Street
Van, TX 75790 USA

Job Address
Community Center
310 Chestnut Street
Van, TX 75790 USA

Estimate Details

System replacement for community center: 4 5 ton horizontal gas system. 16 seer systems

Task #	Description	Quantity	Standard Price	Your Price	Your Total
16SEER4.0TG - C	Sure Comfort 16 SEER 4.0 Ton Gas System Install New Sure Comfort 16 SEER 4.0 Ton Gas System Install New Sure Comfort 16 SEER 4.0 Ton Gas System. Haul Off Old Equipment and Clean Up Job Site.	4.00	\$12,188.18	\$10,359.96	\$41,439.84
ESC100-C	ESC Service Agreement One Unit ESC Service Agreement One Unit 15% discount on all service calls, discounts for members only, yearly plumbing safety inspection and clean and check 2 times a year for heating and A/C system.	1.00	\$181.54	\$181.54	\$181.54
ESC150-C	ESC Agreement of each Addn. System After ESC100-C ESC Agreement of each Addn. System After ESC100-C Service Agreement For Each Additional Unit 2 A/C and 1 Plumbing Inspection (Annually)	3.00	\$117.00	\$117.00	\$351.00
				Member Savings	\$7,312.88
				Sub-Total	\$41,972.38
				Van City 2%	\$839.45
				Texas State 6.25%	\$2,623.27
				Total	\$45,435.10

Thank you for your business!

I hereby authorize the work described at the amount of \$45,435.10. I further agree to pay for all authorized work performed. Payment is due upon completion of said work. I represent that I am the owner or owner's agent and have the authority to authorize said work.



DATA SHEET
AGENDA ITEM NO. X.C.

Meeting Date: March 11, 2021

Department:

Administration

Agenda Item:

Consider and Possible Action on the Clark and Berry Easements allowing the construction to extend utilities to the Southside of interstate in the amount of \$ 89,971.00.

Background:

Clark & Berry Easements allowing the construction to extend utilities to the Southside of interstate in the amount of \$ 89,971.00.

Financial Impact:

Yes

Recommendation:

Allow the construction to extend utilities to the Southside of interstate.

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



FLOWERS DAVIS

CELIA C. FLOWERS*

* BOARD CERTIFIED, OIL, GAS & MINERAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
* BOARD CERTIFIED, RESIDENTIAL REAL ESTATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
* BOARD CERTIFIED, PROPERTY OWNERS ASSOCIATION LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
* BOARD CERTIFIED, CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

MELANIE S. REYES

* BOARD CERTIFIED, OIL, GAS & MINERAL LAW
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J. SCOTT MILLER

CATHERINE CHESLEY GOODGION

* LICENSED TO PRACTICE BEFORE THE
UNITED STATES PATENT AND TRADEMARK OFFICE

WILLIAM R. KNIGHT, JR.

MAYA P. JEDLICKA

JORDAN C. MULLINS

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SPECIALIST IN NATURAL RESOURCES - OIL & GAS LAW

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ROBERT S. DAVIS

CHAD C. ROOK

LEE I. CORREA

ROBIN H. O'DONOGHUE

J. MITCHELL BEARD

THOMAS H. BUCHANAN, OF COUNSEL

PRESTON W. MCGEE*

* BOARD CERTIFIED, PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
* BOARD CERTIFIED, CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

VIRGINIA D. YOUNG

DANIEL C. ROSS

March 3, 2021

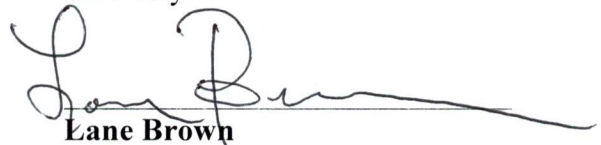
City of Van
Don Smith, Mayor
PO Box 487
Van, Texas 75790

Re: *Easement agreements*

Dear Mayor Smith:

Please see the enclosed documents for the easement agreements in the City of Van, Texas. Each easement needs to be signed and notarized, then the original returned to us at you soonest possible convenience. There are four agreements in total. If you have any questions, please contact me at 903-534-8063.

