



CITY COUNCIL REGULAR SESSION

Monday, May 08, 2023 – 6:00 PM

109 North Kaufman Street, Mount Vernon, Texas 75457

AGENDA

Call to order and announce a quorum is present.

Invocation and Pledges

SWEARING IN CEREMONY

Swear in re-elected Council members

Consent Agenda

Items on the Consent Agenda are approved by a single action of the Council, with such approval applicable to all items appearing on the Consent Agenda. A Council Member may request any item to be removed from the Consent Agenda and considered as a separate item.

1. Minutes 4/10/2023 and Workshop Minutes 4/24/2023
April 2023 financial report
Proclamation May National Historic Preservation Month
Proclamation April Fair Housing Month

Report on Items of Community Interest

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Mount Vernon; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Mount Vernon that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of Mount Vernon; and announcements involving an imminent threat to the public health and safety of people in the City of Mount Vernon that has arisen after posting the agenda.

Citizen Participation (3 minutes)

The Texas Open Meetings Act prohibits the Council from responding to any comments other than to refer the matter to a future agenda, to an existing policy, or to a staff person with specific information. Claims against the City, Council Members, or employees, as well as individual personnel appeals are not appropriate for citizens' forum.

Public Hearing

The purpose of this hearing is to hear evidence for or against a request made by Asher Mt Vernon, LLC to re-plate the property located at 315 TX Hwy 37 South in Mt. Vernon, Texas.

Items to be Considered:

- [2.](#) Consider and Act upon approval of Ordinance 2023-05 request by Asher Mt. Vernon, LLC re-platting 315 TX Hwy 37 S, into one lot.
- [3.](#) Consider and Act upon approval of Ordinance 2023-08 adopting the 2018 International Energy Code.
- [4.](#) Consider and Act upon approval of Ordinance 2023-09 adopting the 2018 International Fire Code.
- [5.](#) Consider and Act upon approval of Ordinance 2023-10 adopting the 2018 International Building Code.
- [6.](#) Consider and Act upon approval of Ordinance 2023-11 adopting the 2018 International Residential Code.
- [7.](#) Consider and Act upon approval of Ordinance 2023-12 adopting the 2018 International Mechanical Code.
- [8.](#) Consider and Act upon approval of Ordinance 2023-13 adopting the 2018 International Plumbing Code.
- [9.](#) Consider and Act upon approval of Ordinance 2023-14 adopting the 2020 International Electrical Code.
- [10.](#) Consider and Act upon approval of Ordinance 2023-15 adopting the 2018 International Property Maintenance Code.
- [11.](#) Consider and Act upon approval of Ordinance 2023-16 adopting the 2018 International Fuel Code.
- [12.](#) Consider and Act upon approval of Ordinance 2023-17 adopting the 2018 International Existing Building Code.
- [13.](#) Consider and Act upon approval of Ordinance 2023-18 adopting the 2018 International Wildland-Urban Interface Code.
- [14.](#) Consider and Act upon approval of Ordinance 2023-19 adopting the 2018 International Zoning Code.
- [15.](#) Consider and Act upon approval of Ordinance 2023-20 adopting the 2018 International Accessible and Useable Buildings and Facilities Code.
- [16.](#) Consider and Act upon approval of Ordinance 2023-21 adopting the 2018 International Green Construction Code.
- [17.](#) Consider and Act upon approval of Ordinance 2023-22 adopting the 2018 International Code Council Performance Code.
- [18.](#) Consider and Act upon approval of Ordinance 2023-23 adopting the 2018 International Private Sewage Disposal Code.
- [19.](#) Consider and Act upon approval of Resolution 23-11 electing to utilize the standard allowance to determine revenue loss as allowed by the coronavirus state and local recovery fiscal recovery fund-American Rescue Plan Act.
- [20.](#) Consider and Act upon approval of Interlocal Agreement with Franklin County Tax Assessor Collector for tax collection.
- [21.](#) Consider and Act upon approval of entering into an interlocal agreement with the Economic Development Corp and Franklin County Industrial Foundation to share fees with implementation of MHS Planning and Design Strategic and Conceptual Land Planning Proposal..

- [22.](#) Consider and Act upon approval of Resolution 23-12 TxCDBG grant Fair Housing Act regarding Civil Rights.
- [23.](#) Consider and Act upon approval of applying for lead service line replacement loan grant application through TWDB.
- [24.](#) Consider and Act upon approval of Ordinance 2023-24 amending Peddler's and Solicitor's Ordinance.
- [25.](#) Consider and Act upon approval of Ordinance 2023-25 adopting a Food Truck Ordinance.
- [26.](#) Consider and Act upon approval of amendment to the Employee Policy Handbook.

Discussion Items and Mayor/Council/City Administrator Reports

Water, Sewer, Streets, Park, Sidewalks, Grants, next workshop agenda (City Admin)

Presiding Officer to Adjourn the City Council Meeting

Notes to the Agenda:

Items marked with an * are consent items considered to be non-controversial and will be voted on in one motion unless a council member asks for separate discussion.

The Council may vote and/or act upon each of the items listed in this Agenda except for discussion-only items.

The Council reserves the right to retire into executive session under Sections 551.071/551.074 – of the Texas Open Meetings Act concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act.

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 903-537-2252 two working days prior to the meeting so that appropriate arrangements can be made.

CERTIFICATION

I do hereby certify that this Public Meeting Notice was posted on the outside bulletin board, at the front entrance of City Hall located at 109 N Kaufman St., Mount Vernon, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time:

Posted May 5, 2023 by 4:00 p.m. and remained so posted at least 72 hours before said meeting was convened.

Kathy Lovier, City Secretary

NOTE: The City of Mount Vernon, Texas meets regularly on the second Monday night of each month at 6:00 p.m. The Council follows a printed Agenda for official action. ***Any individual desiring official action should submit his/her request to the office of the City Manager not later than fifteen (15) days prior to the Council Meeting.***

 /s/ Kathy Lovier
Kathy Lovier, City Secretary



CITY COUNCIL REGULAR SESSION

Monday, April 10, 2023 – 6:00 PM

109 North Kaufman Street, Mount Vernon, Texas 75457

Our mission: to provide effective and fiscally responsible municipal services in a manner which promotes our high standard of community life.

Vision Statement Mount Vernon is a caring community committed to excellence and quality of life, aspiring to be the community of choice for ourselves, our children, and future generations – beautiful, clean, vibrant, and safe. We will strive to preserve our heritage, our friendly hometown atmosphere, and celebrate the diversity of all our citizens.

MINUTES

1,093

Mayor Hyman called the meeting to order and announced a quorum present.

PRESENT

Mayor Pro Tem Mark Huddleston
 Councilwoman Sherelyn Roberson
 Councilman Harold Cason
 Councilwoman Mary Keys
 Councilwoman Rebecca Bailey
 Craig Lindholm, City Administrator
 Kathy Lovier, City Secretary

VISITORS

Russell McCurdy, Lillie Reves, B F Hicks, David Truesdale, Gary and Kathy Boren, Jerrell Lykins, Colin Clasby, Mark Sachse, Cory Taylor, Gary Morrow, Mike Rambin

City Secretary Lovier lead the invocation and Mayor Hyman lead the pledges.

Consent Agenda

1. Minutes 3/13/23, Special Meeting Minutes 3/27/23
 February and March 2023 financial reports

Motion made by Councilwoman Bailey, Seconded by Councilwoman Keys.

Voting Yea: Mayor Pro Tem Huddleston, Councilwoman Roberson, Councilman Cason, Councilwoman Keys, Councilwoman Bailey

Report on Items of Community Interest

Mayor Hyman reported Tom Scott Lumber Yard will be celebrating their 100th anniversary.

Citizen Participation

David Truesdale and B F Hicks showed the Council pictures regarding solar panel farms and advises they will keep bringing information and updates each month.

Items to be Considered:

2. Consider and act upon approval of Franklin County Appraisal District 2023-2024 budget.

Motion made by Councilwoman Keys, Seconded by Councilman Cason.

Voting Yea: Mayor Pro Tem Huddleston, Councilwoman Roberson, Councilman Cason, Councilwoman Keys, Councilwoman Bailey

3. Consider and act upon approval or suspension of CenterPoint Energy Rate Adjustment.

Motion made by Councilwoman Bailey made a motion to suspend the adjustment, Seconded by Councilwoman Keys. Voting Yea: Mayor Pro Tem Huddleston, Councilwoman Roberson, Councilman Cason, Councilwoman Keys, Councilwoman Bailey

4. Consider and Act upon approval of amending Food and Food Establishment Ordinance.

Motion made by Mayor Pro Tem Huddleston made a motion to amend the temporary food permit ordinance from seven day temporary permit to the duration of the event only. Seconded by Councilwoman Keys. Voting Yea: Mayor Pro Tem Huddleston, Councilwoman Roberson, Councilman Cason, Councilwoman Keys, Councilwoman Bailey

5. Consider and Act upon approval of amending Peddler's and Solicitors Ordinance

Postponed until May meeting.

6. Consider and Act upon approval of declaring an emergency and authorizing expenditures without competitive bidding regarding utility repairs for Nila and Rutherford Streets, and authorizing the City Administrator to execute any and all necessary documents.

Motion made by Mayor Pro Tem Huddleston, Seconded by Councilwoman Bailey.

Voting Yea: Mayor Pro Tem Huddleston, Councilwoman Roberson, Councilman Cason, Councilwoman Keys, Councilwoman Bailey

Discussion Items and Mayor/Council/City Administrator Reports

City Administrator Lindholm reported the Waste Water Treatment Plant is ready for temporary screw press just waiting for SWEPCO to give clearance, in May we should have the screw press we ordered. There may be no need to rent one.

ISO Review Inspection advised us to upgrade all building inspection code books and approval will be at the May Council meeting.

Presiding Officer to Adjourn the City Council Meeting

Motion made by Mayor Pro Tem Huddleston, Seconded by Councilwoman Bailey.

Voting Yea: Mayor Pro Tem Huddleston, Councilwoman Roberson, Councilman Cason, Councilwoman Keys, Councilwoman Bailey

Brad Hyman – Mayor

ATTEST:

Kathy Lovier – City Secretary

City of Mount Vernon

Proclamation

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as people; and

WHEREAS, National Preservation Month 2023 is cosponsored by Historic Restorations and the National Trust for Historic Preservation.

NOW, THEREFORE, I Brad Hyman, do proclaim May 2023 as

National Preservation Month

And call upon the people of the City of Mount Vernon, Texas to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mt. Vernon to be affixed this 8th day of May, 2023.

