



**NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
Thursday, March 9, 2023
7:00 PM**

Tammy Huff
Mayor

Ernie Burns
Mayor Pro-Tem

Mark Heatwole
Council Member

Linzy Neal
Council Member

Charles Ryan
Council Member

Melissa Rust
Council Member

City Manager

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 on Thursday, March 9, 2023, at 7:00 PM at Van City Hall, 310 Chestnut St., 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 any time during the course of this meeting to discuss any of the matters 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 551.087 (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. 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

B. Financial Report

VI. INFORMATION AND DISCUSSION

- A. Discuss using hotel/motel tax to build pickleball courts at McMillan Park.

VII. REPORTS

- A. Fire Department Monthly Report
- B. Municipal Court Monthly Report
- C. Parks Department Monthly Report
- D. Police Monthly Report
- E. Public Works Monthly Report

VIII. ACTION ITEMS

- A. Public Hearing concerning the Annexation Petition of Duff Real Estate, LLC, for the City Limits of Van, Texas.
- B. Discussion, Consideration, and Possible Action on Ordinance 03-09-2023 annexing 5.00 acres of the J. Thomas Survey into the City Limits of Van, Texas for Duff Real Estate, LLC,.
- C. Discussion, Consideration, and Possible Action on approving Certification of Unopposed Candidates.
- D. Discussion, Consideration, and Possible Action on approving the Order of Cancellation of the May 2023 General Election for the City of Van.
- E. Discussion, Consideration, and Possible Action on a short-form agreement between the City of Van and KSA #101913 Lead and Copper.
- F. Discussion, Consideration, and Possible Action on an amendment to Task Order No. VAN.005 agreement between Owner and Engineer for Professional Services.
- G. Discussion, Consideration, and Possible Action on opioid settlement Subdivision Participation Forms for Walmart, Walgreens, Allergan, and CVS.
- H. Discussion, Consideration, and Possible Action on amending the City of Van garbage rates Ordinance No. 03-09-2023.
- I. Discussion, Consideration, and Possible Action on amending the Water and Sewer Ordinance No 03-09-2023-1.
- J. Discussion, Consideration, and Possible Action on amending the City of Van Permit fees Ordinance No. 03-09-2023-2.

IX. 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 pursuant to Texas Government Code 551.071 to receive legal advice from the City Attorney.

X. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION IF ANY

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 on the bulletin board at Van City Hall, 310 Chestnut St., Van, Texas 75790 by 5:00 pm on Monday, March 6, 2023

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.*



**NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
Thursday, February 9, 2023
7:00 PM**

Tammy Huff
Mayor

Ernie Burns
Mayor Pro-Tem

Mark Heatwole
Council Member

Linzy Neal
Council Member

Charles Ryan
Council Member

Melissa Rust
Council Member

City Manager

MINUTES

I. CALL MEETING TO ORDER

Meeting called to order by Mayor Huff

A. Roll Call and Establish a Quorum

Present: Linzy Neal, Ernie Burns, Charles Ryan, Tammy Huff, Melissa Rust, Mark Heatwole

Absent:

II. INVOCATION

The invocation was led by David Barber

III. PLEDGE OF ALLEGIANCE

Led by Mayor Huff

A. US Flag

B. Texas Flag

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

IV. PRESENTATION

A. Chief Davis will give a presentation.

Chief Davis presented life-saving certifications to Police Officers; Caleb Hemphill, Josh Savis, Robert Carlsen, and Sgt. Eric Doering.

V. 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.

VI. CONSENT AGENDA

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

removed and considered separately.)

RESULT:	Passed
MOVER:	Mark Heatwole
SECONDER:	Charles Ryan
AYES:	Linzy Neal, Ernie Burns, Charles Ryan, Melissa Rust, Mark Heatwole
NAYS:	None
ABSTAINED:	None

- A. Meeting Minutes
- B. January 12, 2023, Regular Meeting
- C. Financial Report

VII. **REPORTS**

- A. Fire Department Monthly Report
Reviewed
- B. Fire Marshal Monthly Report
Reviewed
- C. Library Monthly Report
- D. Municipal Court Monthly Report
Reviewed
- E. Parks Department Monthly Report
Reviewed
- F. Police Monthly Report
Reviewed
- G. Public Works Monthly Report
Reviewed

VIII. **ACTION ITEMS**

- A. Discussion, Consideration, and Possible Action on Resolution 02-09-2023 and contract calling and Ordering an election to be held on May 06, 2023, for the purpose of electing three (3) City Council members for a two (2) year term.

RESULT:	Passed
MOVER:	Charles Ryan
SECONDER:	Mark Heatwole
AYES:	Linzy Neal, Ernie Burns, Charles Ryan, Melissa Rust, Mark Heatwole
NAYS:	None
ABSTAINED:	None

- B. Discussion, Consideration, and Possible Action on a new subdivision of Property ID # 104698 an 8.07-acre tract of land situated in the M. Gross Survey, Abstract No. 299, Van Zandt County. Hilliard-Rust Addition.

RESULT:	Passed
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MOVER:	Ernie Burns
SECONDER:	Mark Heatwole
AYES:	Linzy Neal, Ernie Burns, Charles Ryan, Mark Heatwole
NAYS:	None
ABSTAINED:	Melissa Rust

- C. Discussion, Consideration, and Possible Action on park signs.

RESULT:	Passed
MOVER:	Charles Ryan
SECONDER:	Melissa Rust
AYES:	Linzy Neal, Ernie Burns, Charles Ryan, Melissa Rust, Mark Heatwole
NAYS:	None
ABSTAINED:	None

Council approved Hansel Custom Homes to install the park sign at McMillan Park.

- D. Discussion, Consideration, and Possible Action on the revision of the EDC bylaws.
Mayor request council members to bring back the exact wording for bylaws for the March meeting.
- E. Discussion, Consideration, and Possible Action on a rate increase which is included within the current garbage contract.
No action was taken on the item at that time.
- F. Discussion, Consideration, and Possible Action on appointing Alisha Lawson to the Library Board.
No action was taken on the item at that time.
- G. Discussion, Consideration, and Possible Action on amending chapter 6, section 21 of the City of Van Personel policy to coincide with VANISD inclement weather.
No action was taken on the item at that time.
- H. Discussion, Consideration, and Possible Action on removing Charles West from the Austin Bank Park account.

RESULT:	Passed
MOVER:	Melissa Rust
SECONDER:	Charles Ryan
AYES:	Linzy Neal, Ernie Burns, Charles Ryan, Melissa Rust, Mark Heatwole
NAYS:	None
ABSTAINED:	None

Remove Charles West from any and all accounts/paperwork from the Austin Bank Park Account.

IX. 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.

RESULT:	Passed
MOVER:	Charles Ryan
SECONDER:	Mark Heatwole
AYES:	Linzy Neal, Ernie Burns, Charles Ryan, Melissa Rust, Mark Heatwole
NAYS:	None
ABSTAINED:	None

Convene into executive session at 8:51 p.m.

- A. City Council will meet in closed session under section 551.074 of the Texas Government Code, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.
- B. City Council will meet in closed session under section 551.074 of the Texas Government Code, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the ParksDirector/Event Coordinator.

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

RESULT:	Passed
MOVER:	Melissa Rust
SECONDER:	Charles Ryan
AYES:	Linzy Neal, Ernie Burns, Charles Ryan, Melissa Rust, Mark Heatwole
NAYS:	None
ABSTAINED:	None

Reconvene from the executive session at 9:40 p.m.

- A. Discussion, Consideration, and Possible Action on item IX. A. Concerning the City Secretary.
No action was taken on the item at that time.
- B. Discussion, Consideration, and Possible Action on item IX. B. Concerning the Parks Director/Event Coordinator.
No action was taken on the item at that time.

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.

Veterans Memorial.

XI. **ADJOURN**

RESULT:	Adjourn
MOVER:	Charles Ryan
SECONDER:	Mark Heatwole
AYES:	Linzy Neal, Ernie Burns, Charles Ryan, Melissa Rust, Mark Heatwole
NAYS:	None
ABSTAINED:	None

Attest:

Mayor

City Secretary



City of Van, TX

Expense Approval Report

By Fund

Payable Dates 2/1/2023 - 2/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
JP Gould Baxter - Longview	341302	02/02/2023	SUPPLIES	100-35-52500	107.74
FR of Texas	408917	02/02/2023	UNIFORMS	100-30-56010	45.00
KBW Supply	471344-00	02/02/2023	PARKS	100-60-54200	42.50
Brynda Pool	628761	02/02/2023	CLEANING- ADMIN	100-99-53810	310.00
TransUnion Risk and Alternative	INV0006297	02/02/2023	1/1/2023 - 1/31/2023	100-30-53610	75.00
Christus EMS	INV0006298	02/02/2023	JANUARY 2023	100-99-53270	2,835.00
Texas Bank and Trust	INV0006300	02/02/2023	HUFF 7480	100-10-56800	13.81
Texas Bank and Trust	INV0006300	02/02/2023	HUFF 7480	100-10-56800	10.00
Texas Bank and Trust	INV0006300	02/02/2023	DAVIS 7530	100-30-52500	9.97
Texas Bank and Trust	INV0006300	02/02/2023	DAVIS 7530	100-30-54350	17.30
Texas Bank and Trust	INV0006300	02/02/2023	DAVIS 7530	100-30-56010	189.97
Texas Bank and Trust	INV0006300	02/02/2023	DAVIS 7530	100-30-56800	255.48
Texas Bank and Trust	INV0006300	02/02/2023	FIRE CHIEF 9136	100-35-54200	44.09
Texas Bank and Trust	INV0006300	02/02/2023	FIRE CHIEF 9136	100-35-54350	54.50
Texas Bank and Trust	INV0006300	02/02/2023	FIRE CHIEF 9136	100-35-54350	166.30
Texas Bank and Trust	INV0006300	02/02/2023	JOHNSON 9722	100-46-54250	11.41
Texas Bank and Trust	INV0006300	02/02/2023	JOHNSON 9722	100-60-54200	81.48
Texas Bank and Trust	INV0006300	02/02/2023	MALONE 4828	100-60-54250	31.52
Texas Bank and Trust	INV0006300	02/02/2023	MALONE 4828	100-60-54250	17.23
Texas Bank and Trust	INV0006300	02/02/2023	MALONE 4828	100-60-54250	7.95
Texas Bank and Trust	INV0006300	02/02/2023	MALONE 4828	100-60-56100	64.00
Texas Bank and Trust	INV0006300	02/02/2023	MALONE 4828	100-60-57200	-10.00
Texas Bank and Trust	INV0006300	02/02/2023	MALONE 4828	100-60-57200	26.25
Texas Bank and Trust	INV0006300	02/02/2023	MALONE 4828	100-60-57200	10.00
Texas Bank and Trust	INV0006300	02/02/2023	HUFF 7480	100-64-53013	39.94
Texas Bank and Trust	INV0006300	02/02/2023	MALONE 4828	100-99-53615	29.99
Texas Bank and Trust	INV0006300	02/02/2023	MALONE 4828	100-99-53930	52.00
Texas Comptroller of Public Acc...	INV0006305	02/06/2023	PERIOD ENDING 1/31/2023	100-20920	2,951.13
Northwestern Mutual	INV0006317	02/08/2023	LIFE INSURANCE	100-35-51500	263.73
TXU Energy	054203184783	02/09/2023	2737121 190 VZ CR 1501 FRNT	100-10-56050	339.33
TXU Energy	054203184783	02/09/2023	3661090 199 S Maple	100-10-56050	3.80
TXU Energy	054203184783	02/09/2023	6747560 310 Chestnut Dr	100-10-56050	31.39
TXU Energy	054203184783	02/09/2023	8151767 190 VZ CR 1501	100-10-56050	8.28
TXU Energy	054203184783	02/09/2023	4811861 310 Chestnut Dr Grdl	100-10-56050	4.30
TXU Energy	054203184783	02/09/2023	6747560 310 Chestnut Dr	100-20-56050	31.39
TXU Energy	054203184783	02/09/2023	3661090 199 S Maple	100-20-56050	3.84
TXU Energy	054203184783	02/09/2023	4811861 310 Chestnut Dr Grdl	100-20-56050	4.30
TXU Energy	054203184783	02/09/2023	4573840 113 W MAIN	100-30-56050	156.39
TXU Energy	054203184783	02/09/2023	4573747 107 S Maple Ave Police	100-30-56050	63.30
TXU Energy	054203184783	02/09/2023	3661090 199 S Maple	100-30-56050	3.84
TXU Energy	054203184783	02/09/2023	3661090 199 S Maple	100-30-56050	34.56
TXU Energy	054203184783	02/09/2023	6747560 310 Chestnut Dr	100-30-56050	31.39
TXU Energy	054203184783	02/09/2023	7500922 602 S Oak St	100-30-56050	4.22
TXU Energy	054203184783	02/09/2023	7499806 1002 N Walnut Sirn	100-30-56050	4.21
TXU Energy	054203184783	02/09/2023	4811861 310 Chestnut Dr Grdl	100-30-56050	4.30
TXU Energy	054203184783	02/09/2023	7500922 602 S Oak St	100-35-56050	4.21
TXU Energy	054203184783	02/09/2023	4811861 310 Chestnut Dr Grdl	100-35-56050	4.30
TXU Energy	054203184783	02/09/2023	6747560 310 Chestnut Dr	100-35-56050	31.39
TXU Energy	054203184783	02/09/2023	7499806 1002 N Walnut Sirn	100-35-56050	4.22
TXU Energy	054203184783	02/09/2023	4573778 107 S Maple Fire Dept	100-35-56050	282.68
TXU Energy	054203184783	02/09/2023	3661090 199 S Maple	100-35-56050	3.80
TXU Energy	054203184783	02/09/2023	8929788 led -055	100-46-56050	1,493.23
TXU Energy	054203184783	02/09/2023	6000708 Street Light 1	100-46-56050	1,367.11