Sincerely.



Lane Brown

EASEMENT AGREEMENT FOR UTILITIES

Date: MARCH _____, 2021

Grantor: ROBERT STEVEN CLARK & SUSAN JEAN CLARK BERRY

Grantor's Mailing Address:

ROBERT STEVEN CLARK

16310 Burham Park Dr.

Cypress, Texas 77449

SUSAN JEAN CLARK BERRY

PO Box 455

VAN, Texas 75790

Holder: CITY OF VAN , TEXAS, a Texas corporation

Holder's Mailing Address:

CITY OF VAN, TEXAS

P. O. BOX 487 TEXAS 75790

Dominant Estate Property: All that certain lot, tract or parcel of land located within the W. B. Ochiltree Survey, Abs. # 638 of Van Zandt County, Texas, and being a part of a called 87.9 acre tract as described in a deed from Etta Russell, et al to Charlie E...Clark , et ux Doris V. Clark , recorded in Volume 326, Page 217 in the Real Estafecords of Van Zandt County, Texas ;

Easement Property: Being a part of the said property described above and so described in the Attached Exhibits # 1 and # 2, being made a part hereof and incorporated herein

In addition to the above Easement Property there is a "Temporary Construction Easement " granted, such easement property being defined and identified as stated on the Attached Exhibits #1 and #2 hereto.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of any water and/or sewer services and related facilities (collectively, the "Facilities").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: None.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Holder and Holder's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"). It is expressly agreed between the parties hereto that no warranty or covenant of title (express or implied) to the land covered hereby is made by Grantor, and that no warranty, covenant or guarantee of title shall be created by or arise from this Easement other than by and through Holder.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the

Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual only to the extent the Easement is not abandoned or is no longer in use as described herein and so long as the Easement is used for the purposes stated herein.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must immediately restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property with consent of Grantor and consent will not be unreasonably withheld. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement

Property provided the Grantor consents such actions and consent will not be unreasonably withheld. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work. Holder will restore all Easement property to its original condition.

6. *Livestock*. Holder will at all time observe the existences of any livestock on easement lands and is responsible for maintaining the security and safety of any livestock located thereon. Holder will be held liable for any injury or damage to any livestock due to Holder's negligence. Holder will reimburse the owner of any damaged or injured livestock by reimbursing the owner the fair market value of the livestock.

7. *Existing Easements*. Holder is responsible for confirming and locating any existing easements and Grantee shall not be held liable for any damage or trespass due to presence of existing easements.

8. *Manholes*. All manholes must be maintained in both appearance and functionality including immediate repair of sewage leaks, water leaks, and flooding or other damage caused by the malfunction of any manhole.

9. *Artifacts/Geological Formations*: No artifacts or geological formations shall be removed from property of the surface owner on which the Easement is located including but not limited to any arrowheads, original rocks of any kind, petrified wood, pottery, metal objects, cloth, and any other object either natural or manmade. This does not include debris that is

natural debris resulting from construction of the Easement. All debris should be inspected so as not to include the afore-mentioned artifacts and geological formations.

10. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

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

12. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

13. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

14. *Counterparts.* This agreement may be executed by any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

15. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting

party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

16. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

17. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

18. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Grantor to Holder. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

19. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by

reason of authorship or origin of language.