Mayor, City of Mount Vernon

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

01 -GENERAL FUND
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	2,469,457	154,378.19	1,723,228.63	0.00	746,228.37	69.78
TOTAL REVENUES	2,469,457	154,378.19	1,723,228.63	0.00	746,228.37	69.78
<u>EXPENDITURE SUMMARY</u>						
100 Administration	434,243	7,395.01	318,063.42	0.00	116,179.58	73.25
110 Maintenance	424,186	36,797.51	214,030.80	0.00	210,155.20	50.46
120 Fire	156,324	20,830.11	88,622.36	0.00	67,701.64	56.69
130 Police	786,802	70,714.80	458,576.98	0.00	328,225.02	58.28
135 Court	62,876	4,513.48	34,799.91	0.00	28,076.09	55.35
140 Sanitation	365,600	34,824.17	232,285.57	0.00	133,314.43	63.54
150 Main Street	100,263	2,794.55	40,187.14	0.00	60,075.86	40.08
180 Animal Control	37,724	1,568.14	21,828.52	0.00	15,895.48	57.86
190 Parks & Recreation	18,700	1,229.74	13,814.73	0.00	4,885.27	73.88
195 Code Enforcement	81,894	6,018.52	46,489.05	0.00	35,404.95	56.77
530 Due From EDC	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	2,468,612	186,686.03	1,468,698.48	0.00	999,913.52	59.49
REVENUE OVER/(UNDER) EXPENDITURES	845 (	32,307.84)	254,530.15	0.00 (	253,685.15)	121.91

05-1000	EDC	\$ 1,746,471.57
07-1000	DEBT SERVICE	\$ 702,723.56
22-1000	CONFISCATED	\$ 2,963.66
23-1000	PARK PROJECT	\$ 35,646.59
25-1000	TxCDBG	\$ 643,816.44

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

01 -GENERAL FUND
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	
4001	CURRENT AD VALOREM TAX	739,357	16,065.11	711,960.04	0.00	27,396.96	96.29
4002	AD VAL. TAX, DELINQUENT	16,000	2,515.24	9,922.73	0.00	6,077.27	62.02
4002.001	DEL. TAX ATTORNEY	6,000	674.01	2,776.38	0.00	3,223.62	46.27
4003	AD VALOREM TAX PEN & INT.	12,000	2,040.29	6,252.50	0.00	5,747.50	52.10
4004	LEOSE-POLICE TRAINING	1,100	0.00	0.00	0.00	1,100.00	0.00
4006	TRASH REVENUE (WASTE CONT.)	505,000	45,603.81	311,552.99	0.00	193,447.01	61.69
4007	TRASH BAG SALES REVENUE	800	59.15	971.75	0.00	171.75	121.47
4008	SALES TAX GARBAGE & TRASH	30,000	2,925.79	19,917.69	0.00	10,082.31	66.39
4009	FRANCHISE TAXES	157,000	22,706.38	98,839.31	0.00	58,160.69	62.95
4010	SALES TAX COLLECTIONS	790,000	55,788.00	435,159.95	0.00	354,840.05	55.08
4011	COLLECTION AGENCY	300	103.80	124.80	0.00	424.80	41.60
4012	TEXAS SEATBELT	100	0.00	12.50	0.00	87.50	12.50
4013	COURT COSTS	1,000	3,048.36	2,527.13	0.00	3,527.13	252.71
4015	COURT FINES	35,000	2,819.72	23,801.37	0.00	11,198.63	68.00
4016	ANIMAL FEES	1,200	0.00	389.90	0.00	810.10	32.49
4017	RETURNED CHECKS	0	0.00	0.00	0.00	0.00	0.00
4018	MISCELLANEOUS	1,500	1.00	160.89	0.00	1,339.11	10.73
4018.10	RENTAL INSPECTIONS	1,500	0.00	125.00	0.00	1,375.00	8.33
4018.20	FOOD INSPECTION PERMIT	1,000	25.00	375.00	0.00	1,375.00	37.50
4019	BUILDING PERMITS	29,000	1,847.00	51,140.32	0.00	22,140.32	176.35
4019.A	ELECTRICAL PERMITS	2,000	0.00	1,029.00	0.00	971.00	51.45
4019.B	PLUMBING PERMIT	1,700	213.00	1,436.00	0.00	264.00	84.47
4019.C	MECHANICAL PERMITS	1,500	0.00	252.00	0.00	1,248.00	16.80
4019.D	FIRE SAFETY INSPECTIONS	0	0.00	0.00	0.00	0.00	0.00
4019.E	ALCOHOL PERMIT	350	0.00	270.00	0.00	80.00	77.14
4020	ZONING FEES	750	0.00	500.00	0.00	250.00	66.67
4021	COUNTY FIRE AGREEMENT	0	0.00	0.00	0.00	0.00	0.00
4022	INTEREST EARNED	9,000	2,045.36	14,816.25	0.00	5,816.25	164.63
4023	PARK FEES	900	150.00	500.00	0.00	400.00	55.56
4024	PARK/PLAZA DONATIONS	0	0.00	0.00	0.00	0.00	0.00
4025	MIXED BEVERAGE TAXES	10,000	1,369.46	8,991.84	0.00	1,008.16	89.92
4026	INTERGOVERNMENTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00
4027	GRANT REVENUES-POLICE GRANT	0	0.00	0.00	0.00	0.00	0.00
4028	TRANSFER FROM EDC	30,000	0.00	0.00	0.00	30,000.00	0.00
4029	MAIN STREET-HOT FUNDS	10,000	0.00	1,500.00	0.00	8,500.00	15.00
4030	EVENTS	0	0.00	0.00	0.00	0.00	0.00
4031	FIRE CALL FEES	35,000	274.43	10,043.03	0.00	24,956.97	28.69
4032	PEDDLERS PERMIT	400	200.00	200.00	0.00	200.00	50.00
4033	RESALE OF VEHICLES	40,000	0.00	13,734.12	0.00	26,265.88	34.34
4047	ADMINISTRATION FEES	0	0.00	0.00	0.00	0.00	0.00
4050	TRANSFERS FROM EQUIP. FUND	0	0.00	0.00	0.00	0.00	0.00
4051	TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
4053	TRANSFER FROM DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
<hr/>							
TOTAL REVENUE	2,469,457	154,378.19	1,723,228.63	0.00	746,228.37	69.78	

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

01 -GENERAL FUND
 DEPARTMENT -M100 Administration
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5100.001 WAGES	175,935	17,295.14	150,861.67	0.00	25,073.33	85.75
5100.003 BLDG. REPAIR CITY HALL	10,000 (	15,419.15) (	12,238.35)	0.00	22,238.35	122.38--
5100.004 FREIGHT/POSTAGE	1,200	90.00	436.91	0.00	763.09	36.41
5100.005 CAR ALLOWANCE	0	646.14	3,930.70	0.00 (	3,930.70)	0.00
5100.006 CONTRACTS JANITOR	4,710	0.00	2,775.00	0.00	1,935.00	58.92
5100.007 DUES & SUBSCRIPTIONS	3,000	390.00	2,874.00	0.00	126.00	95.80
5100.008 ELECTION EXPENSE	3,000	194.25	194.25	0.00	2,805.75	6.48
5100.009 SPECIAL PROJECTS	15,000	3,631.78	8,493.70	0.00	6,506.30	56.62
5100.010 CITY ATTORNEY	15,000	0.00	7,712.50	0.00	7,287.50	51.42
5100.011 OFFICE EQUIPMENT REPAIR	4,000	0.00	9,341.96	0.00 (	5,341.96)	233.55
5100.012 AUDIT/LEGAL	13,000 (	16,041.73)	9,744.48	0.00	3,255.52	74.96
5100.013 OFFICE EQUIP. AGREEMENT	23,000	475.84	4,561.48	0.00	18,438.52	19.83
5100.014 COUNCIL FEES	0	0.00	0.00	0.00	0.00	0.00
5100.015 ADVERTISING & NOTICES	1,000	0.00	1,833.00	0.00 (	833.00)	183.30
5100.019 CHAPTER 380 INCENTIVES	0	0.00	0.00	0.00	0.00	0.00
5100.020 ENGINEERING FEES	5,000	4,987.50	35,369.09	0.00 (	30,369.09)	707.38
5100.021 CAPITAL EXPENSE	0	0.00	0.00	0.00	0.00	0.00
5100.022 INTERNET	5,000	236.84	1,758.73	0.00	3,241.27	35.17
5100.023 WEBSITE	8,000	0.00	538.00	0.00	7,462.00	6.73
5100.025 UNEMPLOYMENT EXPENSE (TEC)	600	26.06	35.06	0.00	564.94	5.84
5100.026 LIBRARY SERVICES	18,500	1,541.67	10,791.69	0.00	7,708.31	58.33
5100.027 CHAPTER 380 INCENTIVES	0	0.00	0.00	0.00	0.00	0.00
5100.031 MENTAL HEALTH CLINIC -SERVICES	0	0.00	0.00	0.00	0.00	0.00
5100.032 SOCIAL SECURITY (FICA)	10,907	1,921.44	10,356.78	0.00	550.22	94.96
5100.033 MEDICARE	2,551	1,075.81	3,087.80	0.00 (	536.80)	121.04
5100.034 TML HEALTH INSURANCE	28,153	1,645.27	11,143.65	0.00	17,009.35	39.58
5100.035 RETIREMENT (TMRS)	16,309	1,715.36	13,997.24	0.00	2,311.76	85.83
5100.037 TELEPHONE	4,000	69.66	1,705.14	0.00	2,294.86	42.63
5100.038 UTILITIES	7,000	608.52	4,463.95	0.00	2,536.05	63.77
5100.039 OVERTIME	0	0.00	0.00	0.00	0.00	0.00
5100.040 IRS PENALTIES	0	0.00	0.00	0.00	0.00	0.00
5100.042 SCHOOL/TRAINING/TRAVEL	3,000	0.00	153.94	0.00	2,846.06	5.13
5100.043 UNIFORMS	100	0.00	149.05	0.00 (	49.05)	149.05
5100.044 SUPPLIES	6,000	93.96	2,901.24	0.00	3,098.76	48.35
5100.045 PROPERTY/LIABILITY INS.	3,000	0.00	939.09	0.00	2,060.91	31.30
5100.046 TAX APPRAISAL	24,278	2,023.17	14,162.19	0.00	10,115.81	58.33
5100.047 TAX COLLECTION	8,500	187.48	8,972.38	0.00 (	472.38)	105.56
5100.048 TAX ATTORNEY	7,000	0.00	2,953.98	0.00	4,046.02	42.20
5100.049 WORKERS COMP. INS.	2,500	0.00	1,063.12	0.00	1,436.88	42.52
5100.050 TERMINATION PAY	0	0.00	0.00	0.00	0.00	0.00
5100.053 LONGEVITY	5,000	0.00	3,000.00	0.00	2,000.00	60.00
5100.054 REGIONAL LAKE	0	0.00	0.00	0.00	0.00	0.00
5100.055 ACCRUED INTEREST	0	0.00	0.00	0.00	0.00	0.00
5100.056 DEPRECIATION	0	0.00	0.00	0.00	0.00	0.00
5100.075 TMRS-PENSION COST AUDITORS	0	0.00	0.00	0.00	0.00	0.00
5100.999 PRIOR PERIOD ADJUSTMENTS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 100 Administration	434,243	7,395.01	318,063.42	0.00	116,179.58	73.25