Expense Approval Report

Payable Dates: 2/1/2023 - 2/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TXU Energy	054203184783	02/09/2023	4419805 Street Light 5	100-46-56050	736.88
TXU Energy	054203184783	02/09/2023	3478662 Van Led 101-140	100-46-56050	581.09
TXU Energy	054203184783	02/09/2023	4419774 Street Light 4	100-46-56050	460.09
TXU Energy	054203184783	02/09/2023	3661090 199 S Maple	100-46-56050	3.38
TXU Energy	054203184783	02/09/2023	4419867 Street Light 3	100-46-56050	168.99
TXU Energy	054203184783	02/09/2023	4419898 Street Light 2	100-46-56050	19.98
TXU Energy	054203184783	02/09/2023	4419836 Street Light 6	100-46-56050	142.76
TXU Energy	054203184783	02/09/2023	1560877 Van Led 141-180	100-46-56050	63.80
TXU Energy	054203184783	02/09/2023	6747560 310 Chestnut Dr	100-46-56050	31.39
TXU Energy	054203184783	02/09/2023	4811861 310 Chestnut Dr Grdl	100-46-56050	4.30
TXU Energy	054203184783	02/09/2023	4577126 300 W MAIN	100-60-56050	8.22
TXU Energy	054203184783	02/09/2023	4577312 304 W Main	100-60-56050	10.60
TXU Energy	054203184783	02/09/2023	6747560 310 Chestnut Dr	100-60-56050	31.39
TXU Energy	054203184783	02/09/2023	3661090 199 S Maple	100-60-56050	3.32
TXU Energy	054203184783	02/09/2023	6623560 Off Chestnut	100-60-56050	633.28
TXU Energy	054203184783	02/09/2023	2727728 1011 Pennsylvania	100-60-56050	802.34
TXU Energy	054203184783	02/09/2023	7639058 Chestnut Pole	100-60-56050	26.20
TXU Energy	054203184783	02/09/2023	4811861 310 Chestnut Dr Grdl	100-60-56050	4.30
TXU Energy	054203184783	02/09/2023	9909325 301 Wyoming	100-60-56050	39.17
TXU Energy	054203184783	02/09/2023	9479512 712 E MAIN	100-60-56050	38.08
TXU Energy	054203184783	02/09/2023	641676 315 W MAIN	100-60-56050	11.87
TXU Energy	054203184783	02/09/2023	6747560 310 Chestnut Dr	100-64-56050	31.39
TXU Energy	054203184783	02/09/2023	3661090 199 S Maple	100-64-56050	3.14
TXU Energy	054203184783	02/09/2023	4811861 310 Chestnut Dr Grdl	100-64-56050	4.30
TXU Energy	054203184783	02/09/2023	6396578 255 W Main	100-99-56425	214.91
Midway Restaurant	23592	02/09/2023	BASEBALL	100-60-54200	75.76
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	100-10-57200	9.10
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	100-20-57200	9.09
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	100-30-57200	9.09
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	100-32-57200	9.09
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	100-35-57200	9.09
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	100-46-57200	43.75
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	100-46-57200	9.09
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	100-60-57200	150.00
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	100-60-57200	43.75
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	100-60-57200	9.09
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	100-64-57200	9.09
Sereca D. Huff-Huggins	INV0006306	02/09/2023	FEBRUARY 2023	100-10-51920	60.00
Melissa Megan Rust	INV0006307	02/09/2023	FEBRUARY 2023	100-12-51901	50.00
Ernest Burns	INV0006308	02/09/2023	FEBRUARY 2023	100-12-51901	50.00
Mark Heatwole	INV0006309	02/09/2023	FEBRUARY 2023	100-12-51901	50.00
Tammy Huff	INV0006310	02/09/2023	FEBRUARY 2023	100-12-51901	50.00
Linzy Neal	INV0006311	02/09/2023	FEBRUARY 2023	100-12-51901	50.00
Charles Ryan	INV0006312	02/09/2023	FEBRUARY 2023	100-12-51901	50.00
Jeff Hudgens	INV0006313	02/09/2023	SUPPLIES	100-30-52500	64.86
Blake Armstrong, PC	INV0006314	02/09/2023	ATTORNEY FEES	100-20-53611	1,235.25
Blake Armstrong, PC	INV0006314	02/09/2023	ATTORNEY FEES	100-99-53611	2,782.75
Allianz	INV0006315	02/09/2023	DUNCAN, GEDDIE JR, HILLIARD	100-35-51500	180.00
Pennys Kwik Lube	INV0006316	02/09/2023	VEHICLE MAINT	100-35-54350	1,557.11
Bureau Veritas North America	INV0006318	02/09/2023	INSPECTIONS	100-10-53612	76.92
Matthew Malone	INV0006319	02/09/2023	FEBRUARY 2023	100-60-51920	60.00
Melissa Davis	INV0006320	02/09/2023	FEBRUARY 2023	100-30-51920	60.00
Enterprise Fleet Managemnet C...	INV0006322	02/09/2023	615638	100-10-54350	33.39
Enterprise Fleet Managemnet C...	INV0006322	02/09/2023	615638	100-10-57150	796.95
Enterprise Fleet Managemnet C...	INV0006322	02/09/2023	615638	100-30-54350	607.08
Enterprise Fleet Managemnet C...	INV0006322	02/09/2023	615638	100-30-57150	3,737.20
Enterprise Fleet Managemnet C...	INV0006322	02/09/2023	615638	100-35-54350	15.00
Enterprise Fleet Managemnet C...	INV0006322	02/09/2023	615638	100-46-54350	15.00
Enterprise Fleet Managemnet C...	INV0006322	02/09/2023	615638	100-60-54350	175.62
Goode's Texaco	INV0006323	02/09/2023	VEHICLE MAINT	100-46-52455	81.25

Expense Approval Report

Payable Dates: 2/1/2023 - 2/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Goode's Texaco	INV0006323	02/09/2023	VEHICLE MAINT	100-46-54250	1,100.00
Goode's Texaco	INV0006323	02/09/2023	VEHICLE MAINT	100-60-52455	81.25
Xerox Corporation	INV0006329	02/09/2023	020-0159456-01	100-10-56650	47.74
Xerox Corporation	INV0006329	02/09/2023	020-0159456-01	100-12-56650	47.62
Xerox Corporation	INV0006329	02/09/2023	020-0159456-01	100-20-56650	47.62
Xerox Corporation	INV0006329	02/09/2023	020-0159456-002	100-30-56650	149.38
Xerox Corporation	INV0006329	02/09/2023	020-0159456-01	100-60-56650	47.62
Xerox Corporation	INV0006329	02/09/2023	3TX-394314	100-64-56650	52.74
Xerox Corporation	INV0006329	02/09/2023	020-0159456-01	100-99-56425	47.62
Texas Social Security Program	INV0006330	02/09/2023	SECTION218 OF THE SOCIAL SE...	100-99-53610	35.00
Global/Open Edge	INV0006331	02/10/2023	CREDIT CARDS	100-10-60885	168.37
Global/Open Edge	INV0006331	02/10/2023	CRDEIT CARDS	100-10-60885	35.79
City of Van	INV0006346	02/13/2023	REI PAYROLL PPE 2/10/2023	100-22900	40,386.04
BSN Sports LLC	920392072	02/16/2023	BASEBALL EQUIPMENT	100-60-57200	500.19
Verizon Wireless	9926734561	02/16/2023	413525357-00001	100-10-56701	441.97
Verizon Wireless	9926734561	02/16/2023	413525357-00001	100-12-56701	216.07
Verizon Wireless	9926734561	02/16/2023	413525357-00001	100-30-56701	397.93
Verizon Wireless	9926734561	02/16/2023	413525357-00001	100-46-56701	22.75
Verizon Wireless	9926734561	02/16/2023	413525357-00001	100-60-56701	395.15
VZ Farm and Ranch LLC	INV0006347	02/16/2023	K - 9 FOOD	100-30-53360	110.00
Republic Services	0070-003277751	02/17/2023	JANUARY 2023	100-99-56420	23,740.77
Leaf	14321026	02/17/2023	PANASONIC TOUGHPAD	100-30-57120	1,096.07
FR of Texas	408968	02/17/2023	UNIFORMS	100-30-56010	10.00
Flex Supply	7469	02/17/2023	EQUIPMENT	100-46-57200	235.00
Motorola Solutions Inc.	8230393692	02/17/2023	SUBSCRIPTION	100-30-56000	2,085.00
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780021309	100-99-54200	14.35
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780019041	100-99-54200	14.35
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780020278	100-99-54200	14.35
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780016554	100-99-54200	14.35
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780021309	100-99-56010	61.66
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780019041	100-99-56010	71.81
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780017787	100-99-56010	102.96
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780017788	100-99-56010	102.96
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780020278	100-99-56010	63.87
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780018983	100-99-56010	102.96
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780016554	100-99-56010	69.37
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780017790	100-99-56010	102.96
Deen Kubota	INV0006352	02/17/2023	EQUIPMENT MAINT	100-60-54200	284.58
Sunbelt Rentals	INV0006353	02/17/2023	MANLIFT	100-60-57250	1,344.00
KSA	INV0006354	02/17/2023	ENGINEERING	100-99-53610	2,275.00
Crow-Burlingame	INV0006358	02/17/2023	EQUIPMENT MAINT	100-60-54250	99.60
Crow-Burlingame	INV0006358	02/17/2023	VEHICLE & EQUIPMENT MAINT	100-60-54250	38.42
Crow-Burlingame	INV0006358	02/17/2023	VEHICLE & EQUIPMENT MAINT	100-60-54350	38.42
Crow-Burlingame	INV0006358	02/17/2023	TOOLS	100-60-54790	37.36
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	100-10-52250	21.55
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	100-12-52250	21.52
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	100-20-52250	21.52
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	100-30-52250	21.52
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	100-30-52250	459.96
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	100-35-52250	21.52
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	100-60-52250	21.52
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	100-64-52250	21.52
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	100-99-56425	21.52
Ark-La-Tex Shredding Company, ..959480		02/22/2023	SHRED DESTRUCTION	100-10-53610	5.96
Ark-La-Tex Shredding Company, ..959480		02/22/2023	SHRED DESTRUCTION	100-12-53610	5.96
Ark-La-Tex Shredding Company, ..959480		02/22/2023	SHRED DESTRUCTION	100-20-53610	5.96
Ark-La-Tex Shredding Company, ..959480		02/22/2023	SHRED DESTRUCTION	100-30-53610	5.96
Ark-La-Tex Shredding Company, ..959480		02/22/2023	SHRED DESTRUCTION	100-32-53610	5.96
Ark-La-Tex Shredding Company, ..959480		02/22/2023	SHRED DESTRUCTION	100-35-53610	5.96
Ark-La-Tex Shredding Company, ..959480		02/22/2023	SHRED DESTRUCTION	100-46-53610	5.96

Expense Approval Report

Payable Dates: 2/1/2023 - 2/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Ark-La-Tex Shredding Company, ..959480		02/22/2023	SHRED DESTRUCTION	100-60-53610	5.96
Ark-La-Tex Shredding Company, ..959480		02/22/2023	SHRED DESTRUCTION	100-64-53610	5.96
Centerpoint Energy	INV0006360	02/22/2023	11661741-6 CITY HALL GENERA...	100-10-56050	9.87
Centerpoint Energy	INV0006360	02/22/2023	2869657-3 CITY HALL	100-10-56050	41.14
Centerpoint Energy	INV0006360	02/22/2023	2869657-3 CITY HALL	100-20-56050	41.09
Centerpoint Energy	INV0006360	02/22/2023	11661741-6 CITY HALL GENERA...	100-20-56050	9.86
Centerpoint Energy	INV0006360	02/22/2023	2869657-3 CITY HALL	100-30-56050	41.09
Centerpoint Energy	INV0006360	02/22/2023	6400233473-4 113 W MAIN	100-30-56050	133.85
Centerpoint Energy	INV0006360	02/22/2023	11661741-6 CITY HALL GENERA...	100-30-56050	9.86
Centerpoint Energy	INV0006360	02/22/2023	2869657-3 CITY HALL	100-35-56050	41.09
Centerpoint Energy	INV0006360	02/22/2023	11661741-6 CITY HALL GENERA...	100-35-56050	9.86
Centerpoint Energy	INV0006360	02/22/2023	2868803-4 FIRE DEPT	100-35-56050	1,099.52
Centerpoint Energy	INV0006360	02/22/2023	11661741-6 CITY HALL GENERA...	100-46-56050	9.86
Centerpoint Energy	INV0006360	02/22/2023	2869657-3 CITY HALL	100-46-56050	41.09
Centerpoint Energy	INV0006360	02/22/2023	11661741-6 CITY HALL GENERA...	100-60-56050	9.86
Centerpoint Energy	INV0006360	02/22/2023	2869657-3 CITY HALL	100-60-56050	41.09
Centerpoint Energy	INV0006360	02/22/2023	6401930091-8 301 WYOMING	100-60-56050	90.54
Centerpoint Energy	INV0006360	02/22/2023	11661741-6 CITY HALL GENERA...	100-64-56050	9.86
Centerpoint Energy	INV0006360	02/22/2023	2869657-3 CITY HALL	100-64-56050	41.09
Centerpoint Energy	INV0006360	02/22/2023	11661741-6 CITY HALL GENERA...	100-99-56425	9.86
Centerpoint Energy	INV0006360	02/22/2023	2869657-3 CITY HALL	100-99-56425	41.09
City of Van Economic Developm...	INV0006361	02/23/2023	FEBRUARY 2023	100-99-60100	24,620.38
Cynergy Technology	TY63482	02/23/2023	IT SERVICES	100-99-53605	3,525.20
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	TELEPHONE	100-10-56700	154.79
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	INTERNET	100-10-56705	54.80
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	TELEPHONE	100-20-56700	37.36
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	INTERNET	100-20-56705	54.80
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	TELEPHONE	100-30-56700	176.14
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	INTERNET	100-30-56705	54.80
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	TELEPHONE	100-35-56700	42.70
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	INTERNET	100-35-56705	54.80
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	INTERNET	100-60-56705	54.80
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	TELEPHONE	100-64-56700	16.01
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	INTERNET	100-64-56705	133.09
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	TELEPHONE	100-99-56425	26.69
Peoples Telephone Cooperative,...	INV0006362	02/24/2023	INTERNET	100-99-56425	148.75
Northwestern Mutual	INV0006363	02/24/2023	LIFE INSURANCE	100-35-51500	263.73
City of Van	INV0006378	02/27/2023	REI PAYROLL GF PPE 2/24/2023	100-22900	41,930.70
Fund 100 - General Fund Total:					178,090.53
Fund: 200 - Hotel Occupancy Tax Fund					
Leon's Signs Inc	221152-2	02/02/2023	ELECTRONIC MESSAGE SIGN	200-99-57138	23,187.04
Texas Bank and Trust	INV0006303	02/02/2023	MALONE 4828	200-99-53250	670.50
Texas Bank and Trust	INV0006303	02/02/2023	MALONE 4828	200-99-53250	98.00
Texas Bank and Trust	INV0006303	02/02/2023	MALONE 4828	200-99-53250	199.00
Texas Bank and Trust	INV0006303	02/02/2023	JOHNSON 9722	200-99-57138	35.19
Bel USA LLC	INV0006321	02/09/2023	ADVERTISING	200-99-53250	579.09
Goode's Texaco	INV0006325	02/09/2023	61-MUSEUM	200-99-54205	50.80
Hansel Custom Homes	INV0006348	02/16/2023	ELECTRONIC MESSGAE SIGN	200-99-57138	2,072.00
Crow-Burlingame	INV0006357	02/17/2023	MUSEUM	200-99-54205	60.77
Fund 200 - Hotel Occupancy Tax Fund Total:					26,952.39
Fund: 417 - Capital Projects - Water					
KSA	INV0006304	02/02/2023	Wastewater Treatment Plant Inf..	417-99-57131	9,274.75
KSA	INV0006327	02/09/2023	Water Well No 4 Replacement	417-99-57128	23,440.00
KSA	INV0006355	02/17/2023	Wastewater Treatment Plant Inf..	417-99-57131	6,825.00
Fund 417 - Capital Projects - Water Total:					39,539.75
Fund: 500 - Water / Wastewater Fund					
Brynda Pool	628761	02/02/2023	CLEANING -WATER	500-99-53810	310.00
Ana-Lab	A0569486	02/02/2023	LABS FOR JANUARY	500-40-56400	122.00
Ana-Lab	A0569486	02/02/2023	LABS FOR JANUARY	500-45-56400	956.00