20. *Subsequent Damages.* After the construction of the initial Facilities, Holder agrees to pay Grantor, its representatives, successors and assigns, for all subsequent damages to livestock, crops, improvements or other property of Grantor permitted to be located on Easement Property by the terms hereof, when and if such damages are caused by Holder or its agents, servants, employees, contractors or subcontractors in performing such future construction or other activities or operations on the Easement Property. Grantor agrees and understands Holder's consideration herein paid includes payment of the initial damages caused by the initial construction of the Facilities and appurtenances, if any, including temporary work space, crop, timber and land surface damages. Any damage payment due hereunder which is mutually agreed upon shall be paid directly to Grantor, and Grantor's acceptance of any such payment shall constitute a full and final release of any and all claims or causes relating to such damages. In addition, Holder shall be responsible for any leaks, spills, pits, or holes that cause damage resulting from its operations which may occur on the Easement Property unless such damages are attributable to the negligence or misconduct of Grantor or those acting in its behalf, or other third parties. Notices. Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

21. *Recitals.* Any recitals in this agreement are represented by the parties to be

accurate, and constitute a part of the substantive agreement.

22. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

ROBERT STEVEN CLARK



SUSAN JEAN CLARK BERRY

CITY OF VAN , TEXAS, a Texas Corporation,

DON SMITH, MAYOR

STATE OF TEXAS)

COUNTY OF VAN ZANDT)

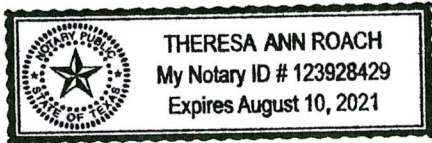
This instrument was acknowledged before me on _____, 2020,
by ROBERT STEVEN CLARK.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF VAN ZANDT)

This instrument was acknowledged before me on 10th of February, 2020, by SUSAN JEAN CLARK BERRY.



Theresa Ann Roach

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF VAN ZANDT)

This instrument was acknowledged before me on _____, 2020, by DON SMITH, as the MAYOR of CITY OF VAN, TEXAS, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

JAY MILLS
P. O. BOX 159
CHANDLER, TEXAS 75758

Tel: (903) 570-6001
Fax: (903) 849-4577

AFTER RECORDING RETURN TO:

FLOWERS - DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, TX 75701 **...**

FLOWERS - DAVIS, BILL C.
1021 ESE Loop 333, Suite 200
Tyler, TX 75701
...

EASEMENT AGREEMENT FOR UTILITIES

Date: MARCH _____, 2021

Grantor: ROBERT STEVEN CLARK & SUSAN JEAN CLARK BERRY

Grantor's Mailing Address:

ROBERT STEVEN CLARK

16310 Burham Park Dr.

Cypress, Texas 77449

SUSAN JEAN CLARK BERRY

PO Box 455

VAN, Texas 75790

Grantee: CITY OF VAN , TEXAS, a Texas corporation

Grantee's Mailing Address:

CITY OF VAN, TEXAS

P. O. BOX 487

TEXAS 75790

Dominant Estate Property: All that certain lot, tract or parcel of land located within the W. B. Ochiltree Survey, Abs. # 638 and the A. H. Wyley Survey, Abs. # 401 of Van Zandt County, Texas, and being a part of a called 87.9 acre tract as described in a deed from Etta Russell, et al to Charlie E. Clark , et ux Doris V. Clark , recorded in Volume 326, Page 217, a portion of a called 40.5 acre tract AND a called acre tract as described in deed from Aubrey Ellison to Charlie E. Clark, recorded in Volume 645, Page 306 AND a portion of a called 40 acre tract, described as 3rd Tract in a Deed of N. E. Clark and Pearl Clark, recorded in Volume 189, Page 229 in the Real Estate Records of Van Zandt County, Texas ;

Easement Property: Being a part of the said property described above and so described in the Attached Exhibits # 1 and # 2, being made a part hereof and incorporated herein

In addition to the above Easement Property there is a "Temporary Construction Easement" granted, such easement property being defined and identified as stated on the Attached Exhibits #1 and #2 hereto.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of any water and/or sewer services and related facilities (collectively, the "Facilities").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: None.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Holder and Holder's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"). It is expressly agreed between the parties hereto that no warranty or covenant of title (express or implied) to the land covered hereby is made by Grantor, and that no warranty, covenant or guarantee of title shall be created by or arise from this Easement other than by and through Holder.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the

Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual only to the extent the Easement is not abandoned or is no longer in use as described herein and so long as the Easement is used for the purposes stated herein.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must immediately restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property with consent of Grantor and consent will not be unreasonably withheld. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement

Property provided the Grantor consents such actions and consent will not be unreasonably withheld. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work. Holder will restore all Easement property to its original condition.