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

01 -GENERAL FUND
 DEPARTMENT -M110 Maintenance
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5110.001 WAGES	114,970	8,876.20	63,622.98	0.00	51,347.02	55.34
5110.002 STREET MATERIAL HAULING	0	0.00	0.00	0.00	0.00	0.00
5110.003 BUILDING REPAIR	1,000	235.00	235.00	0.00	765.00	23.50
5110.004 FREIGHT/POSTAGE	50	0.00	0.00	0.00	50.00	0.00
5110.005 STREET MATERIALS	47,000	3,390.28	8,518.88	0.00	38,481.12	18.13
5110.006 STREET IMPROVEMENTS	32,000	0.00	4,277.00	0.00	36,277.00	13.37
5110.007 STREET REHAB DEBT.	0	0.00	0.00	0.00	0.00	0.00
5110.008 CONTRACT STREET IMPROVEMENTS	50,000	0.00	0.00	0.00	50,000.00	0.00
5110.009 STREET SIGNS	4,000	0.00	1,234.68	0.00	2,765.32	30.87
5110.011 CONTRACT SWEEPING	0	528.88	2,644.40	0.00	2,644.40	0.00
5110.013 SPECIAL PROJECTS	2,000	800.00	24,700.00	0.00	22,700.00	1,235.00
5110.014 EMPLOYEE PHYSICALS/DRUG TEST	400	0.00	0.00	0.00	400.00	0.00
5110.015 AUDIT	1,000	0.00	1,000.00	0.00	0.00	100.00
5110.016 ENGINEERING EXPENSE	0	0.00	0.00	0.00	0.00	0.00
5110.017 EQUIPMENT& REPAIRS	7,000	9,506.19	12,751.45	0.00	5,751.45	182.16
5110.018 REPAIR WATER DISTR. SYSTEM	0	1,707.55	6,598.33	0.00	6,598.33	0.00
5110.019 REPAIR SEWER COLL. SYSTEM	0	55.36	55.36	0.00	55.36	0.00
5110.021 CAPITAL OUTLAY	0	0.00	1,345.00	0.00	1,345.00	0.00
5110.022 PIPE SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
5110.023 DAM SAFETY PLAN & MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
5110.024 TRANS TO EQUIP FUND	5,000	416.67	2,916.69	0.00	2,083.31	58.33
5110.025 UNEMPLOYMENT EXPENSE (TEC)	900	42.51	42.51	0.00	857.49	4.72
5110.032 SOCIAL SECURITY (FICA)	7,314	551.87	4,337.21	0.00	2,976.79	59.30
5110.033 MEDICARE	1,710	129.07	1,014.32	0.00	695.68	59.32
5110.034 TML HEALTH INSU	28,153	2,346.15	16,423.05	0.00	11,729.95	58.33
5110.035 RETIREMENT (TMRS)	10,935	831.60	3,589.74	0.00	7,345.26	32.83
5110.036 FUEL (GAS & OIL)	15,000	665.94	4,917.21	0.00	10,082.79	32.78
5110.037 TELEPHONE	3,000	169.34	1,198.57	0.00	1,801.43	39.95
5110.038 UTILITIES	28,000	3,062.04	18,978.38	0.00	9,021.62	67.78
5110.039 OVERTIME	3,000	25.20	1,057.02	0.00	1,942.98	35.23
5110.040 LEASE VEHICLES	24,654	1,996.86	12,092.67	0.00	12,561.33	49.05
5110.042 SCHOOL/TRAINING	500	0.00	0.00	0.00	500.00	0.00
5110.043 UNIFORMS	7,000	717.16	4,267.09	0.00	2,732.91	60.96
5110.044 SUPPLIES	6,500	743.64	5,967.32	0.00	532.68	91.80
5110.045 PROPERTY/LIABILITY INS	13,000	0.00	9,226.54	0.00	3,773.46	70.97
5110.049 WORKERS COMP. INS.	8,500	0.00	7,973.40	0.00	526.60	93.80
5110.050 TERMINATION PAY	0	0.00	0.00	0.00	0.00	0.00
5110.053 LONGEVITY	1,600	0.00	1,600.00	0.00	0.00	100.00
5110.056 DEPRECIATION	0	0.00	0.00	0.00	0.00	0.00
TOTAL 110 Maintenance	424,186	36,797.51	214,030.80	0.00	210,155.20	50.46

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

01 -GENERAL FUND
 DEPARTMENT -M120 Fire
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5120.003 BUILDING REPAIR	1,000	2,806.15	4,156.31	0.00 (	3,156.31)	415.63
5120.004 FREIGHT/POSTAGE	200	1.80	8.91	0.00	191.09	4.46
5120.005 RETIREMENT, FIREMEN	5,000	0.00	3,348.00	0.00	1,652.00	66.96
5120.007 DUES & SUBSCRIPTIONS	1,500	0.00	69.99	0.00	1,430.01	4.67
5120.008 CONTRACTS, FIREMEN	35,000	3,239.78	20,425.07	0.00	14,574.93	58.36
5120.009 SPECIAL PROJECTS	4,000	63.73	6,343.16	0.00 (	2,343.16)	158.58
5120.010 EQUIPMENT	10,000	1,125.96	3,498.71	0.00	6,501.29	34.99
5120.011 NEW FIRE TRUCK	10,000	0.00	0.00	0.00	10,000.00	0.00
5120.012 FIRE HYDRANTS	0	0.00	331.67	0.00 (	331.67)	0.00
5120.013 EQUIPMENT REPAIR	9,000	2,045.01	5,736.59	0.00	3,263.41	63.74
5120.014 COMPUTER/TECH/SOFTWARE	1,750	0.00	1,330.09	0.00	419.91	76.01
5120.015 AUDIT	1,000	0.00	1,000.00	0.00	0.00	100.00
5120.016 EQUIPMENT TESTING	8,000	355.00	2,658.50	0.00	5,341.50	33.23
5120.021 CAPITAL OUTLAY	29,274	7,249.75	10,999.75	0.00	18,274.25	37.58
5120.024 TRANSFER TO EQUIPMENT FUND	5,000	416.67	2,916.69	0.00	2,083.31	58.33
5120.032 SOCIAL SECURITY (FICA)	0	31.48	236.10	0.00 (	236.10)	0.00
5120.033 MEDICARE	0	7.36	55.20	0.00 (	55.20)	0.00
5120.036 FUEL (GAS & OIL)	6,000	682.69	5,055.01	0.00	944.99	84.25
5120.037 TELEPHONE	400	233.69	2,201.63	0.00 (	1,801.63)	550.41
5120.038 UTILITIES	5,000	516.73	4,134.52	0.00	865.48	82.69
5120.040 LEASE VEHICLE	7,000	503.79	3,050.56	0.00	3,949.44	43.58
5120.042 SCHOOL/TRAINING	3,000	0.00 (	1,998.38)	0.00	4,998.38	66.61-
5120.043 UNIFORMS	6,000	1,470.00	5,443.18	0.00	556.82	90.72
5120.044 SUPPLIES	1,200	80.52	2,770.00	0.00 (	1,570.00)	230.83
5120.045 PROPERTY/LIABILITY INS.	5,500	0.00	3,256.42	0.00	2,243.58	59.21
5120.049 WORKERS COMP. INS.	1,500	0.00	1,594.68	0.00 (	94.68)	106.31
5120.056 DEPRECIATION	0	0.00	0.00	0.00	0.00	0.00
TOTAL 120 Fire	156,324	20,830.11	88,622.36	0.00	67,701.64	56.69

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

01 -GENERAL FUND
 DEPARTMENT -M130 Police
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5130.001 WAGES	318,544	22,118.84	179,370.80	0.00	139,173.20	56.31
5130.002 CERTIFICATE PAY	6,000	415.38	3,115.35	0.00	2,884.65	51.92
5130.004 FREIGHT/POSTAGE	300	16.80	84.87	0.00	215.13	28.29
5130.005 CHIEF DEPUTY (CONTRACT)	0	0.00	0.00	0.00	0.00	0.00
5130.006 DISPATCHER CONTRACT (FR.CO)	118,023	9,835.25	68,846.75	0.00	49,176.25	58.33
5130.007 CHIEF ADMINISTRATOR (CONTRACT)	0	0.00	0.00	0.00	0.00	0.00
5130.009 REQUAL AMMO	4,000	0.00	0.00	0.00	4,000.00	0.00
5130.010 EMPLOYEE PHYSICAL	300	0.00	0.00	0.00	300.00	0.00
5130.011 TRANS TO EQUIP FUND	5,000	0.00	1,666.68	0.00	3,333.32	33.33
5130.013 SPECIAL PROJECTS	3,000	26.11	182.77	0.00	2,817.23	6.09
5130.015 DPS FORENSIC ANALYSIS	4,000	0.00	0.00	0.00	4,000.00	0.00
5130.016 AUDIT	1,000	0.00	1,000.00	0.00	0.00	100.00
5130.017 REPAIR, EQUIPMENT	26,744	17,732.54	18,178.87	0.00	8,565.13	67.97
5130.018 GRANT EXP. - SAFE-T	0	0.00	0.00	0.00	0.00	0.00
5130.019 LEASE	1,000	0.00	0.00	0.00	1,000.00	0.00
5130.021 CAPITAL EXPENSE	0	0.00	0.00	0.00	0.00	0.00
5130.024 POLICE (ADMIN. CONTRACT)	21,230	2,185.83	13,634.13	0.00	7,595.87	64.22
5130.025 UNEMPLOYMENT EXPENSE (TEC)	2,100	55.97	55.97	0.00	2,044.03	2.67
5130.029 COMPUTER/TECH/LICENSE	15,000	0.00	13,538.00	0.00	1,462.00	90.25
5130.030 SANE EXAMS	500	0.00	0.00	0.00	500.00	0.00
5130.032 SOCIAL SECURITY (FICA)	19,749	1,607.71	13,325.87	0.00	6,423.13	67.48
5130.033 MEDICARE	4,619	375.98	3,116.50	0.00	1,502.50	67.47
5130.034 TML HEALTH INSURANCE	65,692	4,692.30	34,559.73	0.00	31,132.27	52.61
5130.035 RETIREMENT (TMRS)	29,529	2,306.79	21,493.37	0.00	8,035.63	72.79
5130.036 FUEL (GAS & OIL)	35,000	2,021.79	16,271.41	0.00	18,728.59	46.49
5130.037 TELEPHONE	3,000	382.33	1,605.80	0.00	1,394.20	53.53
5130.039 OVERTIME	25,000	2,372.23	24,940.95	0.00	59.05	99.76
5130.040 LEASE VEHICLES	32,872	3,836.61	21,242.50	0.00	11,629.50	64.62
5130.042 TRAINING/SCHOOL/TRAVEL	6,000	342.39	766.22	0.00	5,233.78	12.77
5130.043 UNIFORMS - POLICE	8,000	913.53	913.53	0.00	7,086.47	11.42
5130.044 SUPPLIES	10,000	161.20	727.58	0.00	9,272.42	7.28
5130.045 PROPERTY/LIABILITY INS.	12,000	0.00	11,397.49	0.00	602.51	94.98
5130.049 WORKERS COMP. INS.	7,500	0.00	7,441.84	0.00	58.16	99.22
5130.050 TERMINATION PAY	0	0.00	0.00	0.00	0.00	0.00
5130.053 LONGEVITY	1,100	0.00	1,100.00	0.00	0.00	100.00
5130.054 INTERGOVERNMENTAL	0	0.00	0.00	0.00	0.00	0.00
5130.055 TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
5130.056 DEPRECIATION	0	0.00	0.00	0.00	0.00	0.00
TOTAL 130 Police	786,802	70,714.80	458,576.98	0.00	328,225.02	58.28