Expense Approval Report

Payable Dates: 2/1/2023 - 2/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Matheson Tri-Gas Inc	INV0006299	02/02/2023	SUPPLIES	500-40-54250	144.11
Texas Bank and Trust	INV0006300	02/02/2023	MALONE 4828	500-40-54250	17.23
Texas Bank and Trust	INV0006300	02/02/2023	GREEN 7624	500-40-54600	32.48
Texas Bank and Trust	INV0006300	02/02/2023	MALONE 4828	500-40-57200	26.25
Texas Bank and Trust	INV0006300	02/02/2023	JOHNSON 9722	500-45-54250	24.85
Texas Bank and Trust	INV0006300	02/02/2023	GREEN 7624	500-45-54510	44.32
Johnson Lab & Supply Inc.	INV0006301	02/02/2023	258022-000	500-40-52950	1,256.64
Johnson Lab & Supply Inc.	INV0006301	02/02/2023	257597-000	500-40-52950	110.00
Johnson Lab & Supply Inc.	INV0006301	02/02/2023	258022-000	500-45-52950	1,256.64
Johnson Lab & Supply Inc.	INV0006301	02/02/2023	257597-000	500-45-52950	110.00
TXU Energy	054203184783	02/09/2023	6747560 310 Chestnut Dr	500-10-56050	31.39
TXU Energy	054203184783	02/09/2023	4811861 310 Chestnut Dr Grdl	500-10-56050	4.30
TXU Energy	054203184783	02/09/2023	3661090 199 S Maple	500-10-56050	3.15
TXU Energy	054203184783	02/09/2023	4019854 642 S Bois D Arc	500-40-56050	26.89
TXU Energy	054203184783	02/09/2023	4515436 283 E Pennsylvania	500-40-56050	10.15
TXU Energy	054203184783	02/09/2023	2723178 642 S Bois D Arc Water..	500-40-56050	186.35
TXU Energy	054203184783	02/09/2023	4811861 310 Chestnut Dr Grdl	500-40-56050	4.30
TXU Energy	054203184783	02/09/2023	8605483 337 E Pennsylvania	500-40-56050	99.90
TXU Energy	054203184783	02/09/2023	6747560 310 Chestnut Dr	500-40-56050	31.39
TXU Energy	054203184783	02/09/2023	3661090 199 S Maple	500-40-56050	3.14
TXU Energy	054203184783	02/09/2023	7549003 304 S Bois D Arc	500-40-56050	108.00
TXU Energy	054203184783	02/09/2023	7315803 881 E Main Sewr 2	500-45-56050	89.84
TXU Energy	054203184783	02/09/2023	2739973 902 Parkrow	500-45-56050	2,493.94
TXU Energy	054203184783	02/09/2023	3661090 199 S Maple	500-45-56050	3.14
TXU Energy	054203184783	02/09/2023	4811861 310 Chestnut Dr Grdl	500-45-56050	4.27
TXU Energy	054203184783	02/09/2023	6587383 359 Hickory	500-45-56050	37.35
TXU Energy	054203184783	02/09/2023	9787327 153 Redbud Pump	500-45-56050	8.58
TXU Energy	054203184783	02/09/2023	9544938 9615 FM 16 Sewr	500-45-56050	10.97
TXU Energy	054203184783	02/09/2023	4514940 237 Waynes Alley	500-45-56050	15.42
TXU Energy	054203184783	02/09/2023	6747560 310 Chestnut Dr	500-45-56050	31.35
Texas Excavation Safety System,...	23-01370	02/09/2023	VANTX01	500-99-53610	16.15
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	500-10-57200	9.09
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	500-40-57200	9.09
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	500-40-57200	43.75
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	500-45-57200	9.09
East Texas Ice Machines	3470	02/09/2023	ICE MACHINE	500-45-57200	43.75
Ferrellgas	5007515800	02/09/2023	WELL # 1	500-40-54600	1,417.33
Dataprose LLC	DP2300115	02/09/2023	BILL PERIOD 1/1/2023 - 1/31/2...	500-10-56550	866.47
Enterprise Fleet Managemnet C...	INV0006322	02/09/2023	615638	500-10-57150	835.77
Enterprise Fleet Managemnet C...	INV0006322	02/09/2023	615638	500-40-54350	118.14
Enterprise Fleet Managemnet C...	INV0006322	02/09/2023	615638	500-45-54350	7.50
Goode's Texaco	INV0006323	02/09/2023	VEHICLE MAINT	500-40-52455	81.25
Goode's Texaco	INV0006323	02/09/2023	VEHICLE MAINT	500-45-52455	81.25
KSA	INV0006326	02/09/2023	ENGINEERING	500-99-53610	740.00
Frontier Communications	INV0006328	02/09/2023	903-963-5360-110104-5 SEWR L...	500-45-56700	73.81
Xerox Corporation	INV0006329	02/09/2023	020-0159456-01	500-40-56650	47.64
Global/Open Edge	INV0006331	02/10/2023	CREDIT CARDS	500-10-60885	1,515.34
Global/Open Edge	INV0006331	02/10/2023	CRDEIT CARDS	500-10-60885	322.10
City of Van	INV0006346	02/13/2023	REI PAYROLL W S PPE 2/10/20...	500-22900	15,027.32
Verizon Wireless	9926734561	02/16/2023	413525357-00001	500-10-56701	21.77
Verizon Wireless	9926734561	02/16/2023	413525357-00001	500-40-56701	119.49
Verizon Wireless	9926734561	02/16/2023	413525357-00001	500-45-56701	21.78
Underground Utility Supply	INV0006349	02/16/2023	SUPPLIES	500-45-54500	1,021.58
Underground Utility Supply	INV0006349	02/16/2023	SUPPLIES	500-45-54500	750.00
KEVIN STRYKER	2023	02/17/2023	TOWERS	500-40-54560	95.00
JDR Contracting, INC	832	02/17/2023	WATER REPAIR - ELM ST	500-40-54420	2,500.00
Corpro Companies Inc	87940	02/17/2023	INSPECTION SERVICE	500-40-54560	705.00
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780017789	500-99-56010	102.96
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780021309	500-99-56010	61.67
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780020278	500-99-56010	63.86

Expense Approval Report

Payable Dates: 2/1/2023 - 2/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780016554	500-99-56010	69.36
UniFirst Corp. Attention: Accou...	INV0006351	02/17/2023	2780019041	500-99-56010	71.82
KSA	INV0006354	02/17/2023	ENGINEERING	500-99-53610	2,275.00
Core & Main	INV0006356	02/17/2023	SUPPLIES	500-45-54500	1,748.60
Crow-Burlingame	INV0006358	02/17/2023	EQUIPMENT MAINT	500-40-52500	13.49
Crow-Burlingame	INV0006358	02/17/2023	WWTP	500-45-54510	17.69
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	500-10-52250	21.52
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	500-40-52250	21.52
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	500-45-52250	10.69
Staples Advantage,Dept Dal	INV0006359	02/17/2023	SUPPLIES	500-45-52250	21.53
Ark-La-Tex Shredding Company, ..959480		02/22/2023	SHRED DESTRUCTION	500-10-53610	5.96
Ark-La-Tex Shredding Company, ..959480		02/22/2023	SHRED DESTRUCTION	500-40-53610	5.96
Ark-La-Tex Shredding Company, ..959480		02/22/2023	SHRED DESTRUCTION	500-45-53610	5.94
Centerpoint Energy	INV0006360	02/22/2023	2869657-3 CITY HALL	500-10-56050	41.09
Centerpoint Energy	INV0006360	02/22/2023	11661741-6 CITY HALL GENERA...	500-10-56050	9.86
Centerpoint Energy	INV0006360	02/22/2023	11661741-6 CITY HALL GENERA...	500-40-56050	9.86
Centerpoint Energy	INV0006360	02/22/2023	2869657-3 CITY HALL	500-40-56050	41.09
Centerpoint Energy	INV0006360	02/22/2023	11661741-6 CITY HALL GENERA...	500-45-56050	9.86
Centerpoint Energy	INV0006360	02/22/2023	2869657-3 CITY HALL	500-45-56050	41.13
Peoples Telephone Cooperative,..	INV0006362	02/24/2023	INTERNET	500-10-56705	54.80
Peoples Telephone Cooperative,..	INV0006362	02/24/2023	INTERNET	500-40-56705	86.12
Peoples Telephone Cooperative,..	INV0006362	02/24/2023	TELEPHONE	500-45-56700	80.06
Peoples Telephone Cooperative,..	INV0006362	02/24/2023	INTERNET	500-45-56705	86.12
City of Van	INV0006378	02/27/2023	REI PAYROLL W S PPE 2/24/20...	500-22900	12,666.73
Fund 500 - Water / Wastewater Fund Total:					51,758.09

Fund: 900 - Payroll Fund

Texas Child Support SDU	INV0006341	02/13/2023	Child Support - Case ID#001372...	900-20500	301.38
Texas Child Support SDU	INV0006373	02/27/2023	Child Support - Case ID#001372...	900-20500	301.38
Fund 900 - Payroll Fund Total:					602.76
Grand Total:					296,943.52

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	178,090.53
200 - Hotel Occupancy Tax Fund	26,952.39
417 - Capital Projects - Water	39,539.75
500 - Water / Wastewater Fund	51,758.09
900 - Payroll Fund	602.76
Grand Total:	296,943.52

Account Summary

Account Number	Account Name	Payment Amount
100-10-51920	Phone Allowance	60.00
100-10-52250	Office Supplies	21.55
100-10-53610	Professional Services or F...	5.96
100-10-53612	Contract Inspection and P...	76.92
100-10-54350	Vehicle – Maint & Repairs	33.39
100-10-56050	Utilities	438.11
100-10-56650	Copier Lease	47.74
100-10-56700	Telephone Service	154.79
100-10-56701	Cellular Service	441.97
100-10-56705	Internet Service	54.80
100-10-56800	Travel/Lodging/Meals	23.81
100-10-57150	Vehicles - Cap Outlay	796.95
100-10-57200	Equipment	9.10
100-10-60885	Credit Card Payment Proc...	204.16
100-12-51901	City Council Stipend	300.00
100-12-52250	Office Supplies	21.52
100-12-53610	Professional Services or F...	5.96
100-12-56650	Copier Lease	47.62
100-12-56701	Cellular Service	216.07
100-20-52250	Office Supplies	21.52
100-20-53610	Professional Services or F...	5.96
100-20-53611	Attorney Fees	1,235.25
100-20-56050	Utilities	90.48
100-20-56650	Copier Lease	47.62
100-20-56700	Telephone Service	37.36
100-20-56705	Internet Service	54.80
100-20-57200	Equipment	9.09
100-20920	Sales Tax Payable - Garba...	2,951.13
100-22900	DUE TO PAYROLL	82,316.74
100-30-51920	Phone Allowance	60.00
100-30-52250	Office Supplies	481.48
100-30-52500	Supplies	74.83
100-30-53360	K-9 Officer Expenses	110.00
100-30-53610	Professional Services or F...	80.96
100-30-54350	Vehicle – Maint & Repairs	624.38
100-30-56000	Dues and Subscriptions	2,085.00
100-30-56010	Uniform & Clothing	244.97
100-30-56050	Utilities	487.01
100-30-56650	Copier Lease	149.38
100-30-56700	Telephone Service	176.14
100-30-56701	Cellular Service	397.93
100-30-56705	Internet Service	54.80
100-30-56800	Travel/Lodging/Meals	255.48
100-30-57120	Capital Expense/Patrol Ve...	1,096.07
100-30-57150	Vehicles - Cap Outlay	3,737.20
100-30-57200	Equipment	9.09
100-32-53610	Professional Services or F...	5.96
100-32-57200	Equipment	9.09

Account Summary

Account Number	Account Name	Payment Amount
100-35-51500	Benefits-Health, Dental,Vi...	707.46
100-35-52250	Office Supplies	21.52
100-35-52500	Supplies	107.74
100-35-53610	Professional Services or F...	5.96
100-35-54200	Building & Grounds Maint...	44.09
100-35-54350	Vehicle – Maint & Repairs	1,792.91
100-35-56050	Utilities	1,481.07
100-35-56700	Telephone Service	42.70
100-35-56705	Internet Service	54.80
100-35-57200	Equipment	9.09
100-46-52455	Equipment Fuel	81.25
100-46-53610	Professional Services or F...	5.96
100-46-54250	Equipment – Maint & Rep...	1,111.41
100-46-54350	Vehicle – Maint & Repairs	15.00
100-46-56050	Utilities	5,123.95
100-46-56701	Cellular Service	22.75
100-46-57200	Equipment	287.84
100-60-51920	Phone Allowance	60.00
100-60-52250	Office Supplies	21.52
100-60-52455	Equipment Fuel	81.25
100-60-53610	Professional Services or F...	5.96
100-60-54200	Building & Grounds Maint...	484.32
100-60-54250	Equipment – Maint & Rep...	194.72
100-60-54350	Vehicle – Maint & Repairs	214.04
100-60-54790	Tools	37.36
100-60-56050	Utilities	1,750.26
100-60-56100	Training/Education	64.00
100-60-56650	Copier Lease	47.62
100-60-56701	Cellular Service	395.15
100-60-56705	Internet Service	54.80
100-60-57200	Equipment	729.28
100-60-57250	Equipment Lease / Tool R...	1,344.00
100-64-52250	Office Supplies	21.52
100-64-53013	Book Purchase - Library B...	39.94
100-64-53610	Professional Services or F...	5.96
100-64-56050	Utilities	89.78
100-64-56650	Copier Lease	52.74
100-64-56700	Telephone Service	16.01
100-64-56705	Internet Service	133.09
100-64-57200	Equipment	9.09
100-99-53270	Ambulance Membership ...	2,835.00
100-99-53605	IT Services	3,525.20
100-99-53610	Professional Services or F...	2,310.00
100-99-53611	Attorney Fees	2,782.75
100-99-53615	Promotional Events & Tra...	29.99
100-99-53810	Janitorial Service	310.00
100-99-53930	Legal and Filing Fees	52.00
100-99-54200	Building & Grounds Maint...	57.40
100-99-56010	Uniform & Clothing	678.55
100-99-56420	Garbage Service Expense	23,740.77
100-99-56425	EDC Expense to be Reimb...	510.44
100-99-60100	Sales Tax Due to EDC	24,620.38
200-99-53250	Advertising/Publications	1,546.59
200-99-54205	Museum	111.57
200-99-57138	Signage	25,294.23
417-99-57128	Replace Water Well # 4	23,440.00
417-99-57131	Wastewater Plant Improv...	16,099.75
500-10-52250	Office Supplies	21.52