6. *Livestock*. Holder will at all time observe the existences of any livestock on easement lands and is responsible for maintaining the security and safety of any livestock located thereon. Holder will be held liable for any injury or damage to any livestock due to Holder's negligence. Holder will reimburse the owner of any damaged or injured livestock by reimbursing the owner the fair market value of the livestock.

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natural debris resulting from construction of the Easement. All debris should be inspected so as not to include the afore-mentioned artifacts and geological formations.

10. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

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

12. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

13. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

14. *Counterparts.* This agreement may be executed any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

15. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting

party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

16. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

17. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

18. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Grantor to Holder. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

19. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by

reason of authorship or origin of language.

20. *Subsequent Damages.* After the construction of the initial Facilities, Holder agrees to pay Grantor, its representatives, successors and assigns, for all subsequent damages to livestock, crops, improvements or other property of Grantor permitted to be located on Easement Property by the terms hereof, when and if such damages are caused by Holder or its agents, servants, employees, contractors or subcontractors in performing such future construction or other activities or operations on the Easement Property. Grantor agrees and understands Holder's consideration herein paid includes payment of the initial damages caused by the initial construction of the Facilities and appurtenances, if any, including temporary work space, crop, timber and land surface damages. Any damage payment due hereunder which is mutually agreed upon shall be paid directly to Grantor, and Grantor's acceptance of any such payment shall constitute a full and final release of any and all claims or causes relating to such damages. In addition, Holder shall be responsible for any leaks, spills, pits, or holes that cause damage resulting from its operations which may occur on the Easement Property unless such damages are attributable to the negligence or misconduct of Grantor or those acting in its behalf, or other third parties. Notices. Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

21. *Recitals.* Any recitals in this agreement are represented by the parties to be

accurate, and constitute a part of the substantive agreement.

22. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

ROBERT STEVEN CLARK



SUSAN JEAN CLARK BERRY

CITY OF VAN , TEXAS, a Texas Corporation,

DON SMITH, MAYOR

STATE OF TEXAS)

COUNTY OF VAN ZANDT)

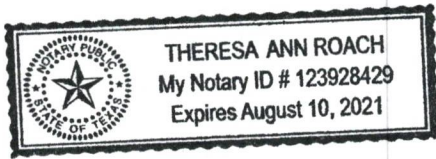
This instrument was acknowledged before me on _____, 2020,
by ROBERT STEVEN CLARK.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF VAN ZANDT)

This instrument was acknowledged before me on 10th of February, 2020, ³²
by SUSAN JEAN CLARK BERRY.



Theresa Ann Roach

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF VAN ZANDT)

This instrument was acknowledged before me on _____, 2020,
by DON SMITH, as the MAYOR of CITY OF VAN, TEXAS, a Texas corporation, on
behalf of said corporation.

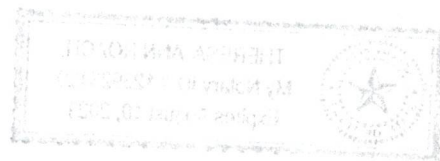
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

JAY MILLS
P. O. BOX 159
CHANDLER, TEXAS 75758
Tel: (903) 570-6001
Fax: (903) 849-4577

AFTER RECORDING RETURN TO:

FLOWERS - DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, TX 75701



FLOWERS - DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, TX 75701

EASEMENT AGREEMENT FOR UTILITIES

Date: MARCH _____, 2021

Grantor: ROBERT STEVEN CLARK & SUSAN JEAN CLARK BERRY

Grantor's Mailing Address:

ROBERT STEVEN CLARK

16310 Burham Park Dr.

Cypress, Texas 77449

SUSAN JEAN CLARK BERRY

PO Box 455

VAN, Texas 75790

Grantee: CITY OF VAN, TEXAS, a Texas corporation

Grantee's Mailing Address:

CITY OF VAN, TEXAS

P. O. BOX 487

TEXAS 75790

Dominant Estate Property: All that certain lot, tract or parcel of land located within the J. Thomas Survey, Abs. # 866 of Van Zandt County, Texas, and being a part of the residue of a called 116 acre tract, described as 1st Tract in a deed to N. E. Clark and Pearl Clark, recorded in in Volume 189, Page 299 in the Real Estate Records of Van Zandt County, Texas ;

Easement Property: Being a part of the said property described above and so described in the Attached Exhibits # 1 and # 2, being made a part hereof and incorporated herein

In addition to the above Easement Property there is a "Temporary Construction Easement" granted, such easement property being defined and identified as stated on the Attached Exhibits #1 and #2 hereto.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of any water and/or sewer services and related facilities (collectively, the "Facilities").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: None.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Holder and Holder's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement." It is expressly agreed between the parties hereto that no warranty or covenant of title (express or implied) to the land covered hereby is made by Grantor, and that no warranty, covenant or guarantee of title shall be created by or arise from this Easement other than by and through Holder.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable only to the extent the Easement is not abandoned or is no longer in use as described herein. The Easement is for the benefit of Holder and Holder's heirs, successors, and assigns who at any time own any interest in the Dominant

Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual so long as the Easement is in use for the purposes stated herein.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property with consent of Grantor and consent will not be unreasonably withheld. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property provided the Grantor consents such actions and consent will not be unreasonably withheld. All matters

concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work. Holder will restore all Easement property to its original condition.

6. *Livestock.* Holder will at all time observe the existences of any livestock on easement lands and is responsible for maintaining the security and safety of any livestock located thereon. Holder will be held liable for any injury or damage to any livestock due to Holder's negligence. Holder will reimburse the owner of any damaged or injured livestock by reimbursing the owner the fair market value of the livestock.

7. *Existing Easements.* Holder is responsible for confirming and locating any existing easements and Grantee shall not be held liable for any damage or trespass due to presence of existing easements.

8. *Manholes.* All manholes must be maintained in both appearance and functionality including immediate repair of sewage leaks, water leaks, and flooding or other damage caused by the malfunction of any manhole.

9. *Artifacts/Geological Formations:* No artifacts or geological formations shall be removed from property of the surface owner on which the Easement is located including but not limited to any arrowheads, original rocks of any kind, petrified wood, pottery, metal objects, cloth, and any other object either natural or manmade. This does not include debris that is natural debris resulting from construction of the Easement. All debris should be inspected so as not to

include the afore-mentioned artifacts and geological formations.

10. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

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

12. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

13. *Choice of Law.* This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

14. *Counterparts.* This agreement may be executed by any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

15. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies

set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

16. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

17. *Indemnity.* Holder agrees to indemnify, defend and hold Grantor and its trustees, officers, employees and agents harmless from and against any and all claims, demands, causes of action, costs, expenses, and liability of any nature whatsoever, including court costs, reasonable attorneys' fees, and any expenses incurred, which may directly result from or arise out of Holder's operations pursuant to the terms of this Agreement; provided, however, that nothing herein shall be construed to require or obligate Holder to indemnify Grantor against, or hold Grantor harmless from, Grantor's own negligent acts or omissions, including intentional or willful acts, or those of any party acting on behalf of Grantor. Further, Holder shall (subject to limitations set forth in the preceding sentence) indemnify, defend and hold Grantor and its trustees, officers, employees and agents harmless from any and all damages, cleanup/remediation expenses, fines, or penalties, resulting from a fire or any violation of, or non-compliance with, applicable local, state, or federal laws and regulations directly resulting from Holder's activities or operations on Grantor's Land. For the purposes of the easement and right-of-way herein granted, Grantor's conduct of its usual livestock operations in the ordinary course of business shall not be deemed negligent and/or intentional and/or willful misconduct.

18. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the

Easement by Grantor to Holder. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

19. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

20. *Subsequent Damages.* After the construction of the initial Facilities, Holder agrees to pay Grantor, its representatives, successors and assigns, for all subsequent damages to livestock, crops, improvements or other property of Grantor permitted to be located on Easement Property by the terms hereof, when and if such damages are caused by Holder or its agents, servants, employees, contractors or subcontractors in performing such future construction or other activities or operations on the Easement Property. Grantor agrees and understands Holder's consideration herein paid includes payment of the initial damages caused by the initial construction of the Facilities and appurtenances, if any, including temporary work space, crop, timber and land surface damages. Any damage payment due hereunder which is mutually agreed upon shall be paid directly to Grantor, and Grantor's acceptance of any such payment shall constitute a full and final release of any and all claims or causes relating to such damages. In addition, Holder shall be responsible for any leaks, spills, pits, or holes that cause damage

resulting from its operations which may occur on the Easement Property unless such damages are attributable to the negligence or misconduct of Grantor or those acting in its behalf, or other third parties.

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

22. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

23. *Time. Time is of the essence.* Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

ROBERT STEVEN CLARK


SUSAN JEAN CLARK BERRY

CITY OF VAN, TEXAS, a Texas corporation,

DON SMITH, MAYOR

STATE OF TEXAS)

COUNTY OF VAN ZANDT)

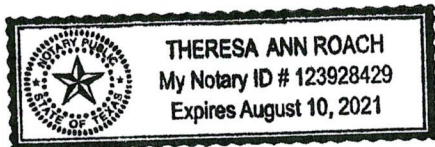
This instrument was acknowledged before me on _____,
2020, by ROBERT STEVEN CLARK.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF VAN ZANDT)

This instrument was acknowledged before me on 10th of February,
2020, by SUSAN JEAN CLARK BERRY.



Theresa Ann Roach
Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF VAN ZANDT)

This instrument was acknowledged before me on _____,
2020, by DON SMITH, as the MAYOR of CITY OF VAN, TEXAS, a Texas corporation,
on behalf of said corporation.

Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

JAY MILLS
P.O.BOX 159
CHANDLER, TEXAS 75758
Tel: (903) 570-6001
Fax: (903) 849-4577

AFTER RECORDING RETURN TO:

FLOWERS - DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, TX 75701

FLOWERS - DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 300
Tyler, TX 75701

EASEMENT AGREEMENT FOR UTILITIES

Date: DECEMBER __, 2020

Grantor: Phillip Christopher Berry

Grantor's Mailing Address:

1803 N. Hwy 385

Levelland, TX 79336

Holder: CITY OF VAN , TEXAS, a Texas corporation

Holder's Mailing Address:

CITY OF VAN, TEXAS
P. O. BOX 487
TEXAS 75790

Dominant Estate Property: Being 0.078 acres of land located within the John Walling Survey, A-891 and being a portion of a called 3.712 acre tract as described in a deed from Susan Clark Berry and Robert Steven Clark to Phillip Christopher Berry, dated June 4, 2018 and recorded as Document No. 2018-005055 and a portion of a called 5.277 acre tract as described in a deed from Aubrey Phillip Berry to Phillip Christopher Berry, dated February 15, 2014 and recorded as Document No. 2014-001401, both of the Real Estate Records of Van Zandt County, Texas.