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

01 -GENERAL FUND
 DEPARTMENT -M135 Court
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5135.001 WAGES	36,146	2,772.80	20,913.16	0.00	15,232.84	57.86
5135.002 MUNICIPAL JUDGE (CONTRACT)	0	0.00	0.00	0.00	0.00	0.00
5135.003 CERTIFICATE PAY	600	46.16	346.20	0.00	253.80	57.70
5135.004 POSTAGE	300	65.24	155.68	0.00	144.32	51.89
5135.005 STATE COURT COST	0	0.00	0.00	0.00	0.00	0.00
5135.006 WARRANT/FINES COLLECTION	250	0.00	0.00	0.00	250.00	0.00
5135.007 APPEARANCE BOND	0	0.00	0.00	0.00	0.00	0.00
5135.008 JURY PAYMENTS	250	0.00	0.00	0.00	250.00	0.00
5135.009 SPECIAL PROJECTS	0	0.00	0.00	0.00	0.00	0.00
5135.010 PROSECUTING ATTORNEY	3,600	300.00	2,100.00	0.00	1,500.00	58.33
5135.015 AUDIT	550	0.00	550.00	0.00	0.00	100.00
5135.025 UNEMPLOYMENT EXPENSE (TEC)	300	8.32	8.32	0.00	291.68	2.77
5135.029 COMPUTER MAINTENANCE/TECH	1,200	26.11	188.62	0.00	1,011.38	15.72
5135.032 SOCIAL SECURITY (FICA)	2,241	174.78	1,367.71	0.00	873.29	61.03
5135.033 MEDICARE	524	40.88	319.90	0.00	204.10	61.05
5135.034 TML HEALTH INSU.	9,384	782.05	5,474.35	0.00	3,909.65	58.34
5135.035 RETIREMENT (TMRS)	3,351	257.04	1,882.19	0.00	1,468.81	56.17
5135.037 TELEPHONE	480	40.10	287.81	0.00	192.19	59.96
5135.042 SCHOOL/TRAINING	1,000	0.00	405.97	0.00	594.03	40.60
5135.044 SUPPLIES	900	0.00	0.00	0.00	900.00	0.00
5135.050 TERMINIATION PAY	0	0.00	0.00	0.00	0.00	0.00
5135.053 LONGEVITY	800	0.00	800.00	0.00	0.00	100.00
5135.054 TRANSFER TO CHILD SAFETY FUND	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL 135 Court	62,876	4,513.48	34,799.91	0.00	28,076.09	55.35

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

01 -GENERAL FUND
 DEPARTMENT -M140 Sanitation
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5140.002 SALES TAX - TRASH BAGS	100	82.32	306.36	0.00 (	206.36)	306.36
5140.003 SALES TAX - TRASH	25,000	2,501.79	18,297.98	0.00	6,702.02	73.19
5140.004 POSTAGE	0	0.00	0.00	0.00	0.00	0.00
5140.005 TRASH BAG PURCHASE	0	0.00	0.00	0.00	0.00	0.00
5140.007 WASTE CONTRACT	340,000	31,874.27	213,109.62	0.00	126,890.38	62.68
5140.041 BAD DEBTS	500	365.79	571.61	0.00 (	71.61)	114.32
TOTAL 140 Sanitation	365,600	34,824.17	232,285.57	0.00	133,314.43	63.54

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

01 -GENERAL FUND
 DEPARTMENT -M150 Main Street
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5150.001 WAGES	39,412	3,079.38	23,212.51	0.00	16,199.49	58.90
5150.003 PROMOTIONAL	8,000	305.24	305.24	0.00	7,694.76	3.82
5150.004 POSTAGE	0	4.20	11.61	0.00 (	11.61)	0.00
5150.005 DUES/SUBSCRIPTIONS	1,700	0.00	1,760.00	0.00 (	60.00)	103.53
5150.006 COMPUTER/TECH	2,000	107.71	2,244.96	0.00 (	244.96)	112.25
5150.007 FACADE GRANT	21,000	0.00	0.00	0.00	21,000.00	0.00
5150.008 MAIN STREET EVENTS	5,000 (	2,054.17)	991.97	0.00	4,008.03	19.84
5150.009 SPECIAL PROJECTS	1,000	0.00	470.88	0.00	529.12	47.09
5150.025 UNEMPLOYMENT EXP (TEC)	300	9.00	9.48	0.00	290.52	3.16
5150.032 SOCIAL SECURITY (FICA)	2,443	190.92	1,439.16	0.00	1,003.84	58.91
5150.033 MEDICARE	571	44.66	336.65	0.00	234.35	58.96
5150.034 TML INSURANCE	9,384	782.05	5,474.35	0.00	3,909.65	58.34
5150.035 RETIREMENT (TMRS)	3,653	285.46	1,995.98	0.00	1,657.02	54.64
5150.037 TELEPHONE	600	40.10	275.81	0.00	324.19	45.97
5150.039 OVERTIME	0	0.00	0.00	0.00	0.00	0.00
5150.042 SCHOOL/TRAINING/TRAVEL	4,500	0.00	1,215.96	0.00	3,284.04	27.02
5150.044 SUPPLIES	700	0.00	442.58	0.00	257.42	63.23
5150.053 LONGEVITY	0	0.00	0.00	0.00	0.00	0.00
TOTAL 150 Main Street	100,263	2,794.55	40,187.14	0.00	60,075.86	40.08

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

01 -GENERAL FUND
 DEPARTMENT -M180 Animal Control
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5180.001 ANIMAL CONTROL WAGES	0	0.00	0.00	0.00	0.00	0.00
5180.003 BUILDING REPAIR	500	0.00	0.00	0.00	500.00	0.00
5180.007 COMPUTER/TECH	500	0.00	47.25	0.00	452.75	9.45
5180.009 SPECIAL PROJECTS	500	0.00	0.00	0.00	500.00	0.00
5180.010 EQUIPMENT FUND	500	0.00	0.00	0.00	500.00	0.00
5180.015 ANIMAL DISPOSAL	500	0.00	75.66	0.00	424.34	15.13
5180.016 VET SERVICES	2,000	0.00	0.00	0.00	2,000.00	0.00
5180.018 ANIMAL IMPOUNDMENT	1,000	0.00	1,199.74	0.00	199.74	119.97
5180.019 AUDIT	550	0.00	550.00	0.00	0.00	100.00
5180.020 VEHICLE REPAIRS	500	17.00	122.09	0.00	377.91	24.42
5180.021 CAPITAL EXPENSE	1,649	0.00	0.00	0.00	1,649.00	0.00
5180.024 TRANS TO EQUIP FUND	5,000	416.67	2,916.69	0.00	2,083.31	58.33
5180.025 UNEMPLOYMENT EXPENSE (TEC)	0	0.00	0.00	0.00	0.00	0.00
5180.032 SOCIAL SECURITY EXPENSE (FICA)	100	12.06	84.98	0.00	15.02	84.98
5180.033 MEDICARE EXPENSE	25	2.82	19.86	0.00	5.14	79.44
5180.034 TML HEALTH INSU.	0	0.00	0.00	0.00	0.00	0.00
5180.035 RETIREMENT (TMRS)	0	0.00	0.00	0.00	0.00	0.00
5180.036 FUEL (GAS & OIL)	3,000	109.46	702.11	0.00	2,297.89	23.40
5180.037 TELEPHONE	500	30.00	260.00	0.00	240.00	52.00
5180.038 EMPLOYEE PHYSICAL/DRUG TEST	0	0.00	0.00	0.00	0.00	0.00
5180.039 OVERTIME	2,000	194.51	1,370.77	0.00	629.23	68.54
5180.040 LEASE VEHICLES	7,000	655.22	4,055.31	0.00	2,944.69	57.93
5180.041 UTILITIES	1,000	122.84	365.07	0.00	634.93	36.51
5180.042 TRAVEL/TRAINING/SCHOOLING	2,000	0.00	0.00	0.00	2,000.00	0.00
5180.043 UNIFORMS	300	0.00	317.94	0.00	17.94	105.98
5180.044 SUPPLIES	1,000	7.56	847.36	0.00	152.64	84.74
5180.045 PROPERTY/LIABILITY INS.	5,000	0.00	5,970.11	0.00	970.11	119.40
5180.049 WORKERS COMP. INS.	2,600	0.00	2,923.58	0.00	323.58	112.45
5180.050 TERMINATION PAY	0	0.00	0.00	0.00	0.00	0.00
5180.053 LONGEVITY	0	0.00	0.00	0.00	0.00	0.00
5180.055 DEPRECIATION	0	0.00	0.00	0.00	0.00	0.00
5180.056 TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 180 Animal Control	37,724	1,568.14	21,828.52	0.00	15,895.48	57.86

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

01 -GENERAL FUND
 DEPARTMENT -M190 Parks & Recreation
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5190.001 WAGES	0	0.00	0.00	0.00	0.00	0.00
5190.002 ENGINEERING	0	0.00	0.00	0.00	0.00	0.00
5190.003 REPAIRS & MAINTENANCE	5,000	40.11	2,743.96	0.00	2,256.04	54.88
5190.008 MOWING	0	0.00	0.00	0.00	0.00	0.00
5190.009 SPECIAL PROJECTS	0	0.00	0.00	0.00	0.00	0.00
5190.010 CONTRACT PLAZA MAINTENANCE	1,800	0.00	91.40	0.00	1,708.60	5.08
5190.012 CHEMICALS	700	514.00	3,970.00	0.00	3,270.00	567.14
5190.013 EQUIPMENT REPAIR	800	0.00	0.00	0.00	800.00	0.00
5190.015 AUDIT	0	0.00	0.00	0.00	0.00	0.00
5190.021 CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
5190.024 TRANS TO EQUIP FUND	5,000	416.67	2,916.69	0.00	2,083.31	58.33
5190.025 UNEMPLOYMENT EXPENSE (TEC)	0	0.00	0.00	0.00	0.00	0.00
5190.032 SOCIAL SECURITY EXPENSE (FICA)	0	0.00	0.00	0.00	0.00	0.00
5190.033 MEDICARE	0	0.00	0.00	0.00	0.00	0.00
5190.036 FUEL (GAS & OIL)	400	0.00	0.00	0.00	400.00	0.00
5190.037 TELEPHONE	300	37.99	151.96	0.00	148.04	50.65
5190.038 UTILITIES	1,700	220.97	1,515.17	0.00	184.83	89.13
5190.039 PARK OVERTIME	0	0.00	0.00	0.00	0.00	0.00
5190.042 SCHOOL/TRAINING/TRAVEL	0	0.00	0.00	0.00	0.00	0.00
5190.043 UNIFORMS	0	0.00	0.00	0.00	0.00	0.00
5190.044 SUPPLIES	700	0.00	0.00	0.00	700.00	0.00
5190.045 PROPERTY/LIABILITY INS.	1,500	0.00	2,425.55	0.00	925.55	161.70
5190.046 EQUIPMENT LEASE	0	0.00	0.00	0.00	0.00	0.00
5190.049 WORKERS COMP. INS.	800	0.00	0.00	0.00	800.00	0.00
5190.050 TERMINATION PAY	0	0.00	0.00	0.00	0.00	0.00
5190.055 DEPRECIATION	0	0.00	0.00	0.00	0.00	0.00
TOTAL 190 Parks & Recreation	18,700	1,229.74	13,814.73	0.00	4,885.27	73.88