Account Summary

Account Number	Account Name	Payment Amount
500-10-53610	Professional Services or F...	5.96
500-10-56050	Utilities	89.79
500-10-56550	Postage	866.47
500-10-56701	Cellular Service	21.77
500-10-56705	Internet Service	54.80
500-10-57150	Vehicles - Cap Outlay	835.77
500-10-57200	Equipment	9.09
500-10-60885	Credit Card Payment Proc...	1,837.44
500-22900	DUE TO PAYROLL	27,694.05
500-40-52250	Office Supplies	21.52
500-40-52455	Equipment Fuel	81.25
500-40-52500	Supplies	13.49
500-40-52950	Chemicals	1,366.64
500-40-53610	Professional Services or F...	5.96
500-40-54250	Equipment – Maint & Rep...	161.34
500-40-54350	Vehicle – Maint & Repairs	118.14
500-40-54420	Maint & Repairs - Distribu...	2,500.00
500-40-54560	Maint & Repairs - Elevated..	800.00
500-40-54600	Maint & Repairs - Water ...	1,449.81
500-40-56050	Utilities	521.07
500-40-56400	Permits, License and Lab...	122.00
500-40-56650	Copier Lease	47.64
500-40-56701	Cellular Service	119.49
500-40-56705	Internet Service	86.12
500-40-57200	Equipment	79.09
500-45-52250	Office Supplies	32.22
500-45-52455	Equipment Fuel	81.25
500-45-52950	Chemicals	1,366.64
500-45-53610	Professional Services or F...	5.94
500-45-54250	Equipment – Maint & Rep...	24.85
500-45-54350	Vehicle – Maint & Repairs	7.50
500-45-54500	Maint & Repairs - Sewer S...	3,520.18
500-45-54510	Maint & Repairs - WWTP	62.01
500-45-56050	Utilities	2,745.85
500-45-56400	Permits, License and Lab...	956.00
500-45-56700	Telephone Service	153.87
500-45-56701	Cellular Service	21.78
500-45-56705	Internet Service	86.12
500-45-57200	Equipment	52.84
500-99-53610	Professional Services or F...	3,031.15
500-99-53810	Janitorial Service	310.00
500-99-56010	Uniform & Clothing	369.67
900-20500	Child Support	602.76
Grand Total:		296,943.52

Project Account Summary

Project Account Key	Payment Amount
None	296,943.52
Grand Total:	296,943.52



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



SCORECARD

Bonus Points
Available
20,462

Account Summary

Billing Cycle	02/10/2023
Days In Billing Cycle	28
Previous Balance	\$2,271.01
Purchases	+ \$4,044.87
Cash	+ \$0.00
Balance Transfers	+ \$0.00
Special	+ \$0.00
Credits	- \$0.00
Payments	- \$2,271.01
Other Charges	+ \$0.00
Finance Charges	+ \$0.00

NEW BALANCE \$4,044.87

Credit Summary

Total Credit Line	\$32,500.00
Available Credit Line	\$28,455.13
Available Cash	\$28,455.13
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 \$4,044.87

MINIMUM PAYMENT \$142.00

PAYMENT DUE DATE 03/07/2023

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 \$2,271.01-

Trans Date	Post Date	Reference Number	Transaction Description	Amount
02/03	02/03	BL ACC100928	PAYMENT - THANK YOU	\$2,271.01-

Cardholder Account Summary

SERECA D HUFF #### 7480	Payments & Other Credits \$0.00	Purchases & Other Charges \$1,478.00	Cash Advances \$0.00	Total Activity \$1,478.00
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/13	01/15	PBUS01	24755423014160143143961	EMBASSY SUITES DENTON TX	\$369.28
01/18	01/19	PBUS01	24431063018083307471055	AMAZON.COM*RF2CV5OZ3 AMZN	\$4.03
				AMZN.COM/BILL WA	
01/19	01/19	PBUS01	24011343019000005709084	SPORTSENGINE WWW.SPORTSENG MN	\$749.00

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

02/10/23

New Balance

\$4,044.87

Total Minimum
Payment Due

\$142.00

Payment Due Date

03/07/23



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



2889

MAKE CHECK PAYABLE TO:



VISA
PO BOX 6818
CAROL STREAM IL 60197-6818

18 4003 6570 4072 0514 00014200 00404487 4



BL ACCT 00100928-10000000
CITY OF VAN
Account Number: ##### 0514
Page 3 of 4

Cardholder Account Detail Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/25	01/26	PBUS01	24692163025100590780282	AMZN Mktp US*O69654693 Amzn.com/bill WA	\$107.55
01/29	01/30	PBUS01	24692163029100390377962	AMZN Mktp US*HE6316QM3 Amzn.com/bill WA	\$25.95
02/02	02/03	PBUS01	24492153033717599805225	EB LAND USE FUNDAMENT 801-413-7200 CA	\$150.00
02/06	02/06	PBUS01	24692163037105744767487	AMZN Mktp US*H11X082C3 Amzn.com/bill WA	\$53.90
02/05	02/07	PBUS01	24943003037091839000288	PIZZA HUT 009208 CANTON TX	\$18.29

Cardholder Account Summary

MELISSA DAVIS ##### 7530	Payments & Other Credits \$0.00	Purchases & Other Charges \$794.21	Cash Advances \$0.00	Total Activity \$794.21
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/18	01/19	PBUS01	24941663018200230021324	BLAUER MANUFACTURING 800-225-6715 MA	\$89.97
01/24	01/25	PBUS01	24692163024109753971720	AMZN Mktp US*DC8Y73XI3 Amzn.com/bill WA	\$64.94
01/26	01/26	PBUS01	24692163026100714694954	LAW ENFORCEMENT SYSTEM 903-872-2511 TX	\$115.00
01/31	02/01	PBUS01	24492153031852172768821	TRIPLE I SOLUTIONS 903-392-0308 TX	\$249.00
02/01	02/02	PBUS01	24071053032939170427300	SYMBOLARTS WEBSITE 801-4756000 UT	\$20.30
01/31	02/02	PBUS01	24223693032030033212525	OSS ACADEMY 281-288-9190 TX	\$160.00
02/07	02/09	PBUS01	24223693039030034102793	OSS ACADEMY 281-288-9190 TX	\$95.00

Cardholder Account Summary

FIRE CHIEF ##### 9136	Payments & Other Credits \$0.00	Purchases & Other Charges \$14.60	Cash Advances \$0.00	Total Activity \$14.60
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/17	01/18	PBUS01	24207853017207400267584	HILLIARD HARDWARE VAN TX	\$14.60

Cardholder Account Summary

KEVIN N JOHNSON ##### 9722	Payments & Other Credits \$0.00	Purchases & Other Charges \$723.61	Cash Advances \$0.00	Total Activity \$723.61
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/26	01/27	PBUS01	24801973026726570348358	HOLT CAT-MT TYLER TX <i>mark</i>	\$670.19
02/09	02/10	PBUS01	24137463041500120846997	TST* SOULMAN'S BBQ - VAN VAN TX <i>street equip making</i>	\$53.42

Cardholder Account Summary

MATTHEW MALONE ##### 4828	Payments & Other Credits \$0.00	Purchases & Other Charges \$1,034.45	Cash Advances \$0.00	Total Activity \$1,034.45
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/17	01/18	PBUS01	24207853017207400267246	HILLIARD HARDWARE VAN TX	\$11.50
01/17	01/18	PBUS01	24207853017207400267469	HILLIARD HARDWARE VAN TX	\$7.99
01/21	01/22	PBUS01	24943003021083325099260	PSI SERVICES LLC USD 818-847-6180 CA	\$64.00
01/20	01/22	PBUS01	24207853020206800089718	VAN ZANDT CO, TX GRAND SA FORT WORTH TX	\$2.00
01/20	01/22	PBUS01	24207853020206800089858	VAN ZANDT CO, TX GRAND SA GRAND SALINE TX	\$47.25
01/25	01/26	PBUS01	24207853025202500232604	HILLIARD HARDWARE VAN TX	\$10.46
01/25	01/26	PBUS01	24492153025740259068512	SQ *VANDAL NATION S 877-417-4551 TX	\$118.38
02/02	02/02	PBUS01	24692163033102776511093	GIH*GLOBALINDUSTRIALEQ 800-645-2986 FL	\$151.44
02/03	02/05	PBUS01	24332393036000019393533	STANDARD SUPPLY - ATHENS 903-6755723 TX	\$582.33



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

Meeting Date: March 9, 2023

Department:

Administration

Agenda Item:

Discuss using hotel/motel tax to build pickleball courts at McMillan Park.

Background:

Financial Impact:

Recommendation:

For more information, please contact City Hall at (903) 963-7216.

CITY OF VAN FIRE DEPARTMENT MONTHLY REPORT

FY 2022-2023

	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	14	4	29%	7	50%	3	21%	1	1	29.3	0	10	3	10	1
NOVEMBER	18	5	28%	11	61%	4	22%	1	4	60.32	0	0	6	12	0
DECEMBER	16	5	31%	10	63%	1	6%	4	2	54.38	0	0	6	9	1
JANUARY	28	5	18%	14	50%	9	32%	3	3	71.72	0	0	9	14	5
FEBRUARY	21	10	48%	7	33%	4	19%	3	1	50.67	0	12	9	11	1
MARCH															
APRIL															
MAY															
JUNE															
JULY															
AUGUST															
SEPTEMBER															
YEAR TO DATE	97	29	30%	49	51%	21	22%	12	11	266.39	0.00	22	33	56	8

NOTES

CITY COUNCIL MONTHLY REPORT

February 2023

Citations filed with the court	97
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February Closed Cases	92
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Dismissals:	25
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Dismissed by Prosecutor	4
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FTA/VPTA Amnesty	3
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Finding of Not Guilty	0
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Drivers Safety Course	5
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Deferred Disposition	8
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Proof of Insurance	2
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Other Compliance Dismissals	1
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Waived/Voiced	0
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Number Paid in Full	53
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Non-Cash Credit:

Time Served	8
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Community Service	0
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Number of Appealed Cases	6
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92

Number of Pre-Trials	0
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Number of Jury Trials	0
------------------------------	----------

Number of Non-Jury Trials	0
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Number of Show Cause Hearings	2
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Parks Department city council report for February

Employees:

Tommy Smith

Marcos Orozco

Chuck Thomas

Monthly updates

- Baseball/Softball signups are now Complete. The total numbers of registrants are 277 kids.
- We were awarded the 8u coach pitch boys state tournament by Ttab/Ttas association.
- Sprinkler project for the city ball field is scheduled for March 8, 2023. We will now have water on field 1,2,4,5. This Project was funded using a Public-Private Partnership.
- Included in the packet is a rendering of the sign for McMillan Park.



Van Police Department

189 S. Maple Street, Van, Texas 75790
Office: (903) 963-5642 Fax: (903) 963-3431



February 2023

CFS	208
Traffic Stops	208
Citations	94
Warnings	248
Offense/ Incidents	45
Arrests	6
Security Checks	53

No additional notes this month.

Call Type Report

VAN POLICE DEPARTMENT

From: 02/01/2023

To: 02/28/2023

Call Type Description	Number of Calls
	2
10-50	21
AGENCY ASSIST - EMS	16
AGENCY ASSIST - FIRE DEPARTMENT	2
AGENCY ASSIST - LAW ENFORCEMENT	16
AGENCY ASSIST - OTHER	5
AGENCY ASSIST- DEPLOY SPIKES	1
ALARM	4
ANIMAL CALL	8
BURGLARY	2
CITY ORDINANCE VIOLATION	1
CIVIL MATTER	1
CODE ENFORCEMENT	1
CRIMINAL MISCHIEF	1
CRIMINAL TRESPASS	9
DISTURBANCE	13
HARASSMENT	4
IDENTITY THEFT	1
ILLEGAL DUMPING	1
INFORMATION	5
INQUEST	2
MISCELLANEOUS	1
MISSING/RUNAWAY PERSON	2
MOTORIST ASSIST	21
OTHER	14
RECKLESS DRIVER	7
RECOVER STOLEN VEHICLE	2

Call Type Report

VAN POLICE DEPARTMENT

From: 02/01/2023

To: 02/28/2023

Call Type Description	Number of Calls
RETALIATION	1
SELECT	5
STRANDED MOTORIST	2
SUICIDAL SUBJECT	3
SUSPICIOUS ACTIVITY	15
SUSPICIOUS CIRCUMSTANCE	2
SUSPICIOUS CIRCUMSTANCES	1
SUSPICIOUS PERSON	4
THEFT	1
THREATS	1
TOW FMFR	1
WELFARE CONCERN	9

Security Check Total Report
VAN POLICE DEPARTMENT
From: 02/01/2023 To: 02/28/2023

Number of Security Checks: 53



City of Van

Public Works Report

March 9, 2023

Council Meeting

Staff:

Kevin Johnson

Jose Guerrero

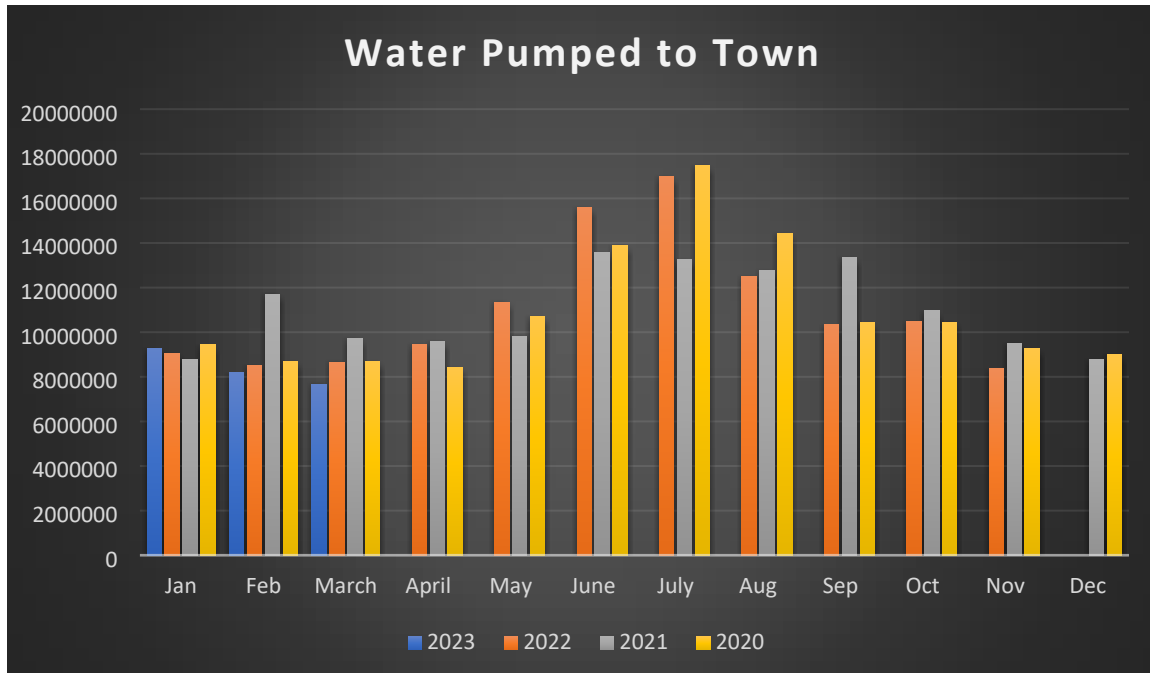
Jeff Green

Trent Pamplin

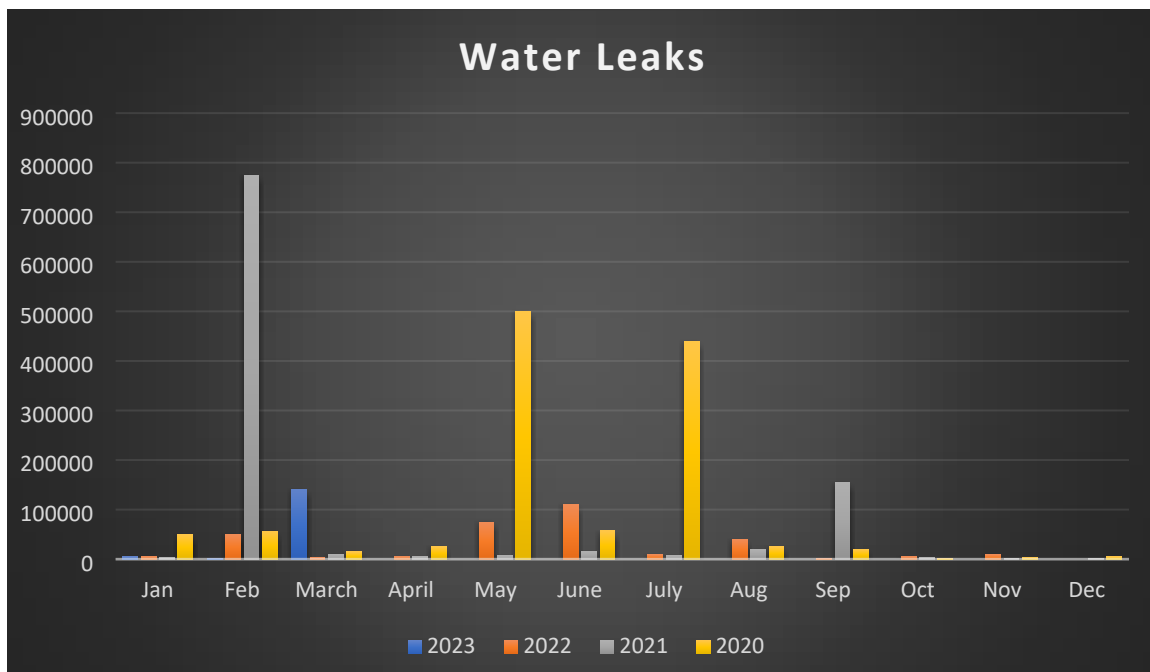
Marty McClellen

Water

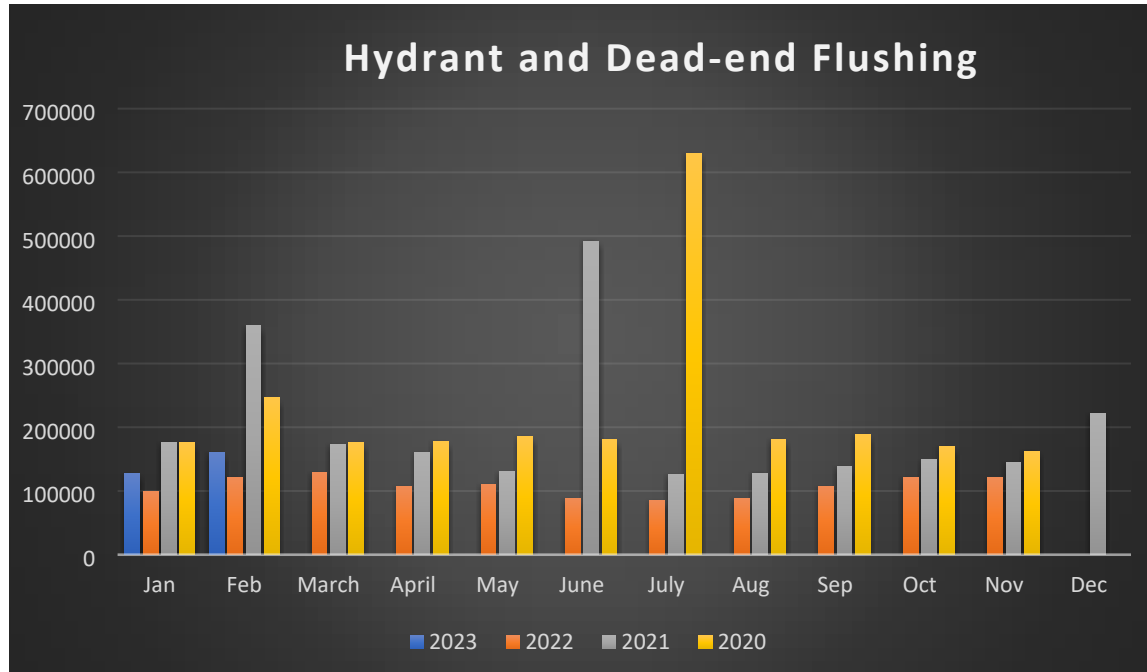
Water Pumped to Town 7,677,000



4 Leaks 141,000



Flushing 156,350

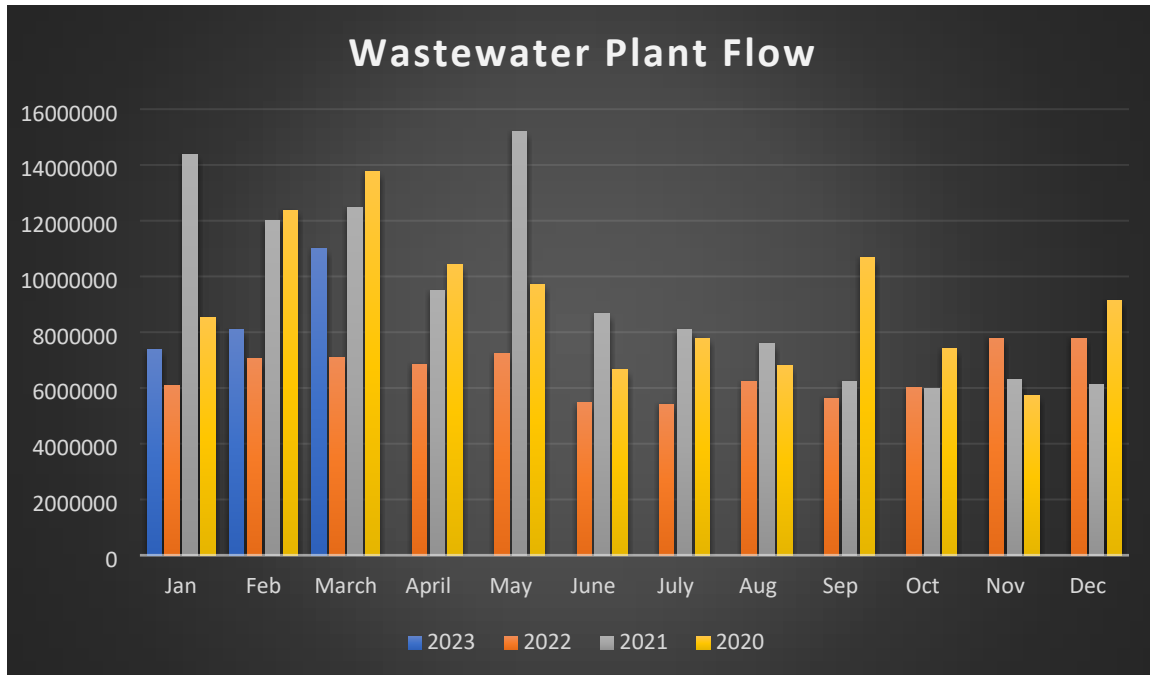


Leak Report

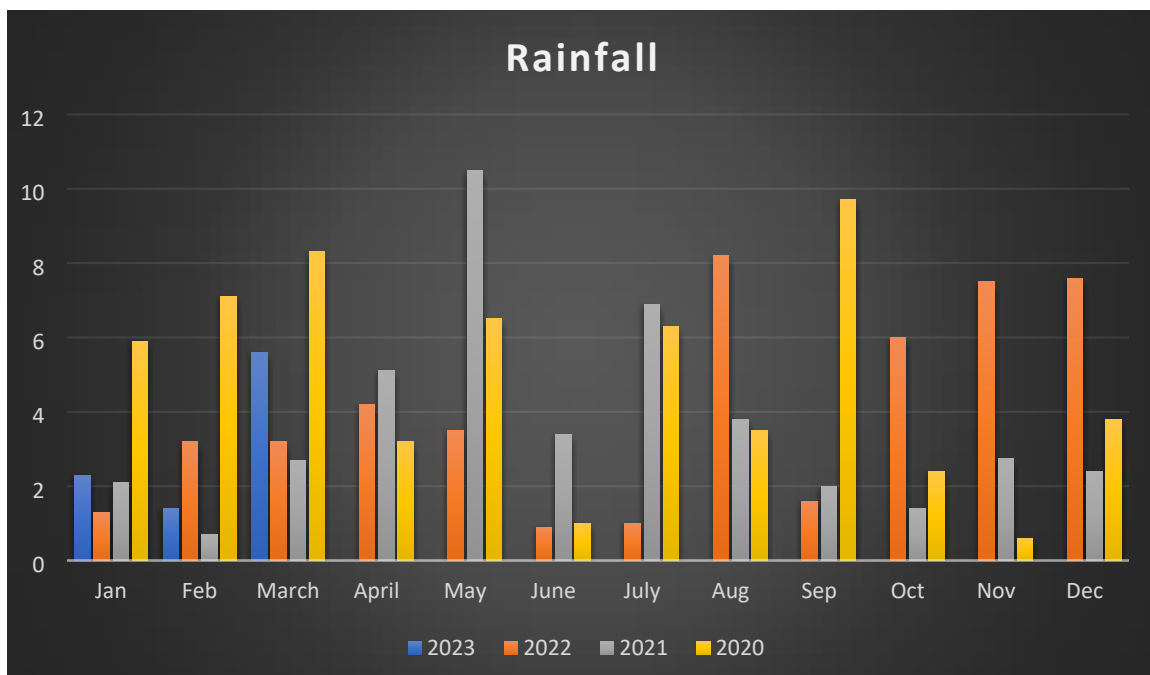
- We had 4 leak this month. E Penn, Fir, W Ohio and Elm

Wastewater

Wastewater Plant Flow 11,003,000



Rainfall 5.6"



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 9, 2023

Department:

Administration

Agenda Item:

Public Hearing concerning the Annexation Petition of Duff Real Estate, LLC, for the City Limits of Van, Texas.

Background:

Financial Impact:

Recommendation:

For more information, please contact City Hall at (903) 963-7216.



DATA SHEET
AGENDA ITEM NO. VIII.B.

Meeting Date: March 9, 2023

Department:

Administration

Agenda Item:

Discussion, Consideration, and Possible Action on Ordinance 03-09-2023 annexing 5.00 acres of the J. Thomas Survey into the City Limits of Van, Texas for Duff Real Estate, LLC,.

Background:

Discussion, Consideration, and Possible Action on Ordinance 03-09-2023 annexing 5.00 acres of the J. Thomas Survey into the City Limits of Van, Texas for Duff Real Estate, LLC,.

Financial Impact:

Increase in property tax and sales tax.

Recommendation:

Approve

For more information, please contact City Hall at (903) 963-7216.

ORDINANCE NUMBER 03-09-2023

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF VAN, TEXAS ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF VAN, TEXAS, AND EXTENDING THE BOUNDARY OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY LIMITS AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL THE ACTS AND ORDINANCES OF SAID CITY.

WHEREAS, the City is authorized to annex territory in accordance with Texas Local Government Code §43.001, *et seq.*; and

WHEREAS, said territory proposed to be annexed is within the City's extraterritorial jurisdiction, is contiguous to the City and is one-half mile or less in width; and

WHEREAS, the City has received a petition (attached hereto as **Exhibit A**) in writing to annex the hereinafter described territory; and

WHEREAS, after holding a public hearing and hearing arguments for and against the same, the governing body has voted to annex said territory into the City under the authority of §43.0671 of the Texas Local Government Code.

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

SECTION 1.

That the heretofore described property, more specifically described in **Exhibit B** attached to this Ordinance, is hereby annexed to the City of Van, Texas, and that the boundary limits of the City of Van be, and the same are hereby, extended to include the above-described territory within the City Limits of the City of Van, and the same shall hereafter be included within the territorial limits of said City, and the inhabitants and owners thereof shall hereinafter be entitled

to all the rights and privileges of other citizens of the City of Van and they shall be bound by the acts, ordinances, resolutions and regulations of said City.

SECTION 2.

That the City Secretary is hereby directed to file with the County Clerk and other appropriate officials and agencies, as required by state and federal law and applicable annexation procedures, a certified copy of this Ordinance, and the petition requesting this annexation previously referenced herein.

SECTION 3.

Should the annexation of any property of this Ordinance be held unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect, impair or invalidate the annexation of any other property or portion of property thereof, which is included in and subject to this annexation Ordinance.

PASSED AND APPROVED by the City Council, City of Van, Texas, this _____ day of _____, 2023.

APPROVED BY:

Tammy Huff, Mayor

ATTEST:

Sereca Huff-Huggins, City Secretary

ANNEXATION PETITION

To: The Mayor and City Council, City of Van, County of Van Zandt, Texas.

GREETINGS:

I, Duff Real Estate, LLC, as the owner of the property described on the attached Exhibits "A" and "B" which adjoin the municipal limits and is not more than one half (1/2) mile in width, hereby petition the City Council to extend the present municipal limits so as to annex and include said property as described in Exhibits "A" and "B."