Easement Property: Being a part of the said property described above and so described in the Attached Exhibits _____ being made a part hereof and incorporated herein

In addition to the above Easement Property there is a "Temporary Construction Easement" granted, such easement property being defined and identified as stated on the Attached Exhibits _____.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of any water and/or sewer services and related facilities (collectively, the "Facilities").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: None.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Holder and Holder's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement." It is expressly agreed between the parties hereto that no warranty or covenant of title (express or implied) to the land covered hereby is made by Grantor, and that no warranty, covenant or guarantee of title shall be created by or arise from this Easement other than by and through Holder.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable only to the extent the Easement is not abandoned or is no longer in use as described herein. The Easement is for the benefit of Holder and Holder's heirs, successors, and assigns who at any time own any interest in the Dominant

Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual so long as the Easement is in use for the purposes stated herein.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property with consent of Grantor and consent will not be unreasonably withheld. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property provided the Grantor consents such actions and consent will not be unreasonably withheld. All matters

concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work. Holder will restore all Easement property to its original condition.

6. *Livestock.* Holder will at all time observe the existences of any livestock on easement lands and is responsible for maintaining the security and safety of any livestock located thereon. Holder will be held liable for any injury or damage to any livestock due to Holder's negligence. Holder will reimburse the owner of any damaged or injured livestock by reimbursing the owner the fair market value of the livestock.

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10. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

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17. *Indemnity.* Holder agrees to indemnify, defend and hold Grantor and its trustees, officers, employees and agents harmless from and against any and all claims, demands, causes of action, costs, expenses, and liability of any nature whatsoever, including court costs, reasonable attorneys' fees, and any expenses incurred, which may directly result from or arise out of Holder's operations pursuant to the terms of this Agreement; provided, however, that nothing herein shall be construed to require or obligate Holder to indemnify Grantor against, or hold Grantor harmless from, Grantor's own negligent acts or omissions, including intentional or willful acts, or those of any party acting on behalf of Grantor. Further, Holder shall (subject to limitations set forth in the preceding sentence) indemnify, defend and hold Grantor and its trustees, officers, employees and agents harmless from any and all damages, cleanup/remediation expenses, fines, or penalties, resulting from a fire or any violation of, or non-compliance with, applicable local, state, or federal laws and regulations directly resulting from Holder's activities or operations on Grantor's Land. For the purposes of the easement and right-of-way herein granted, Grantor's conduct of its usual livestock operations in the ordinary course of business shall not be deemed negligent and/or intentional and/or willful misconduct.

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Easement by Grantor to Holder. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

19. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

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resulting from its operations which may occur on the Easement Property unless such damages are attributable to the negligence or misconduct of Grantor or those acting in its behalf, or other third parties.

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PHILLIP CHRISTOPHER BERRY

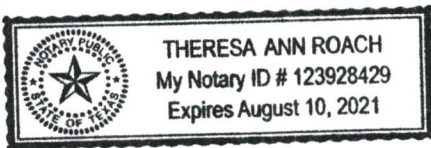
CITY OF VAN, TEXAS, a Texas corporation,

DON SMITH, MAYOR

STATE OF TEXAS)

COUNTY OF VAN ZANDT)

This instrument was acknowledged before me on 10th of February,
2020, by PHILLIP CHRISTOPHER BERRY.



[Signature]

Notary Public, State of Texas

STATE OF TEXAS)

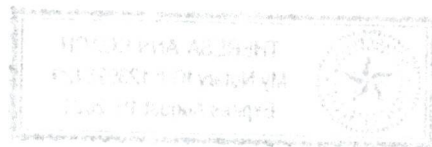
COUNTY OF VAN ZANDT)

This instrument was acknowledged before me on _____,
2020, by DON SMITH, as the MAYOR of CITY OF VAN, TEXAS, a Texas corporation,
on behalf of said corporation.

Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

JAY MILLS
P.O.BOX 159
CHANDLER, TEXAS 75758
Tel: (903) 570-6001
Fax: (903) 849-4577



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