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

01 -GENERAL FUND
 DEPARTMENT -M195 Code Enforcement
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5195.001 CODE ENFORCEMENT OFFICIAL	0	0.00	0.00	0.00	0.00	0.00
5195.002 BUILDING OFFICIAL	45,864	3,528.00	26,577.16	0.00	19,286.84	57.95
5195.004 FREIGHT/POSTAGE	200	27.57	37.83	0.00	162.17	18.92
5195.007 DUES & SUBSCRIPTIONS	250	0.00	55.00	0.00	195.00	22.00
5195.008 INSPECTION FEES	0	0.00	0.00	0.00	0.00	0.00
5195.009 SPECIAL PROJECTS	200	0.00	0.00	0.00	200.00	0.00
5195.010 EMPLOYEE PHYSICAL	0	0.00	0.00	0.00	0.00	0.00
5195.014 DEMOLITION	2,000	0.00	0.00	0.00	2,000.00	0.00
5195.015 ADVERTISING	100	0.00	0.00	0.00	100.00	0.00
5195.016 COMPUTER/TECH	300	26.11	182.77	0.00	117.23	60.92
5195.017 EQUIPMENT REPAIRS & PURCHASE	500	17.00	184.34	0.00	315.66	36.87
5195.018 AUDIT	1,000	0.00	1,000.00	0.00	0.00	100.00
5195.021 CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
5195.024 TRANSFER TO EQUIP FUND	5,000	416.67	2,916.69	0.00	2,083.31	58.33
5195.025 UNEMPLOYMENT EXPENSE (TEC)	300	9.00	9.00	0.00	291.00	3.00
5195.032 SOCIAL SECURITY EXPENSE (FICA)	2,849	218.56	1,702.26	0.00	1,146.74	59.75
5195.033 MEDICARE	666	51.12	398.15	0.00	267.85	59.78
5195.034 TML HEALTH INSURANCE	9,384	782.05	5,474.35	0.00	3,909.65	58.34
5195.035 RETIREMENT (TMRS)	4,261	332.18	2,414.80	0.00	1,846.20	56.67
5195.036 FUEL (GAS & OIL)	1,000	63.09	532.92	0.00	467.08	53.29
5195.037 TELEPHONE	720	55.38	491.33	0.00	228.67	68.24
5195.039 OVERTIME	0	0.00	0.00	0.00	0.00	0.00
5195.040 LEASE VEHICLES	5,000	491.79	2,981.06	0.00	2,018.94	59.62
5195.042 SCHOOL/TRAINING/TRAVEL	500	0.00	0.00	0.00	500.00	0.00
5195.043 UNIFORMS	400	0.00	343.98	0.00	56.02	86.00
5195.044 SUPPLIES	500	0.00	287.41	0.00	212.59	57.48
5195.045 PROPERTY/LIABILITY INS.	0	0.00	0.00	0.00	0.00	0.00
5195.049 WORKERS COMP. INS.	0	0.00	0.00	0.00	0.00	0.00
5195.050 TERMINATION PAY	0	0.00	0.00	0.00	0.00	0.00
5195.053 LONGEVITY	900	0.00	900.00	0.00	0.00	100.00
TOTAL 195 Code Enforcement	81,894	6,018.52	46,489.05	0.00	35,404.95	56.77

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

01 -GENERAL FUND
 DEPARTMENT -M530 Due From EDC
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5530.001 DUE FROM EDC	0	0.00	0.00	0.00	0.00	0.00
5530.032 FICA- DUE FROM EDC	0	0.00	0.00	0.00	0.00	0.00
5530.033 MEDICARE - DUE FROM EDC	0	0.00	0.00	0.00	0.00	0.00
5530.053 LONGEVITY	0	0.00	0.00	0.00	0.00	0.00
TOTAL 530 Due From EDC	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL EXPENDITURES	2,468,612	186,686.03	1,468,698.48	0.00	999,913.52	59.49
<hr/>						
REVENUE OVER/(UNDER) EXPENDITURES	845	(32,307.84)	254,530.15	0.00	(253,685.15)	121.91

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

02 -UTILITY FUND
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	2,232,779	141,613.05	1,001,209.09	0.00	1,231,569.91	44.84
TOTAL REVENUES	2,232,779	141,613.05	1,001,209.09	0.00	1,231,569.91	44.84
<u>EXPENDITURE SUMMARY</u>						
140 Public Works	0	0.00	0.00	0.00	0.00	0.00
150 Storm Water	44,100	39.14	28.23	0.00	44,071.77	0.06
160 Water	1,062,051	47,452.95	396,365.69	0.00	665,685.31	37.32
170 Sewer	1,308,424	72,102.38	527,930.28	0.00	780,493.72	40.35
505 Depreciation	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	2,414,575	119,594.47	924,324.20	0.00	1,490,250.80	38.28
REVENUE OVER/(UNDER) EXPENDITURES	(181,796)	22,018.58	76,884.89	0.00	(258,680.89)	42.29-

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

02 -UTILITY FUND
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4000 DISBURSEMENT UTILITIES	0	0.00	0.00	0.00	0.00	0.00
4001 WATER REVENUE	720,000	54,606.07	396,310.31	0.00	323,689.69	55.04
4002 SEWER REVENUE	705,000	56,248.32	378,276.94	0.00	326,723.06	53.66
4003 PENALTIES	25,000	2,521.91	19,533.10	0.00	5,466.90	78.13
4004 TAP FEES	20,000	0.00	10,356.00	0.00	9,644.00	51.78
4005 MISCELLANEOUS REVENUE	0	0.00	0.00	0.00	0.00	0.00
4006 TRANSFER FEE	250	0.00	120.00	0.00	130.00	48.00
4007 CASH OVER/SHORT	0	0.00	0.00	0.00	0.00	0.00
4008 BULK WATER REVENUE	5,000	2,014.00	3,973.00	0.00	1,027.00	79.46
4009 RETURN CHECK FEE REVENUE	400	25.00	50.00	0.00	350.00	12.50
4010 RECONNECT FEE REVENUE	9,000	490.00	3,810.00	0.00	5,190.00	42.33
4011 MISC. WATER & SEWER REVENUE	800	30.00	1,752.60	0.00	952.60	219.08
4012 BULK SEWER	3,500	240.00	1,720.00	0.00	1,780.00	49.14
4015 STORMWATER REVENUE	52,000	4,482.00	31,062.00	0.00	20,938.00	59.73
4016 2012 C.O-FNB-ASSESSMENT FEE	165,829	18,378.00	127,894.38	0.00	37,934.62	77.12
4022 INTEREST EARNED REVENUE	26,000	2,577.75	12,235.70	0.00	13,764.30	47.06
4033 RESALE OF VEHICLES	0	0.00	14,115.06	0.00	14,115.06	0.00
4040 TRANSFER FROM EDC	500,000	0.00	0.00	0.00	500,000.00	0.00
4044 TDA GRANT PROCEED	0	0.00	0.00	0.00	0.00	0.00
4045 INTERGOVERNMENTAL CONTRIBUTION	0	0.00	0.00	0.00	0.00	0.00
4999 TRANSFERS IN	0	0.00	0.00	0.00	0.00	0.00
4999.001 TRANSFER IN SH-37	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	2,232,779	141,613.05	1,001,209.09	0.00	1,231,569.91	44.84

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

02 -UTILITY FUND
 DEPARTMENT -M140 Public Works
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5140.001 DIRECTOR OF PUBLIC WORKS WAGES	0	0.00	0.00	0.00	0.00	0.00
5140.002 CERTIFICATE/LICENSE PAY	0	0.00	0.00	0.00	0.00	0.00
5140.007 COMPUTER/TECH	0	0.00	0.00	0.00	0.00	0.00
5140.009 SPECIAL PROJECTS	0	0.00	0.00	0.00	0.00	0.00
5140.020 VEHICLE REPAIRS	0	0.00	0.00	0.00	0.00	0.00
5140.021 CAPITAL EXPENSE	0	0.00	0.00	0.00	0.00	0.00
5140.024 TRANS TO EQUIP FUND	0	0.00	0.00	0.00	0.00	0.00
5140.025 UNEMPLOYMENT EXPENSE (TEC)	0	0.00	0.00	0.00	0.00	0.00
5140.032 SOCIAL SECURITY EXPENSE (FICA)	0	0.00	0.00	0.00	0.00	0.00
5140.033 MEDICARE EXPENSE	0	0.00	0.00	0.00	0.00	0.00
5140.034 TML HEALTH INS.	0	0.00	0.00	0.00	0.00	0.00
5140.035 RETIREMENT (TMRS)	0	0.00	0.00	0.00	0.00	0.00
5140.036 FUEL (GAS & OIL)	0	0.00	0.00	0.00	0.00	0.00
5140.037 TELEPHONE	0	0.00	0.00	0.00	0.00	0.00
5140.039 OVERTIME	0	0.00	0.00	0.00	0.00	0.00
5140.040 LEASE VEHICLES	0	0.00	0.00	0.00	0.00	0.00
5140.042 TRAVEL/TRAINING/SCHOOL	0	0.00	0.00	0.00	0.00	0.00
5140.043 UNIFORMS	0	0.00	0.00	0.00	0.00	0.00
5140.044 SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
5140.045 PROPERTY/LIABILITY INS	0	0.00	0.00	0.00	0.00	0.00
5140.049 WORKERS COMP INS.	0	0.00	0.00	0.00	0.00	0.00
5140.053 LONGEVITY	0	0.00	0.00	0.00	0.00	0.00
TOTAL 140 Public Works	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

02 -UTILITY FUND
 DEPARTMENT -M150 Storm Water
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5150.001 DRAINAGE MAINTENANCE	14,000	0.00	0.00	0.00	14,000.00	0.00
5150.002 STREET DRAINAGE	30,000	0.00	0.00	0.00	30,000.00	0.00
5150.041 BAD DEBT STORM WATER	100	39.14	28.23	0.00	71.77	28.23
TOTAL 150 Storm Water	44,100	39.14	28.23	0.00	44,071.77	0.06