I am presenting this Petition seeking annexation of this property by the City of Van of my own volition and fully understand and acknowledge all consequences, legal and otherwise, associated with the annexation of the property.

Submitted and filed with the City Secretary of Van, Texas this 18th day of January 2023.

PETITIONER:

Duff Real Estate, LLC

BY: DUFF REAL ESTATE, LLC, a Mississippi limited liability company

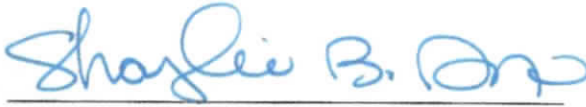
By:


Perry Phillips, Authorized Representative

STATE OF MISSISSIPPI §

COUNTY OF LAMAR §

This instrument was acknowledged before me on this 18th Day of January 2023 by, PERRY PHILLIPS, as Authorized Representative of Duff Real Estate, LLC, a Mississippi limited liability company.


Notary Public, State of Mississippi



Legal Description
5.000 Acres
J. Thomas Survey, A-866
Van Zandt County, Texas

ALL THAT CERTAIN lot, tract, or parcel of land situated within the J. Thomas Survey, Abstract 866, Van Zandt County, Texas and being a part of a called 87.9 acre tract described in a deed to Ken Wayne Wiggins, dated February 26, 2009, recorded in Document Number 2009-001853 in the Deed Records of Van Zandt County, Texas and being more completely described as follows:

COMMENCING at a 1/2 inch iron rod found for the most northerly northeast corner of Lot 1, Victron Travel Center recorded in Slide 398-A in the Plat Records of Van Zandt County, Texas, same being in the north line of said 87.9 acre tract and being in the south right of way line of Interstate Highway 20 (right of way varies) from which a Type I Right of Way monument (broken) found bears South 87 deg. 25 min. 18 sec. West, a distance of 93.45 feet;

THENCE North 87 deg. 25 min. 18 sec. East along said north line and said south right of way line, a distance of 474.51 feet to a 1/2 inch iron rod capped "Summit Surveying" set for corner in same and being the **PLACE OF BEGINNING** of the herein described tract;

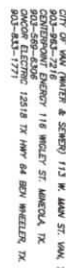
THENCE North 87 deg. 25 min. 18 sec. East continuing along said north line and said south right of way line, a distance of 402.42 feet to a 1/2 inch iron rod capped "Summit Surveying" set for corner, from which a Type I Right of Way monument (broken) found, bears North 87 deg. 25 min. 18 sec. East, a distance of 216.18 feet;

THENCE across said 87.9 acre tract as follows:

South, a distance of 550.83 feet to a 1/2 inch iron rod capped "Summit Surveying" set for corner, and

West, a distance of 402.01 feet to a 1/2 inch iron rod found for the southeast corner of said Lot 1,

THENCE North, along an east line of said Lot 1, passing a 1/2 inch iron rod capped "Summit Surveying" found for the northeast corner of said Lot 1 at 465.04 feet, continuing across said 87.9 acre tract a total distance of 532.73 feet to the **PLACE OF BEGINNING** containing 5.000 acres (217,801 square feet) of land.



LOT 1
CENTRON TRAVEL CENTER
SLIDE 398A
P.R.V.Z.C.T.
CALL: 10.474 ACRES
VICTOR STORES LP
DOC. NO. 2021-005949
05-24-2021
DRV.Z.C.T.

REM. CALL: 879 ACRES
KEN WAYNE WIGGINS
DOC. NO. 2009-001853
02-26-2009
D.R.V.Z.C.T.

[illegible][illegible][illegible]

LAND BOUND.
J. THOMAS S
CITY OF
VAN ZANDT CO



**DATA SHEET
AGENDA ITEM NO. VIII.C.**

Meeting Date: March 9, 2023

Department:

Administration

Agenda Item:

Discussion, Consideration, and Possible Action on approving Certification of Unopposed Candidates.

Background:

Financial Impact:

Recommendation:

For more information, please contact City Hall at (903) 963-7216.

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 6, 2023

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el May 6, 2023

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)	Candidate(s) Candidato(s)
Council Member Place # 1 Miembro del Consejo Lugar # 1	Linzy Neal
Council Member Place # 2 Miembro del Consejo Lugar # 2	Mark Heatwole
Council Member Place # 3 Miembro del Consejo Lugar # 3	Charles Ryan

Seraca Huff-Huggins
Signature (Firma)

Seraca Huff-Huggins
Printed name (Nombre en letra de molde)

City Secretary
Title (Puesto)

February 24, 2023
Date of signing (Fecha de firma)

(Seal) (sello)



**DATA SHEET
AGENDA ITEM NO. VIII.D.**

Meeting Date: March 9, 2023

Department:

Administration

Agenda Item:

Discussion, Consideration, and Possible Action on approving the Order of Cancellation of the May 2023 General Election for the City of Van.

Background:

Financial Impact:

Recommendation:

For more information, please contact City Hall at (903) 963-7216.

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The City of Van City Council hereby cancels the election scheduled to be held on
(official name of governing body)
May 6, 2023 in accordance with Section 2.053(a) of the Texas
(date on which election was scheduled to be held)
Election Code. The following candidates have been certified as unopposed and are hereby
elected as follows:

*El Ayuntamiento de la ciudad de Van por la presente cancela la elección que, de lo contrario,
(nombre oficial de la entidad gobernante)
se hubiera celebrado el 6 de mayo de 2023 de conformidad, con
(fecha en que se hubiera celebrado la elección)
la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido
certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado
a continuación:*

Candidate (Candidato)	Office Sought (Cargo al que presenta candidatura)
Linzy Neal	Council Member Place # 1 Miembro del Consejo Lugar # 1
Mark Heatwole	Council Member Place # 2 Miembro del Consejo Lugar # 2
Charles Ryan	Council Member Place # 3 Miembro del Consejo Lugar # 3

A copy of this order will be posted on Election Day at each polling place that would have
been used in the election.

*El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales
que se hubieran utilizado en la elección.*

Mayor (Alcalde)

Secretary (Secretario)

(seal) (sello)



**DATA SHEET
AGENDA ITEM NO. VIII.E.**

Meeting Date: March 9, 2023

Department:

Administration

Agenda Item:

Discussion, Consideration, and Possible Action on a short-form agreement between the City of Van and KSA #101913 Lead and Copper.

Background:

Financial Impact:

Recommendation:

For more information, please contact City Hall at (903) 963-7216.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

_____ City of Van _____ (“Owner”) and

_____ KSA Engineers, Inc. _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as

follows: _____ Lead and Copper Service Line Inventory _____ (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

Assist the City of Van with the EPA/ TCEQ required Lead Service Line Inventory for the water system to include assistance with public notices, public surveys, collecting data from public surveys, furnishing links and QR code for public surveys, assisting the city with service line classifications, assisting the city with prioritizing areas of concern, and assisting the city with other items required to complete the Service Line Inventory.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: by October 16, 2024.

- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure

period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state ~~or jurisdiction in which the Specific Project is located.~~ of Texas.
- D. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the state courts in Gregg County, Texas.
- E. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- F. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- H. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- I. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims

for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- J. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- L. Scanned Reproductions. The parties agree and stipulate that the original of this Agreement, including the signature page and any attachments, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - 3. The total compensation for services and reimbursable expenses is estimated to not exceed \$10,000.00.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged to the Project~~

~~by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1. as follows:~~

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for additional services and reimbursable expenses is estimated to be \$ N/A.

Attachment: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Van

By: _____

Name: Tammy Huff

Title: Mayor

Date Signed: _____

Address for giving notices:

310 Chestnut Street

Van, Texas 75790

903.963.7216

ENGINEER: KSA Engineers, Inc.

By: 

Name: Joncie H. Young, P.E.

Title: Director of Client Services

Date Signed: February 27, 2023

Engineer License or Firm's
Certificate Number: F-1356

State of: Texas

Address for giving notices:

140 East Tyler Street

Suite 600

Longview, TX 75601

Appendix 1

Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$270.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Senior Urban Design Planner	\$215.00/hour
Urban Design Planner	\$185.00/hour
Development Services Manager	\$195.00/hour
Electrical Engineer	\$175.00/hour
Electrical Design Engineer	\$145.00/hour
Senior Project Manager	\$230.00/hour
Project Manager	\$175.00/hour
Senior Project Engineer	\$170.00/hour
Project Engineer	\$150.00/hour
Senior Design Engineer	\$130.00/hour
Design Engineer	\$115.00/hour
Senior Project Architect	\$215.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$180.00/hour
Senior Engineering Technician	\$195.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Safety Manager	\$135.00/hour
Safety Specialist	\$100.00/hour
TCEQ Instructor	\$100.00/hour
Regulation Compliance Specialist	\$100.00/hour
Project Assistant	\$ 90.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$ 95.00/hour
Project Representative - After Hours	\$115.00/hour
Graphic Designer	\$ 75.00/hour
Administrative Assistant	\$ 75.00/hour
Secretary	\$ 55.00/hour
Three-Man Survey Crew	\$195.00/hour
Two-Man Survey Crew	\$165.00/hour
Senior Registered Surveyor	\$175.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.56/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.



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

Meeting Date: March 9, 2023

Department:

Administration

Agenda Item:

Discussion, Consideration, and Possible Action on an amendment to Task Order No. VAN.005 agreement between Owner and Engineer for Professional Services.

Background:

Financial Impact:

Recommendation:

For more information, please contact City Hall at (903) 963-7216.

Amendment To Task Order No. VAN.005

1. Background Data:

- a. Effective Date of Task Order Agreement: October 19, 2016
- b. Owner: City of Van
- c. Engineer: KSA Engineers, Inc.
- d. Specific Project: General Engineering Services

2. Description of Modifications

- a. Engineer shall perform the following Additional Services: None
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: None
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: None
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$20,000 hourly and reimbursable, not to exceed without prior written approval of Owner.
- e. The schedule for rendering services under this Task Order is modified as follows: As Needed.
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: None

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$10,000
- b. Net change for prior amendments: \$45,000
- c. This amendment amount: \$20,000
- d. Adjusted Task Order amount: \$75,000

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Van

ENGINEER: KSA Engineers, Inc.

By: _____

By:  _____

Name: Tammy Huff

Name: Joncie H. Young, P.E.

Title: Mayor

Title: Director of Client Services

Date Signed: _____

Date Signed: March 3, 2023



DATA SHEET
AGENDA ITEM NO. VIII.G.

Meeting Date: March 9, 2023

Department:

Administration

Agenda Item:

Discussion, Consideration, and Possible Action on opioid settlement Subdivision Participation Forms for Walmart, Walgreens, Allergan, and CVS.

Background:

Financial Impact:

Recommendation:

For more information, please contact City Hall at (903) 963-7216.

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





**DATA SHEET
AGENDA ITEM NO. VIII.H.**

Meeting Date: March 9, 2023

Department:

Administration

Agenda Item:

Discussion, Consideration, and Possible Action on amending the City of Van garbage rates Ordinance No. 03-09-2023.

Background:

Financial Impact:

Recommendation:

For more information, please contact City Hall at (903) 963-7216.

ORDINANCE NO 03-09-2023

AN ORDINANCE AMENDING CHAPTER 26 OF THE CITY OF VAN CODE OF ORDINANCES (SOLID WASTE); PROVIDING FOR THE COLLECTION OF GARBAGE AND TRASH IN THE CITY OF VAN, TEXAS, PROHIBITING CERTAIN DEPOSITS, AND PROVIDING A PENALTY; THEREFORE, CONTAINING A SEVERABILITY CLAUSE AND A REPEALER CLAUSE.

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

**I.
AMENDMENTS**

The Van Code of Ordinances, Chapter 26 (Solid Waste) is hereby amended as follows:

A. Section 26-1 (Definitions) is amended as follows:

- GARBAGE: The term "garbage" shall be held to mean all waste animal and vegetable matter, such as waste material and refuse from kitchens, residences, grocery stores, restaurants, cafes, drug stores, and similar places, but shall not include dirt, concrete, or rocks.
- TRASH: The term "trash" shall mean rubbish, such as feathers, ashes, tin cans, paper bags, boxes, glass, grass, shrubs, dirt, concrete, or rocks.

B. Chapter 26, Article II (Collection & Disposal) Division 1 (Generally) is amended by adding the following two subsections:

- It shall be unlawful for any person to sweep, throw or deposit any garbage, trash, dirt, concrete, rocks, stagnant water, or dead animal into, upon, or along with any drain, gutter, alley, public or private premises within the corporate limits of the City of Van, Texas. Violators shall be fined not more than \$200.00 for each violation hereof.
- Every owner, occupant, tenant, or lessee using or occupying any building, house, or structure within the corporate limits of the City of Van, Texas, for residences, churches, schools, colleges, lodges, commercial businesses, or other purposes, shall provide and maintain garbage cans, bags or receptacles of sufficient number and type as hereinafter specified to hold the garbage and trash that will normally accumulate on the premises, and cost to be determined by Fee Schedule. Each such container for external storage of perishable garbage shall be constructed with a tight-fitting lid, tie, or seal, and the container and contents shall not exceed thirty-five (35) pounds of weight.

C. Chapter 26 (Solid Waste), Article II (Collection & Disposal), Division 2 (Containers) is hereby amended by adding the following subsections:

- The lids, covers, ties, seals, or fasteners of all garbage and trash containers shall always be kept secure and fastened so that flies and other insects may not have access to the contents thereof. Such lids, covers, ties, seals, or fasteners shall only be removed while the containers or receptacles are being filled or emptied. as the case may be.
- Any garbage deposited for collection, and trash deposited for collection, to the extent that is reasonable or practical to do so, shall be placed in disposable plastic bags of reasonable quality and durability and closed or secured with a tie or fastener.
- In the event trash is of such nature that it cannot be put in the regulation containers, it shall be placed in bundles or disposable containers, not exceeding three feet (3') in length or thirty-five (35) pounds in weight and placed at the curb on the day of regular garbage collection.

D. Chapter 26 (Solid Waste), Article II (Collection & Disposal), Division 3 (Collection) is amended as follows:

- Garbage and trash collection shall be performed at intervals determined to be a reasonable and proper, and fair and reasonable charge for such garbage and trash collection service shall be:

Residential	20.48
With Polycart	25.10

Commercial	24.81
With Polycart	29.42

Dumpsters		Extra Lift
2yd-1	81.75	45.60
2yd-2	111.77	45.60
2yd-3	185.45	45.60
3yd-1	102.89	45.60
3yd-2	187.99	45.60
3yd-3	221.12	45.60
4yd-1	126.03	58.63
4yd-2	211.98	58.63
4yd-3	274.21	58.63
6yd-1	150.56	58.63
6yd-2	263.34	58.63
6yd-3	381.83	58.63
8yd-1	159.63	65.14
8yd-2	316.19	65.14
8yd-3	447.67	65.14

- **Failure to obtain a permit** before delivery of roll-off will result in an additional fee of \$100.00.