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

02 -UTILITY FUND
 DEPARTMENT -M160 Water
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5160.001 WAGES	132,935	11,177.60	75,889.83	0.00	57,045.17	57.09
5160.002 CERTIFICATE/LICENSE PAY	3,600	184.62	1,384.65	0.00	2,215.35	38.46
5160.003 DUES & SUBSCRIPTIONS	200	0.00	284.75	0.00	(84.75)	142.38
5160.004 FREIGHT/POSTAGE	3,280	417.92	2,075.78	0.00	1,204.22	63.29
5160.005 PERMITS/ASSESS./LICENSE	7,500	0.00	4,251.25	0.00	3,248.75	56.68
5160.006 LAB SUPPLIES & FEES	18,000	1,141.48	8,670.10	0.00	9,329.90	48.17
5160.007 COMPUTER/TECH	3,000	0.00	848.08	0.00	2,151.92	28.27
5160.008 CONTRACT - FCWD (RAW WATER)	90,000	7,583.33	53,083.31	0.00	36,916.69	58.98
5160.009 LEGAL	0	0.00	0.00	0.00	0.00	0.00
5160.010 WATER PLANT REPAIRS	35,000	455.96	9,838.49	0.00	25,161.51	28.11
5160.011 SERVICE CONTRACT FEES	7,500	0.00	7,213.15	0.00	286.85	96.18
5160.012 CHEMICALS - WATER PLANT	80,000	1,442.10	40,128.42	0.00	39,871.58	50.16
5160.013 SLUDGE DISPOSAL	32,000	0.00	0.00	0.00	32,000.00	0.00
5160.014 REPAIR WATER DIST. SYSTEM	15,000	3,361.03	34,928.05	0.00	(19,928.05)	232.85
5160.015 INT. DUE ON DEPOSITS	3,500	4.10	3,320.52	0.00	179.48	94.87
5160.016 FIRE HYDRANTS AND VALVES	8,000	0.00	464.30	0.00	7,535.70	5.80
5160.017 REPAIR VEHICLE	500	17.00	119.00	0.00	381.00	23.80
5160.018 SPECIAL PROJECTS	1,000	44.92	209.96	0.00	790.04	21.00
5160.019 ENGINEER EXPENSE/ADM	20,000	10,670.90	47,550.82	0.00	(27,550.82)	237.75
5160.020 PIPE SUPPLIES	20,000	0.00	3,909.25	0.00	16,090.75	19.55
5160.021 CAPITAL EXPENSE	436,050	0.00	14,893.84	0.00	421,156.16	3.42
5160.022 WATER METER/REPAIR/FLUSH	10,000	0.00	150.00	0.00	9,850.00	1.50
5160.023 AUDIT	1,000	0.00	1,000.00	0.00	0.00	100.00
5160.024 TRANS TO EQUIP FUND	5,000	416.67	2,916.69	0.00	2,083.31	58.33
5160.025 UNEMPLOYMENT EXPENSE (TEC)	900	20.04	28.84	0.00	871.16	3.20
5160.026 METER READING DEVICE MAINT.	300	0.00	0.00	0.00	300.00	0.00
5160.027 STREET REPAIR FOR WATER LEAKS	2,500	0.00	0.00	0.00	2,500.00	0.00
5160.028 DAM CLEANING	5,000	0.00	3,500.00	0.00	1,500.00	70.00
5160.032 SOCIAL SECURITY (FICA)	8,029	760.59	5,320.02	0.00	2,708.98	66.26
5160.033 MEDICARE	1,877	177.87	1,244.22	0.00	632.78	66.29
5160.034 TML HEALTH INSU.	28,153	2,346.15	14,076.90	0.00	14,076.10	50.00
5160.035 TMRS	12,004	884.45	6,369.48	0.00	5,634.52	53.06
5160.036 GAS & OIL	2,000	79.76	3,286.89	0.00	(1,286.89)	164.34
5160.037 TELEPHONE	4,750	184.40	1,431.32	0.00	3,318.68	30.13
5160.038 UTILITIES	20,655	2,735.26	16,345.10	0.00	4,309.90	79.13
5160.039 OVERTIME	8,000	850.22	7,418.13	0.00	581.87	92.73
5160.040 LEASE VEHICLES	8,218	701.83	4,295.56	0.00	3,922.44	52.27
5160.041 BAD DEBT EXPENSE	2,000	936.31	1,294.56	0.00	705.44	64.73
5160.042 SCHOOL/TRAINING/TRAVEL	6,000	631.26	4,262.16	0.00	1,737.84	71.04
5160.043 UNIFORMS	600	0.00	0.00	0.00	600.00	0.00
5160.044 SUPPLIES	3,500	227.18	858.24	0.00	2,641.76	24.52
5160.045 PROPERTY/LIABILITY INS.	11,000	0.00	10,312.01	0.00	687.99	93.75
5160.047 ADMINISTRATION FEE	0	0.00	0.00	0.00	0.00	0.00
5160.049 WORKERS COMP. INS.	2,700	0.00	2,392.02	0.00	307.98	88.59
5160.050 TERMINATION PAY	0	0.00	0.00	0.00	0.00	0.00
5160.051 2007 WTP CONSTRUCTION LOAN	0	0.00	0.00	0.00	0.00	0.00
5160.052 2007 WTP CONSTRUCTION DEBT TRF	0	0.00	0.00	0.00	0.00	0.00
5160.053 LONGEVITY	800	0.00	800.00	0.00	0.00	100.00
5160.054 2008 USDA CONSTRUCTION LOAN	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

02 -UTILITY FUND
 DEPARTMENT -M160 Water
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5160.055 2008 USDA CONSTRUCTION DEBT	0	0.00	0.00	0.00	0.00	0.00
5160.056 TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
5160.075 TMRS-PENSION COST AUDITORS	0	0.00	0.00	0.00	0.00	0.00
5160.076 OPEB EXPENSE	0	0.00	0.00	0.00	0.00	0.00
TOTAL 160 Water	1,062,051	47,452.95	396,365.69	0.00	665,685.31	37.32

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

02 -UTILITY FUND
 DEPARTMENT -M170 Sewer
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5170.001 WAGES	134,522	10,352.50	78,474.03	0.00	56,047.97	58.34
5170.002 BUILDING REPAIR	500	0.00	0.00	0.00	500.00	0.00
5170.003 DUES & SUBSCRIPTIONS	150	0.00	60.00	0.00	90.00	40.00
5170.004 FREIGHT/POSTAGE	3,000	398.82	2,056.70	0.00	943.30	68.56
5170.005 PERMITS/ASSESS./LICENSE	5,600	0.00	2,467.74	0.00	3,132.26	44.07
5170.006 LAB FEES	16,500	1,456.00	8,051.00	0.00	8,449.00	48.79
5170.007 TRANSFER TO WWTP FUND	0	0.00	0.00	0.00	0.00	0.00
5170.008 TRANS TO OPR FUND	0	0.00	0.00	0.00	0.00	0.00
5170.009 LEGAL	0	0.00	0.00	0.00	0.00	0.00
5170.010 PLANT/LIFT STA. REPAIR	30,000	23,777.04	31,835.03	0.00 (	1,835.03)	106.12
5170.011 LIFT STA. & WW PLANT REHAB.	0	0.00	0.00	0.00	0.00	0.00
5170.012 CHEMICALS - WASTE WATER PLANT	22,000	1,540.38	8,235.63	0.00	13,764.37	37.43
5170.013 SLUDGE DISPOSAL SERVICE	80,000	10,476.77	91,958.80	0.00 (	11,958.80)	114.95
5170.014 REPAIR SEWER COLL. SYSTEM	140,000	2,613.32	15,578.34	0.00	124,421.66	11.13
5170.015 COMPUTER/TECH	2,000	0.00	0.00	0.00	2,000.00	0.00
5170.016 AERATORS/MAINTENANCE	8,000	0.00	12,684.18	0.00 (	4,684.18)	158.55
5170.017 REPAIR VEHICLES	500	17.00	1,271.50	0.00 (	771.50)	254.30
5170.018 SPECIAL PROJECTS	3,000	44.92	209.98	0.00	2,790.02	7.00
5170.019 ENGINEER EXPENSE	20,000	6,281.65	31,320.45	0.00 (	11,320.45)	156.60
5170.020 PIPE SUPPLIES	6,000	0.00	1,365.40	0.00	4,634.60	22.76
5170.021 CAPITAL EXPENSE	530,000	0.00	165,600.00	0.00	364,400.00	31.25
5170.022 2012-C.O-FIRST NATIONAL BANK	165,829	0.00 (	28,675.35)	0.00	194,504.35	17.29-
5170.023 AUDIT	1,000	0.00	1,000.00	0.00	0.00	100.00
5170.024 TRANS TO EQUIP FUND	5,000	416.67	2,916.69	0.00	2,083.31	58.33
5170.025 UNEMPLOYMENT EXPENSE (TEC)	500	18.00	18.00	0.00	482.00	3.60
5170.026 2013 CO TWDB DEBT	0	0.00	0.00	0.00	0.00	0.00
5170.027 STREET REPAIR ON SEWER LEAKS	3,000	0.00	0.00	0.00	3,000.00	0.00
5170.028 2013 CO'S TWDB DEBT	0	0.00	0.00	0.00	0.00	0.00
5170.029 CERTIFICATE/LICENSE PAY	3,000	230.76	1,730.70	0.00	1,269.30	57.69
5170.032 SOCIAL SECURITY (FICA)	8,960	758.70	5,930.07	0.00	3,029.93	66.18
5170.033 MEDICARE	2,095	177.44	1,386.93	0.00	708.07	66.20
5170.034 TML HEALTH INSU.	28,153	2,346.15	16,503.05	0.00	11,649.95	58.62
5170.035 RETIREMENT (TMRS)	13,397	1,401.63	8,788.02	0.00	4,608.98	65.60
5170.036 FUEL (GAS & OIL)	3,000	156.85	1,499.82	0.00	1,500.18	49.99
5170.037 TELEPHONE	2,500	110.76	830.70	0.00	1,669.30	33.23
5170.038 UTILITIES	30,000	6,285.20	30,995.49	0.00 (	995.49)	103.32
5170.039 OVERTIME	11,000	1,586.94	11,440.25	0.00 (	440.25)	104.00
5170.040 LEASE VEHICLES	8,218	699.41	4,281.03	0.00	3,936.97	52.09
5170.041 BAD DEBTS (SEWER SERVICE)	3,000	894.68	927.14	0.00	2,072.86	30.90
5170.042 SCHOOL/TRAINING/TRAVEL	1,500	0.00	395.00	0.00	1,105.00	26.33
5170.043 UNIFORMS	500	0.00	0.00	0.00	500.00	0.00
5170.044 SUPPLIES	5,000	60.79	589.93	0.00	4,410.07	11.80
5170.045 PROPERTY/LIABILITY INS.	5,000	0.00	12,704.03	0.00 (	7,704.03)	254.08
5170.047 ADMINISTRATION FEE	0	0.00	0.00	0.00	0.00	0.00
5170.049 WORKERS COMP. INS.	2,500	0.00	0.00	0.00	2,500.00	0.00
5170.050 TERMINATION PAY	0	0.00	0.00	0.00	0.00	0.00
5170.053 LONGEVITY	3,500	0.00	3,500.00	0.00	0.00	100.00
5170.054 TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
5170.056 INTEREST EXPENSE	0	0.00	0.00	0.00	0.00	0.00
TOTAL 170 Sewer	1,308,424	72,102.38	527,930.28	0.00	780,493.72	40.35

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

O2 -UTILITY FUND
 DEPARTMENT -M505 Depreciation
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5505.000 CIP	0	0.00	0.00	0.00	0.00	0.00
5505.002 DEPRECIATION	0	0.00	0.00	0.00	0.00	0.00
5505.999 PRIOR PERIOD ADJUSTMENTS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 505 Depreciation	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL EXPENDITURES	2,414,575	119,594.47	924,324.20	0.00	1,490,250.80	38.28
<hr/>						
REVENUE OVER/(UNDER) EXPENDITURES	(181,796)	22,018.58	76,884.89	0.00	(258,680.89)	42.29-

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

03 -1998 WWTP EXPANSION
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>						
300 WWTP FUND	0	0.00	0.00	0.00	0.00	0.00
502 1998 WWTO EXPANSION	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

03 -1998 WWTP EXPANSION
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4022 INTEREST INCOME	0	0.00	0.00	0.00	0.00	0.00
4051 ADV. TAX REVENUE	0	0.00	0.00	0.00	0.00	0.00
4051.001 DEL. TAX REVENUE	0	0.00	0.00	0.00	0.00	0.00
4052 ADV TAX REV - PEN & INT	0	0.00	0.00	0.00	0.00	0.00
4999 TRANSFERS IN	0	0.00	0.00	0.00	0.00	0.00
4999.001 TRANSFER FROM DEBT SERVICES	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

03 -1998 WWTP EXPANSION
 DEPARTMENT -M300 WWTP FUND
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5300.002 GENERAL EXPENSE	0	0.00	0.00	0.00	0.00	0.00
5300.003 DEBT SERVICE ADMINISTRATION	0	0.00	0.00	0.00	0.00	0.00
5300.008 INTEREST	0	0.00	0.00	0.00	0.00	0.00
5300.009 DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
5300.020 TRANSFER TO UTILITY FUND	0	0.00	0.00	0.00	0.00	0.00
5300.025 DEPRECIATION EXP	0	0.00	0.00	0.00	0.00	0.00
TOTAL 300 WWTP FUND	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2023

03 -1998 WWTP EXPANSION
DEPARTMENT -M502 1998 WWTO EXPANSION
DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5502.002 DEPRECIATION EXP	0	0.00	0.00	0.00	0.00	0.00
TOTAL 502 1998 WWTO EXPANSION	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

04 -HOTEL/MOTEL FUND
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	40,600	3,873.61	30,087.13	0.00	10,512.87	74.11
TOTAL REVENUES	40,600	3,873.61	30,087.13	0.00	10,512.87	74.11
<u>EXPENDITURE SUMMARY</u>						
400-HOTEL/MOTEL	61,925	26,500.00	31,575.00	0.00	30,350.00	50.99
TOTAL EXPENDITURES	61,925	26,500.00	31,575.00	0.00	30,350.00	50.99
REVENUE OVER/ (UNDER) EXPENDITURES	(21,325)	(22,626.39)	(1,487.87)	0.00	(19,837.13)	6.98

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

04 -HOTEL/MOTEL FUND
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 HOTEL/MOTEL TAX REVENUE	40,000	3,873.61	30,087.13	0.00	9,912.87	75.22
4002 MISC. REVENUE	0	0.00	0.00	0.00	0.00	0.00
4022 INT. EARNED	600	0.00	0.00	0.00	600.00	0.00
TOTAL REVENUE	40,600	3,873.61	30,087.13	0.00	10,512.87	74.11

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

04 -HOTEL/MOTEL FUND
 DEPARTMENT -M400-HOTEL/MOTEL
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5400.002 ARTS ALLIANCE	6,500	6,500.00	6,500.00	0.00	0.00	100.00
5400.003 CHAMBER OF COMMERCE	5,000	0.00	0.00	0.00	5,000.00	0.00
5400.004 UNDESIGNATED FUNDS	0	0.00	0.00	0.00	0.00	0.00
5400.005 HISTORICAL ASSN. DONATION	20,000	20,000.00	20,000.00	0.00	0.00	100.00
5400.006 SRS AUCTION SERVICES	2,400	0.00	0.00	0.00	2,400.00	0.00
5400.007 THE ALAMO MISSION	5,450	0.00	0.00	0.00	5,450.00	0.00
5400.008 GENEALOGICIAL SOCIETY	0	0.00	0.00	0.00	0.00	0.00
5400.009 MOUNT VERNON MUSIC	0	0.00	0.00	0.00	0.00	0.00
5400.010 FRANKLIN CO. YOUTH BASEBALL	7,500	0.00	0.00	0.00	7,500.00	0.00
5400.011 BIKE TOUR	5,075	0.00	5,075.00	0.00	0.00	100.00
5400.012 MAIN STREET	10,000	0.00	0.00	0.00	10,000.00	0.00
5400.013 THE HOLBROOK BED & BREAKFAST	0	0.00	0.00	0.00	0.00	0.00
TOTAL 400-HOTEL/MOTEL	61,925	26,500.00	31,575.00	0.00	30,350.00	50.99
TOTAL EXPENDITURES	61,925	26,500.00	31,575.00	0.00	30,350.00	50.99
REVENUE OVER/(UNDER) EXPENDITURES	(21,325)	(22,626.39)	(1,487.87)	0.00	(19,837.13)	6.98

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

05 -EDC
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	396,070	90,306.12	206,812.86	0.00	189,257.14	52.22
TOTAL REVENUES	396,070	90,306.12	206,812.86	0.00	189,257.14	52.22
<u>EXPENDITURE SUMMARY</u>						
300 EDC	1,238,950	2,000.00	5,531.32	0.00	1,233,418.68	0.45
TOTAL EXPENDITURES	1,238,950	2,000.00	5,531.32	0.00	1,233,418.68	0.45
REVENUE OVER/ (UNDER) EXPENDITURES	(842,880)	88,306.12	201,281.54	0.00	(1,044,161.54)	23.88-

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

05 -EDC
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 EDC TAX REV.	390,070	88,315.97	222,994.24	0.00	167,075.76	57.17
4018 MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
4022 INTEREST	6,000	1,990.15	(16,181.38)	0.00	22,181.38	269.69
TOTAL REVENUE	396,070	90,306.12	206,812.86	0.00	189,257.14	52.22

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

05 -EDC
 DEPARTMENT -M300 EDC
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5300.001 WAGES/CONSULTANT	63,000	0.00	0.00	0.00	63,000.00	0.00
5300.002 COMPUTER	500	0.00	0.00	0.00	500.00	0.00
5300.003 PROMOTIONAL/MARKETING	5,000	0.00	0.00	0.00	5,000.00	0.00
5300.004 POSTAGE	100	0.00	0.00	0.00	100.00	0.00
5300.005 AUDIT EXPENSE	1,000	0.00	0.00	0.00	1,000.00	0.00
5300.007 LEG. OUTREACH	0	0.00	0.00	0.00	0.00	0.00
5300.008 SCHOLORSHIP	2,000	2,000.00	2,000.00	0.00	0.00	100.00
5300.009 PUBLICATIONS	0	0.00	0.00	0.00	0.00	0.00
5300.010 ATTORNEY FEES	10,000	0.00	0.00	0.00	10,000.00	0.00
5300.011 WEBSITE	500	0.00	120.00	0.00	380.00	24.00
5300.012 HIST. FACADE GRANT	20,000	0.00	0.00	0.00	20,000.00	0.00
5300.014 DISCRETIONARY FUNDS	0	0.00	0.00	0.00	0.00	0.00
5300.017 ADVERTISING/PUBLIC NOTICES	500	0.00	0.00	0.00	500.00	0.00
5300.018 BUSINESS INCENTIVES	3,000	0.00	3,411.32	0.00	(411.32)	113.71
5300.019 RENTAL ASSISTANCE PROGRAM	15,000	0.00	0.00	0.00	15,000.00	0.00
5300.020 JOB CREATION INCENTIVE	10,000	0.00	0.00	0.00	10,000.00	0.00
5300.021 EXISTING BUS. STRUCTURE	25,000	0.00	0.00	0.00	25,000.00	0.00
5300.022 SPECIAL PROJECT	0	0.00	0.00	0.00	0.00	0.00
5300.023 MAIN STREET ONGOING	10,000	0.00	0.00	0.00	10,000.00	0.00
5300.024 BUSINESS RETENTION	0	0.00	0.00	0.00	0.00	0.00
5300.025 UNEMPLOYMENT EXP (TEC)	0	0.00	0.00	0.00	0.00	0.00
5300.026 BUSINESS RECRUITMENT	0	0.00	0.00	0.00	0.00	0.00
5300.027 DUES	1,000	0.00	0.00	0.00	1,000.00	0.00
5300.028 BUS ANALYTICS	0	0.00	0.00	0.00	0.00	0.00
5300.029 INFRASTRUCTURE	1,000,000	0.00	0.00	0.00	1,000,000.00	0.00
5300.030 SPLASH PAD	0	0.00	0.00	0.00	0.00	0.00
5300.031 CAPITAL OUTLAY	70,000	0.00	0.00	0.00	70,000.00	0.00
5300.032 SOCIAL SECURITY (FICA)	0	0.00	0.00	0.00	0.00	0.00
5300.033 MEDICARE	0	0.00	0.00	0.00	0.00	0.00
5300.034 TML INSURANCE	0	0.00	0.00	0.00	0.00	0.00
5300.035 RETIREMENT (TMRS)	0	0.00	0.00	0.00	0.00	0.00
5300.037 TELEPHONE	750	0.00	0.00	0.00	750.00	0.00
5300.042 SCHOOL/TRAINING/TRAVEL	1,000	0.00	0.00	0.00	1,000.00	0.00
5300.044 SUPPLIES	600	0.00	0.00	0.00	600.00	0.00
5300.053 LONGEVITY	0	0.00	0.00	0.00	0.00	0.00
5300.075 TMRS-PENSION COST AUDITORS	0	0.00	0.00	0.00	0.00	0.00
5300.999 PRIOR PERIOD ADJUSTMENTS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 300 EDC	1,238,950	2,000.00	5,531.32	0.00	1,233,418.68	0.45
<hr/>						
TOTAL EXPENDITURES	1,238,950	2,000.00	5,531.32	0.00	1,233,418.68	0.45
<hr/>						
REVENUE OVER/(UNDER) EXPENDITURES	(842,880)	88,306.12	201,281.54	0.00	(1,044,161.54)	23.88-

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

07 -DEBT FUND
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	164,575	2,231.47	186,751.34	0.00	(22,176.34)	113.47
TOTAL REVENUES	164,575	2,231.47	186,751.34	0.00	(22,176.34)	113.47
<u>EXPENDITURE SUMMARY</u>						
000 TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
700 DEBT FUND	163,577	0.00	4,913.50	0.00	158,663.50	3.00
TOTAL EXPENDITURES	163,577	0.00	4,913.50	0.00	158,663.50	3.00
REVENUE OVER/(UNDER) EXPENDITURES	998	2,231.47	181,837.84	0.00	(180,839.84)	8,220.22

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

07 -DEBT FUND
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 TAX REVENUE	154,575	705.58	177,543.80	0.00 (	22,968.80)	114.86
4002 DEL. TAX REV	3,000	387.02	1,882.43	0.00	1,117.57	62.75
4002.001 I&S TAX ATT.	1,000	352.16	791.74	0.00	208.26	79.17
4003 DEBT SERVICE P & I	2,000 (	17.85)	1,162.89	0.00	837.11	58.14
4022 INTEREST EARNED	4,000	804.56	5,370.48	0.00 (	1,370.48)	134.26
4999 TRANSFER	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	164,575	2,231.47	186,751.34	0.00 (	22,176.34)	113.47

CITY OF MOUNT VERNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2023

Item 1.

07 -DEBT FUND
DEPARTMENT -M000 TRANSFERS
DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5000 TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 000 TRANSFERS	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

07 -DEBT FUND
 DEPARTMENT -M700 DEBT FUND
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5700.000 DEBT SERVICE FEES	0	0.00	0.00	0.00	0.00	0.00
5700.026 TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
5700.027 MISC. EXP.	0	0.00	0.00	0.00	0.00	0.00
5700.028 2012 C.O. FIRST NATIONAL BANK	0	0.00	0.00	0.00	0.00	0.00
5700.029 2013 C.O. TWDB DEBT	24,427	0.00	4,913.50	0.00	19,513.50	20.12
5700.030 2018 C.O. FIRST NATIONAL BANK	139,150	0.00	0.00	0.00	139,150.00	0.00
TOTAL 700 DEBT FUND	163,577	0.00	4,913.50	0.00	158,663.50	3.00
<hr/>						
TOTAL EXPENDITURES	163,577	0.00	4,913.50	0.00	158,663.50	3.00
<hr/>						
REVENUE OVER/(UNDER) EXPENDITURES	998	2,231.47	181,837.84	0.00 (	180,839.84)	8,220.22

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

09 -EQUIPMENT FUND
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	50,000	3,333.36	20,000.16	0.00	29,999.84	40.00
TOTAL REVENUES	50,000	3,333.36	20,000.16	0.00	29,999.84	40.00
<u>EXPENDITURE SUMMARY</u>						
900 EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	50,000	3,333.36	20,000.16	0.00	29,999.84	40.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

09 -EQUIPMENT FUND
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4022 INT. EARNED	0	0.00	0.00	0.00	0.00	0.00
4027 SALE OF ASSETS	0	0.00	0.00	0.00	0.00	0.00
4028 FIRE DEPARTMENT TRUCK	10,000	0.00	0.00	0.00	10,000.00	0.00
4029 MISC. REVENUE	0	0.00	0.00	0.00	0.00	0.00
4050 TRANSFERS IN	40,000	3,333.36	20,000.16	0.00	19,999.84	50.00
TOTAL REVENUE	50,000	3,333.36	20,000.16	0.00	29,999.84	40.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