- **City Cleanup**

One item per week per resident at the curbside of bulky waste item must be called in prior to pickup

- The charges fixed herein for such service shall be entered by the City of Van,
Texas, against the person or persons receiving such service, and such charges shall be collected as similar charges are collected. Persons failing to pay such charges within fifteen (15) days from the date of same shall become due and payable shall have said service suspended.

II. SEVERABILITY

If any portion hereof shall be held to be unconstitutional or invalid, such holding shall not affect the validity of this ordinance or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

III. REPEALER

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

IV. EFFECTIVE DATE

This ordinance shall be in full force and effect following its passage and publication as required by law.

PASSED and APPROVED by the City Council of the City of Van, Texas this
_____ day of _____, 2023.

Tammy Huff, Mayor

Sereca Huff-Huggins, City Secretary

2023

	OLD	NEW	INCREASE
Res	\$ 19.53	\$ 20.48	\$ 0.96
Poly Cart	\$ 23.93	\$ 25.10	\$ 1.17
Com	\$ 23.65	\$ 24.81	\$ 1.16
Poly Cart	\$ 28.05	\$ 29.42	\$ 1.37

2yd-1	\$ 77.94	\$ 81.75	\$ 3.82
2yd-2	\$ 106.55	\$ 111.77	\$ 5.22
2yd-3	\$ 176.79	\$ 185.45	\$ 8.66
3yd-1	\$ 98.09	\$ 102.89	\$ 4.81
3yd-2	\$ 179.21	\$ 187.99	\$ 8.78
3yd-3	\$ 210.79	\$ 221.12	\$ 10.33
4yd-1	\$ 120.14	\$ 126.03	\$ 5.89
4yd-2	\$ 202.08	\$ 211.98	\$ 9.90
4yd-3	\$ 261.40	\$ 274.21	\$ 12.81
6yd-1	\$ 143.53	\$ 150.56	\$ 7.03
6yd-2	\$ 251.04	\$ 263.34	\$ 12.30
6yd-3	\$ 363.99	\$ 381.83	\$ 17.84
8yd-1	\$ 152.17	\$ 159.63	\$ 7.46
8yd-2	\$ 301.42	\$ 316.19	\$ 14.77
8yd-3	\$ 426.76	\$ 447.67	\$ 20.91



**DATA SHEET
AGENDA ITEM NO. VIII.I.**

Meeting Date: March 9, 2023

Department:

Administration

Agenda Item:

Discussion, Consideration, and Possible Action on amending the Water and Sewer Ordinance No 03-09-2023-1.

Background:

Financial Impact:

Recommendation:

For more information, please contact City Hall at (903) 963-7216.

ORDINANCE NO. 03-09-2023-1

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF VAN, TEXAS
AMENDING CHAPTER 34 (UTILITIES); PROVIDING A REPEALER CLAUSE; PROVIDING A
SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Van has adopted a water rate system ordinance to collect revenues for debt service, for current capital improvements, for the operation and maintenance of a publicly owned waterworks, and codified said rate system in Chapter 34 (Utilities) of the Van Code of Ordinances; and

WHEREAS, these revenues must be sufficient to cover all costs for operation and maintenance of said publicly owned water works, for current capital improvements to the publicly owned water works, and for payment of bonded indebtedness for the publicly owned water works: and

WHEREAS, the Water Rate System regulations contain various requirements for establishing water rates: and

WHEREAS, the Water Rate System regulations provide for the annual determination of user charges for water service and sewer service; and

WHEREAS, The City of Van must continue to operate its utility rate system in a financially solvent manner.

NOW, THEREFORE, BE ORDAINED by the City Council of the City of Van as follows:

I.
AMENDMENTS

Chapter 34 (Utilities) of the Van Code of Ordinances is hereby amended as follows:

- SECTION 34-103: DEFINITION OF USER.

Where the same water meter serves more than one residential, commercial or industrial unit, each unit shall constitute a dwelling unit, except in the case of wholesale.

- SECTION 34-104: PRESCRIBED CHARGES__

The following rates per month shall be the rates charged for water service furnished to customers within and outside the corporate limits of the City, to wit:

- Water Meter and Tap fee charges inside the incorporated city limits

3/4" meter and tap \$ 1500.00

1" meter and tap \$ 2300.00

All meters larger than 1" \$ 4750.00 + cost of materials

Any taps requiring a bore will be charged the cost of the bore

- Sewer Tap fee charges inside the incorporated city limits:

4" sewer tap \$ 1500.00

6" sewer tap \$ 2000.00

Any taps requiring a bore or requiring the installation of a manhole will be charged the cost of the bore and or manhole

- Water Meter and Tap fee charges outside the incorporated city limits:

3/4" meter and tap \$ 2800.00

1" meter and tap \$ 3800.00

All meters larger than 1" \$ 6500.00 + cost of materials

Any taps requiring a bore will be charged the cost of the bore

- Meter Reset Fee (per owner request for new construction or remodel)

Within the incorporated city limits \$550.00

Outside the incorporated city limits \$1200.00

- Water Deposits (Required of all customers regardless of if within or outside the city limits)

All customers shall pay a \$200.00 deposit on each metered service, it shall be paid in advance of any connections or establishment of service, includes irrigation meters, and shall not be paid out over time.

The deposit will be refundable to the customer when the utility account is closed.

If there is an outstanding balance on the account, the deposit will be applied toward any outstanding balance, with any remainder being refunded to the customer.

- Service Charges for the following:

Transfer from one address to another \$30.00

Returned check fee of \$30.00

A City of Van utility customer may request a temporary shut off or turn on of service for a maximum of 3 working days and maximum usage of 10,000 gallons of water for cleaning, plumbing inspections, and other similar activities for a maximum of three (3) business days. The cost for this service shall be \$ 50.00.

- Meter Testing Fee:

If a utility customer believes his or her meter is not registering correctly, the customer has the right to make a request to the City Administrator and or the Utility Superintendent that he or she requests that their meter be tested. If the testing of the meter shows that the meter is registering a flow of two percent (2%) or more than registering on the meter, the city will replace the meter at no cost to the customer. If the meter is registering a flow of two percent (2%) or less than the actual flow, the customer will be charged \$ 100.00.

- The administrative fee for reconnection:

The disconnection or scheduling of disconnection will result in a charge of \$45.00 regardless of if the service was disconnected or not.

- Monthly Meter Charge

- $\frac{3}{4}$ " - \$25.00
- 1" - \$35.00
- 1 $\frac{1}{2}$ " - \$45.00
- 2" - \$55.00
- 3" - \$65.00
- 4" - \$75.00
- 6" - \$85.00

- Employee Rate:

City employees and active volunteer firemen will receive a \$25.00 discount on their residential water and \$20.00 on the residential sewer bill.

To maintain an active status the fireman must respond to a minimum of 10% of calls per calendar year.

- Dwelling Unit:

\$20.00 per dwelling unit for each additional unit

- Residential rates:

Residential Water Rates

Inside the city limits

\$3.00 per thousand for 0 gallons to 2,000 gallons of water

\$4.00 per thousand for 2,001 gallons to 4,000 gallons of water

\$5.00 per thousand for 4,001 gallons to 6,000 gallons of water

\$6.00 per thousand for 6,001 gallons to 8,000 gallons of water

\$7.00 per thousand for 8,001 gallons to 10,000 gallons of water

\$8.00 per thousand for 10,001 gallons and up

Outside the city limits

\$6.00 per thousand for 0 gallons to 2,000 gallons of water

\$8.00 per thousand for 2,001 gallons to 4,000 gallons of water

\$10.00 per thousand for 4,001 gallons to 6,000 gallons of water

\$12.00 per thousand for 6,001 gallons to 8,000 gallons of water

\$14.00 per thousand for 8,001 gallons to 10,000 gallons of water

\$16.00 per thousand for 10,001 gallons and up

Residential Sewer Rates

Inside the city limits

\$22.00 minimum monthly charge for the first 2,000 gallons per month

\$1.10 per thousand for 2,001 gallons to 10,000 gallons of water
\$ 1.38 per thousand for 10,001 gallons and over

Outside the city limits

\$44.00 minimum monthly charge for the first 2,000 gallons per month
\$3.58 per thousand for 2,001 gallons to 10,000 gallons of water
\$3.85 per thousand for 10,001 gallons and over, with no maximum

- Commercial rates & Irrigation rates

Commercial & Irrigation Water Rates

\$4.00 per thousand for 0 gallons to 2,000 gallons of water
\$5.00 per thousand for 2,001 gallons to 4,000 gallons of water
\$6.00 per thousand for 4,001 gallons to 6,000 gallons of water
\$7.00 per thousand for 6,001 gallons to 8,000 gallons of water
\$8.00 per thousand for 8,001 gallons to 10,000 gallons of water
\$9.00 per thousand for 10,001 gallons and up

Commercial Sewer Rates

Inside the city limits

\$33.00 minimum monthly charge for the first 2,000 gallons per month
\$1 .92 per thousand for 2,001 gallons to 10,000 gallons
\$2.20 per thousand for 10,001 gallons to 20,000 gallons of
\$2.59 per thousand for 20,001 gallons to 30,000 gallons of
\$2.86 per thousand for 30,001 gallons and over, no maximum

Outside the city limits

\$60.50 minimum monthly charge for the first 2,000 gallons per month
\$5.78 per thousand for 2,001 gallons to 10,000 gallons
\$6.33 per thousand for 10,001 gallons to 20,000 gallons of
\$7.26 per thousand for 20,001 gallons to 30,000 gallons of
\$7.81 per thousand for 30,001 gallons and over, no maximum

Fire Hydrant Meter

- \$75.00 To set the hydrant meter

\$25.00 per thousand

SECTION 34-105 is amended as follows:

DISCONNECTION OF SERVICE

The city may disconnect service to any customer for any of the following reasons:

- Written request of the customer
- Failure to pay all water and sewer charges within 14 Calendar days after the first date of the month. After the fourteenth (14th) of the month, there shall be a late charge penalty of ten dollars (\$10) for balances lower than one hundred dollars (\$100) and 10% added to balances above \$100.00 added to the amount due.
- Existence of a known dangerous condition resulting from water service to that customer.
- Service established through meter bypassing, unauthorized connection, or unauthorized reconnection. Anyone reconnecting their own or some other meter service or removing locks placed by the city is subject to a criminal violation under Texas Penal Code Section 28.03 & Section 31.01 and may be subject to criminal prosecution. Any tampering will result in meter removal and a fee 0B 350.00 paid by the property owner before the meter is reset.
- Any reasons listed in the Sewer Use Ordinance.
- Damage to City property-curb stop valve will result in valve replacement and man-hours. A total of \$150.00 must be paid by the customer before service will be turned back on.

Disconnection due to failure to pay a monthly bill:

- On or by the 15th day of each month, the city may send a courtesy disconnect notice on each account that is past due. However, the City shall not be obligated to send a courtesy disconnect notice on a delinquent account and the failure of the City to send a courtesy disconnect notice or failure of a customer to receive a courtesy disconnect notice shall not alter the City's right to disconnect service for nonpayment as provided herein.
- The city will give ten (10) calendar days prior to disconnection, if payment is not received by the city on or before the twenty-fifth (25th) day of the month, then at 8 am on the twenty-sixth (26th) all water and sewer service will be scheduled

for disconnection and the services be disconnected. All accounts scheduled for disconnection will be assessed an administrative fee of \$45.00 regardless of if the service was disconnected or not.

- City personnel will be available to collect payments for delinquent accounts and to make reconnections during normal business hours and to.

7am — 4pm Monday — Friday

- No reconnection of services will be scheduled or performed on weekends or holidays for accounts that have disconnected for non-payment.

SECTION 34-106 is amended as follows:

ADJUSTMENT POLICY

- After proper notification of a leak by the customer to the City of Van Water Utility Clerk, a plumber's invoice, or receipt for repairs and /or parts shall be provided within 10 days after the leak for an adjustment to be made to a previous (6) six-month average.
- With proper documentation being presented, the City of Van Water Utility Clerk shall provide a (I) one-time adjustment per calendar year to the customers' sewer charges only. There will be a base charge amount of a minimum of 2000 gallons, not to exceed 30,000-gallon usage adjustment to the sewer charges.

II. REPEALER

All prior ordinances or parts of ordinances that conflict with this ordinance is hereby repealed to the extent of the conflict.

III. SEVERABILITY

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, subsections, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, or section of this Ordinance shall be declared unconstitutional by the judgment or decree of any court of competent jurisdiction, such

unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, and sections of this Ordinance, since the City Council would have enacted the same without the incorporation in this Ordinance of any such unconstitutional or illegal phrase, clause, sentence, paragraph, subsection, or a section.

**IV.
EFFECTIVE DATE**

This Ordinance shall take effect immediately from and after its passage and its publication as required by law.

PASSED and APPROVED by the City Council of Van, Texas this _____ day of _____, 2023.

Tammy Huff, Mayor

Sereca Huff-Huggins, City Secretary

Inside Residential			
Gallons	Old Rate	New Rate	Increase
2,000	\$ 20.00	\$ 22.00	\$ 2.00
3,000	\$ 21.00	\$ 23.10	\$ 2.10
4,000	\$ 22.00	\$ 24.20	\$ 2.20
5,000	\$ 23.00	\$ 25.30	\$ 2.30
6,000	\$ 24.00	\$ 26.40	\$ 2.40
7,000	\$ 25.00	\$ 27.50	\$ 2.50
8,000	\$ 26.00	\$ 28.60	\$ 2.60
9,000	\$ 27.00	\$ 29.70	\$ 2.70
10,000	\$ 28.00	\$ 30.80	\$ 2.80
11,000	\$ 29.25	\$ 32.18	\$ 2.93
12,000	\$ 30.50	\$ 33.56	\$ 3.06
13,000	\$ 31.75	\$ 34.94	\$ 3.19
14,000	\$ 33.00	\$ 36.32	\$ 3.32
15,000	\$ 34.25	\$ 37.70	\$ 3.45
16,000	\$ 35.50	\$ 39.08	\$ 3.58
17,000	\$ 36.75	\$ 40.46	\$ 3.71
18,000	\$ 38.00	\$ 41.84	\$ 3.84
19,000	\$ 39.25	\$ 43.22	\$ 3.97
20,000	\$ 40.50	\$ 44.60	\$ 4.10

Outside Residential			
Gallons	Old Rate	New Rate	Increase
2,000	\$ 40.00	\$ 44.00	\$ 4.00
3,000	\$ 43.25	\$ 47.58	\$ 4.33
4,000	\$ 46.50	\$ 51.16	\$ 4.66
5,000	\$ 49.75	\$ 54.74	\$ 4.99
6,000	\$ 53.00	\$ 58.32	\$ 5.32
7,000	\$ 56.25	\$ 61.90	\$ 5.65
8,000	\$ 59.50	\$ 65.48	\$ 5.98
9,000	\$ 62.75	\$ 69.06	\$ 6.31
10,000	\$ 66.00	\$ 72.64	\$ 6.64
11,000	\$ 69.50	\$ 76.49	\$ 6.99
12,000	\$ 73.00	\$ 80.34	\$ 7.34
13,000	\$ 76.50	\$ 84.19	\$ 7.69
14,000	\$ 80.00	\$ 88.04	\$ 8.04
15,000	\$ 83.50	\$ 91.89	\$ 8.39
16,000	\$ 87.00	\$ 95.74	\$ 8.74
17,000	\$ 90.50	\$ 99.59	\$ 9.09
18,000	\$ 94.00	\$ 103.44	\$ 9.44
19,000	\$ 97.50	\$ 107.29	\$ 9.79
20,000	\$ 101.00	\$ 111.14	\$ 10.14

Inside Commercial					Outside Commercial			
Gallons	Old Rate	New Rate	Increase		Gallons	Old Rate	New Rate	Increase
2,000	\$ 30.00	\$ 33.00	\$ 3.00		2,000	\$ 55.00	\$ 60.50	\$ 5.50
3,000	\$ 31.75	\$ 34.92	\$ 3.17		3,000	\$ 60.24	\$ 66.27	\$ 6.03
4,000	\$ 33.50	\$ 36.84	\$ 3.34		4,000	\$ 65.49	\$ 72.05	\$ 6.56
5,000	\$ 35.25	\$ 38.76	\$ 3.51		5,000	\$ 70.74	\$ 77.83	\$ 7.09
6,000	\$ 37.00	\$ 40.68	\$ 3.68		6,000	\$ 75.99	\$ 83.61	\$ 7.62
7,000	\$ 38.75	\$ 42.60	\$ 3.85		7,000	\$ 81.24	\$ 89.39	\$ 8.15
8,000	\$ 40.50	\$ 44.52	\$ 4.02		8,000	\$ 86.49	\$ 95.17	\$ 8.68
9,000	\$ 42.25	\$ 46.44	\$ 4.19		9,000	\$ 91.74	\$ 100.95	\$ 9.21
10,000	\$ 44.00	\$ 48.36	\$ 4.36		10,000	\$ 96.99	\$ 106.73	\$ 9.74
11,000	\$ 46.00	\$ 50.56	\$ 4.56		11,000	\$ 102.74	\$ 113.06	\$ 10.32
12,000	\$ 48.00	\$ 52.76	\$ 4.76		12,000	\$ 108.49	\$ 119.39	\$ 10.90
13,000	\$ 50.00	\$ 54.90	\$ 4.90		13,000	\$ 114.24	\$ 125.72	\$ 11.48
14,000	\$ 52.00	\$ 57.16	\$ 5.16		14,000	\$ 119.99	\$ 132.05	\$ 12.06
15,000	\$ 54.00	\$ 59.36	\$ 5.36		15,000	\$ 125.74	\$ 138.38	\$ 12.64
16,000	\$ 56.00	\$ 61.56	\$ 5.56		16,000	\$ 131.49	\$ 144.71	\$ 13.22
17,000	\$ 58.00	\$ 63.76	\$ 5.76		17,000	\$ 137.24	\$ 151.04	\$ 13.80
18,000	\$ 60.00	\$ 65.96	\$ 5.96		18,000	\$ 142.99	\$ 157.37	\$ 14.38
19,000	\$ 62.00	\$ 68.16	\$ 6.16		19,000	\$ 148.74	\$ 163.70	\$ 14.96
20,000	\$ 64.00	\$ 70.36	\$ 6.36		20,000	\$ 154.49	\$ 170.03	\$ 15.54



**DATA SHEET
AGENDA ITEM NO. VIII.J.**

Meeting Date: March 9, 2023

Department:

Administration

Agenda Item:

Discussion, Consideration, and Possible Action on amending the City of Van Permit fees Ordinance No. 03-09-2023-2.

Background:

Financial Impact:

Recommendation:

For more information, please contact City Hall at (903) 963-7216.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VAN, TEXAS
AMENDING THE PERMIT FEE SCHEDULE; PROVIDING A SEVERABILITY CLAUSE;
PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Van has established a permit fee schedule outlining building permit fees, other permits, sign permits, certificate of occupancy, miscellaneous fees, and production of public records which are intended to offset expenses incurred ensuring all construction meets the health and safety requirements of the State and the city; and

WHEREAS, the permit fee schedule has been codified in Article V (Fences) Section 6-173 (Permit Fee) Appendix "A" of the City of Van Code of Ordinances; and

WHEREAS, the City Council desires to amend Article V (Fences) Section 6-173 (Permit Fee) Appendix "A" and to adopt an amended permit schedule as referenced herein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Van, Texas as follows:

**I.
AMENDMENTS**

Article V (Fences) Section 6-173 (Permit Fee) Appendix "A" is hereby amended as follows:

- Fee Table 1. Commercial and Multi-Family Construction Plan Review – see amended fees attached.
- Fee Table 2. Commercial and Multi-Family construction inspection – see amended fees attached.
- Fee Table 3. Construction of Improvement of a Residential Dwelling – see amended fees attached.
- Fee Table 4. Single Family Residential, Commercial, and Multifamily Fire Services - see amended fees attached.
- Other Permits. Sign Permits. Certificate of Occupancy Fees. Miscellaneous Fees. Production of Public Records – see amended fees attached.

**II.
REPEALER**

All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

III.
SEVERABILITY

In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Van, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

IV.
EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and approval by the Van City Council.

Duly PASSED and APPROVED by the City Council for the City of Van, Texas on _____
this _____ day of _____ 2023.

Tammy Huff, Mayor

Sereca Huff-Huggins, City Secretary

The fees found within Tables 1-4 and the document labeled “Other Permits” attached to this ordinance are hereby adopted:

Permit Fee Schedule

Fee Table 1 – Commercial and Multi-Family Construction Plan Review

Valuation	Fee
\$1.00 to \$10,000.00	\$62.50
\$10,001.00 to \$25,000.00	\$88.37 for the first \$10,000.00 plus \$6.83 for each additional \$1000.00
\$25,000.01 to \$50,000.00	\$190.74 for the first \$25,000.00 plus \$4.93 for each additional \$1,000.00
\$50,000.01 TO \$100,000.00	\$313.86 for the first \$50,000.00 plus \$3.41 for each additional \$1000.00
\$100,000.01 to \$500,000.00	\$484.49 for the first \$100,000.00 plus \$2.74 for each additional \$1000.00
\$500,000.01 to \$1,000,000.00	\$1,579.49 for the first \$500,000.00 plus \$2.31 for each additional \$1000.00
\$1,000,000.01 and up	\$2,735.74 for the first \$1,000,000.00 plus \$1.54 for each additional \$1000.00

Fee Table 2 – Commercial and Multi-Family construction inspection

Valuation	Fee
\$1.00 to \$10,000.00	\$96.15
\$10,001.00 to \$25,000.00	\$135.94 for the first \$10,000.00 plus \$10.50 for each additional \$1000.00
\$25,000.01 to \$50,000.00	\$293.44 for the first \$25,000.00 plus \$7.58 for each additional \$1,000.00
\$50,000.01 TO \$100,000.00	\$482.81 for the first \$50,000.00 plus \$5.25 for each additional \$1000.00
\$100,000.01 to \$500,000.00	\$745.31 for the first \$100,000.00 plus \$4.20for each additional \$1000.00
\$500,000.01 to \$1,000,000.00	\$2,425.31for the first \$500,000.00 plus \$3.56 for each additional \$1000.00
\$1,000,000.01 and up	\$4,206.56 for the first \$1,000,000.00 plus \$2.36 for each additional \$1000.00

Fee Table 3 – Construction or Improvement of a Residential Dwelling

Plan Review and Inspection Fee	
Square Footage (S.F)	Fee
0 - 1,500 S.F.	\$981.25
1,500 S.F and up	\$981.25 for the first 1,500 S.F. plus \$0.45 for each additional S.F. to 10,000 S.F.
Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan	\$250.00 per Plan or Per Address
Plan review fee when a permit has been issued for a dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$200.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$150.00 per trade
Other project types not listed above	\$200.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, Roofs, etc	See Fee Table 2

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using \$200.26 per square foot. The square-foot construction cost does not include the price of the land on which the building is built.

Example:

10,000 square feet total building area

Declared construction valuation \$2,000,000.

Calculated construction valuation – 10,000 square feet X \$200.26 per square foot = \$2,002,600

The calculated construction valuation is greater than the declared construction valuation so \$2,002,600 is used to calculate the permit value.

Fee Table 4 - Single Family Residential Fire Services

Fire Code Plan Review Services (residential fire sprinkler)	\$210.00
Fire Code Inspection Services (residential fire sprinkler)	\$480.00

Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Construction Valuation of Project	Fee, Each System
Less than \$6,250	\$240.00
\$6,250 to \$250,000	\$360.00
\$251,000 to \$500,000	\$510.00
\$501,000 to \$1,000,000	\$660.00
\$1,001,000 to \$3,000,000	\$960.00
\$3,001,000 to \$6,000,000	\$1,440.00
\$6,000,000 and up	\$1,440.00 plus \$0.46 for each additional \$1,000.00

Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Construction Valuation of Project	Fee, Each System
Less than \$6,250	\$360.00
\$6,250 to \$250,000	\$510.00
\$251,000 to \$500,000	\$630.00
\$501,000 to \$1,000,000	\$810.00
\$1,001,000 to \$3,000,000	\$1,140.00
\$3,001,000 to \$6,000,000	\$1,710.00
\$6,000,000 and up	\$1,710.00 plus \$0.46 for each additional \$1,000.00

Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review	\$240.00
Fire Code Plan Inspection	\$300.00

City of Van

Fire Extinguisher Suppression System

Per permit, one Inspection	\$550.00
Each re-inspection	\$120.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections * Minimum one hour per inspection	\$180.00
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$120.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$300.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$420.00
Fire Code Inspection	\$540.00

Site Plan

Fire Code Plan Review	\$300.00
Fire Code Plan Inspection	\$300.00

Civil Engineering Review

City Engineer Civil Review	\$325 per hour
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City of Van

Other Permits

Fire Suppression Hood System	\$100.00
Flow Testing Fire Hydrant	\$100.00
Demolition Permit	\$150.00
Data Log (One Free Every 6 Months)	\$75.00
Lawn Irrigation System	\$75.00
Parking Lot	\$6.25 per 1000 square foot Minimum \$50.00
Fence Permit	\$20.00
Driveway Permit	\$25.00
Grading Permit	\$25.00
Garage/ Estate Sale Permit	\$10.00
Flood Plane Development Permit	\$75.00
Cell Tower, Masts or Poles over 36ft.	\$250.00
Mobile or Manufactured Home Permit in Park	\$250 + utility permits
Carnival or Fair Permit	\$50.00
Pyrotechnics Display	\$100.00
Contractor's Registration Fee	\$60.00
Special Use Permit any service not provided	\$125.00
Food Truck Permit	\$50.00

Sign Permits

Wall or Pole Sign < 15 sq. ft., 3X5	\$30.00
Wall or Pole Sign 16 to 49 sq. ft.	\$80.00
Wall or Pole Sign 50 to 74 sq. ft.	\$110.00
Wall or Pole Sign 75 sq. ft. and Greater	\$160.00
Billboards, Single Sided	\$250.00
Billboards, Double Sided	\$500.00
Temporary Banners	\$30.00
Illuminated Sign Fee	\$250.00

Certificate of Occupancy Fees

Residential Certificate of Occupancy	\$25.00
Commercial Certificate of Occupancy	\$50.00

City of Van

Miscellaneous Fees

Application of Annexation	\$200.00	The Application of Annexation identifies the lot or tract of land, ownership and starts the process to enable a lot or a tract of land to be annexed into the city limits. (See annex application for timeline and process)
Application of Zoning Change	\$200.00	Non-Refundable
Application of Special Use Permit	\$200.00	To allow certain uses within a base zoning district that, under most circumstances, would not be compatible with other permitted uses but with certain conditions and development restrictions may be compatible.
Application of Variance	\$125.00	
Amended Plat	\$150.00	A revised plat correcting errors or making minor changes to the original final plat.
Re-Plat	\$200.00	The re-subdividing of any part or all of a block or blocks of a previously platted subdivision, additional lot.
Plat	\$300.00	For a new subdivision or large-scale development
Minor Plat	\$150.00	A subdivision resulting in for or fewer lots, provided that the plat is for conveyance purposes only (i.e., sale of the property with no developments/construction proposed), that the plat does not create any new easements for public facilities, or the construction/development of said subdivision will not require that construction of any new street (or portion thereof) or the extension of any municipal facilities to serve any lot within the subdivision. Any property to be subdivided using a minor plat shall already be served by all required City utilities and services or in the ETJ of the City of Van with all City utilities and services.
Return Check Fee	\$50.00	

Production of Public Records	
\$10.00	Police Incident/Accident Report
\$20.00	Fingerprint Cards (Police Department)
\$100.00	Annual Emergency Alarm (Police Department)
\$25.00 per alarm	Alarm charge after the first (3) false alarms per calendar year (Police Department)
\$0.10 per page	Standard paper copy. Each side with recorded information is considered a page.
\$0.10 per page	Oversize paper copy. (e.g. 11"X7", greenbar, bluebar, not including maps & photographs)
Actual Cost	Specialty Paper (e.g. Mylar, blueprint, blueline, map and photographic)

City of Van

Non-Standard Copy	
\$10.00	Diskette, Rewritable CD (CD-RW), Non-rewritable CD (CD-R), Audio Cassette
Actual Cost	Magnetic Tape, Data Cartridge, Tape Cartridge, JAZ Drive, Other Electronic Media
\$15.00	VHS Video Cassette
\$20.00	Digital Video Disc (DVD)
\$20.00 per hour	Labor charge for locating, compiling, manipulating data, and reproducing public information for requests involving more than 50 pages and/or requiring retrieval from off-site storage, and/or redacting confidential information pursuant to a mandatory exception of the act which also qualifies for the labor charge pursuant to Texas Government Code, 552.261 (a)(1) or (2)
\$28.50 per hour	Large charge for programming if a request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied. If the City does not have in-house programming capabilities, it shall comply with requests in accordance with §552.261 (b) of the Texas Government Code,
20% of labor charge	Overhead charges may be included for requests over 50 pages or if the production qualifies pursuant to Texas Government Code, §552.261(a)(1) or (2)
Actual Cost	Postage, shipping and supplies such as labels, boxes, etc.