09 -EQUIPMENT FUND
 DEPARTMENT -M900 EQUIPMENT
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5900.001 TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL 900 EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
REVENUE OVER/ (UNDER) EXPENDITURES	50,000	3,333.36	20,000.16	0.00	29,999.84	40.00

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

10 -CHILD SAFETY
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	1,110	50.00	351.97	0.00	758.03	31.71
TOTAL REVENUES	1,110	50.00	351.97	0.00	758.03	31.71
<u>EXPENDITURE SUMMARY</u>						
CHILD SAFETY	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL EXPENDITURES	1,000	0.00	0.00	0.00	1,000.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	110	50.00	351.97	0.00	(241.97)	319.97

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

10 -CHILD SAFETY
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 CHILD SAFETY REVENUE	100	50.00	351.97	0.00 (	251.97)	351.97
4022 INT. EARNED	10	0.00	0.00	0.00	10.00	0.00
4023 TRANSFER FROM GENERAL FUND	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL REVENUE	1,110	50.00	351.97	0.00	758.03	31.71

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

10 -CHILD SAFETY
 DEPARTMENT -MCHILD SAFETY
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5010.001 CHILD SAFETY EXPENSE	0	0.00	0.00	0.00	0.00	0.00
5010.002 ETCADA KID PROGRAM	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL CHILD SAFETY	1,000	0.00	0.00	0.00	1,000.00	0.00
<hr/>						
TOTAL EXPENDITURES	1,000	0.00	0.00	0.00	1,000.00	0.00
<hr/>						
REVENUE OVER/ (UNDER) EXPENDITURES	110	50.00	351.97	0.00 (	241.97)	319.97

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

12 -GENERAL FIXED ASSETS
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>						
FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2023

Item 1.

12 -GENERAL FIXED ASSETS
FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4050 TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

12 -GENERAL FIXED ASSETS
 DEPARTMENT -MFIXED ASSETS
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5012.001 PRIOR PERIOD ADJUSTMENTS	0	0.00	0.00	0.00	0.00	0.00
TOTAL FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

14 -TECHNOLOGY
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	500	105.34	691.62	0.00 (	191.62)	138.32
TOTAL REVENUES	500	105.34	691.62	0.00 (	191.62)	138.32
<u>EXPENDITURE SUMMARY</u>						
014 TECHNOLOGY	400	0.00	0.00	0.00	400.00	0.00
TOTAL EXPENDITURES	400	0.00	0.00	0.00	400.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	100	105.34	691.62	0.00 (	591.62)	691.62

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

14 -TECHNOLOGY
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 TECHNOLOGY REVENUE	400	105.34	691.62	0.00 (	291.62)	172.91
4022 INT. EARNED	100	0.00	0.00	0.00	100.00	0.00
TOTAL REVENUE	500	105.34	691.62	0.00 (	191.62)	138.32

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

14 -TECHNOLOGY
 DEPARTMENT -M014 TECHNOLOGY
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5014.001 TECHNOLOGY EXPENSES	400	0.00	0.00	0.00	400.00	0.00
TOTAL 014 TECHNOLOGY	400	0.00	0.00	0.00	400.00	0.00
<hr/>						
TOTAL EXPENDITURES	400	0.00	0.00	0.00	400.00	0.00
<hr/>						
REVENUE OVER/(UNDER) EXPENDITURES	100	105.34	691.62	0.00 (	591.62)	691.62

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

15 -SECURITY
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	300	0.00	21.15	0.00	278.85	7.05
TOTAL REVENUES	300	0.00	21.15	0.00	278.85	7.05
<u>EXPENDITURE SUMMARY</u>						
015 SECURITY	300	0.00	0.00	0.00	300.00	0.00
TOTAL EXPENDITURES	300	0.00	0.00	0.00	300.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	21.15	0.00 (	21.15)	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

15 -SECURITY
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 SECURITY REVENUE	300	0.00	21.15	0.00	278.85	7.05
4022 INT EARNED	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	300	0.00	21.15	0.00	278.85	7.05

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

15 -SECURITY
 DEPARTMENT -M015 SECURITY
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5015.001 SECURITY EXPENSES	300	0.00	0.00	0.00	300.00	0.00
TOTAL 015 SECURITY	300	0.00	0.00	0.00	300.00	0.00
<hr/>						
TOTAL EXPENDITURES	300	0.00	0.00	0.00	300.00	0.00
<hr/>						
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	21.15	0.00 (	21.15)	0.00

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

20 -ENDOWEMENT FUND
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	3,500	(1,004.67)	(1,004.67)	0.00	4,504.67	28.70-
TOTAL REVENUES	3,500	(1,004.67)	(1,004.67)	0.00	4,504.67	28.70-
<u>EXPENDITURE SUMMARY</u>						
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	3,500	(1,004.67)	(1,004.67)	0.00	4,504.67	28.70-

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

20 -ENDOWEMENT FUND
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4020 ENDOWEMENT CD'S	0	0.00	0.00	0.00	0.00	0.00
4022 ENDOWEMENT INTEREST	3,500 (	1,004.67) (	1,004.67)	0.00	4,504.67	28.70-
TOTAL REVENUE	3,500 (	1,004.67) (	1,004.67)	0.00	4,504.67	28.70-
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	3,500 (	1,004.67) (	1,004.67)	0.00	4,504.67	28.70-

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

21 -TWDB WATERLINE GRANT
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>						
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

21 -TWDB WATERLINE GRANT
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 TWDB REVENUE	0	0.00	0.00	0.00	0.00	0.00
4022 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

22 -CONFISCATED FUNDS
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>						
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2023

Item 1.

22 -CONFISCATED FUNDS
FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 CONFISCATED REVENUE	0	0.00	0.00	0.00	0.00	0.00
4022 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

23 -PARK PROJECT
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	100	40.97	29,905.77	0.00	(29,805.77)	9,905.77
TOTAL REVENUES	100	40.97	29,905.77	0.00	(29,805.77)	9,905.77
<u>EXPENDITURE SUMMARY</u>						
PARK PROJECT	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	100	40.97	29,905.77	0.00	(29,805.77)	9,905.77

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

23 -PARK PROJECT
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 PARK REVENUE	0	0.00	29,796.01	0.00 (	29,796.01)	0.00
4022 INTEREST EARNED	100	40.97	109.76	0.00 (	9.76)	109.76
4023 A/R-AUDITORS ADJ	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	100	40.97	29,905.77	0.00 (	29,805.77)	9,905.77

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

23 -PARK PROJECT
 DEPARTMENT -MPARK PROJECT
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5023.040 RAGBALL	0	0.00	0.00	0.00	0.00	0.00
5023.041 REPAIRS	0	0.00	0.00	0.00	0.00	0.00
5023.042 SPLASH PAD	0	0.00	0.00	0.00	0.00	0.00
5023.044 SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL PARK PROJECT	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
REVENUE OVER/ (UNDER) EXPENDITURES	100	40.97	29,905.77	0.00 (	29,805.77)	9,905.77

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

24 -HOME PROGRAM
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>						
HOME PROGRAM	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2023

Item 1.

24 -HOME PROGRAM
FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 HOME PROGRAM REVENUE	0	0.00	0.00	0.00	0.00	0.00
4022 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

24 -HOME PROGRAM
 DEPARTMENT -MHOME PROGRAM
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5024.001 CONSTRUCTION	0	0.00	0.00	0.00	0.00	0.00
5024.002 CONSULTANTS	0	0.00	0.00	0.00	0.00	0.00
5024.003 CITY EXPENSE	0	0.00	0.00	0.00	0.00	0.00
TOTAL HOME PROGRAM	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

25 -TXCDGB
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>						
TXCDBG	0	8,127.63	26,060.94	0.00	(26,060.94)	0.00
TOTAL EXPENDITURES	0	8,127.63	26,060.94	0.00	(26,060.94)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	(8,127.63)	(26,060.94)	0.00	26,060.94	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

25 -TXCDGB
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 TXCDGB REVENUE	0	0.00	0.00	0.00	0.00	0.00
4002 A/R-AUDITORS ADJ	0	0.00	0.00	0.00	0.00	0.00
4003 ARPA GRANT PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
4022 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
4050 TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

25 -TXCDGB
 DEPARTMENT -MTXCDBG
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5025.001 CONSTRUCTION-SIDEWALK	0	0.00	0.00	0.00	0.00	0.00
5025.002 ENGINEERS - SIDEWALK	0	0.00	0.00	0.00	0.00	0.00
5025.003 CONSULTANTS - SIDEWALK	0	0.00	0.00	0.00	0.00	0.00
5025.004 CITY ADMINISTRATION - SIDEWALK	0	0.00	0.00	0.00	0.00	0.00
5025.005 CONSTRUCTION - WATER PLANT	0	0.00	0.00	0.00	0.00	0.00
5025.006 ENGINEERS - WATER PLANT	0	0.00	0.00	0.00	0.00	0.00
5025.007 CONSULTANTS - WATER PLANT	0	0.00	0.00	0.00	0.00	0.00
5025.008 ADMINISTRATION - WATER PLANT	0	0.00	0.00	0.00	0.00	0.00
5025.009 AMERICAN RESCUE ACT-ENGINEER	0	1,342.80	19,276.11	0.00 (	19,276.11)	0.00
5025.010 AMERICAN RESCUE ACT-CONSTRUCTI	0	0.00	0.00	0.00	0.00	0.00
5025.011 TXCDBG COMM DEVLOP ENGINEER	0	0.00	0.00	0.00	0.00	0.00
5025.012 TXCDBG COMM DEVLOP CONSULT	0	6,784.83	6,784.83	0.00 (	6,784.83)	0.00
5025.013 TXCDBG COMM DEVLOP CONSTRUCT	0	0.00	0.00	0.00	0.00	0.00
TOTAL TXCDBG	0	8,127.63	26,060.94	0.00 (	26,060.94)	0.00
<hr/>						
TOTAL EXPENDITURES	0	8,127.63	26,060.94	0.00 (	26,060.94)	0.00
<hr/>						
REVENUE OVER/(UNDER) EXPENDITURES	0 (	8,127.63)	(26,060.94)	0.00	26,060.94	0.00

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

26 -2013 WASTEWATER REP/IMP
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>						
2013 WW REPL/IMP	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

26 -2013 WASTEWATER REP/IMP
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 2013 WASTEWATER REVENUE	0	0.00	0.00	0.00	0.00	0.00
4022 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
4999 TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

26 -2013 WASTEWATER REP/IMP
 DEPARTMENT -M2013 WW REPL/IMP
 DEPARTMENTAL EXPENDITURES

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
5026.001 CONSTRUCTION	0	0.00	0.00	0.00	0.00	0.00
5026.002 DEBT PAYMENT	0	0.00	0.00	0.00	0.00	0.00
5026.003 ENGINEERING	0	0.00	0.00	0.00	0.00	0.00
5026.004 TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
5026.005 DEBT SERVICE EXPENSE	0	0.00	0.00	0.00	0.00	0.00
5026.006 EASEMENTS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 2013 WW REPL/IMP	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

27 -LOCAL TRUANCY PREVENT
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	300	131.68	829.27	0.00	(529.27)	276.42
TOTAL REVENUES	300	131.68	829.27	0.00	(529.27)	276.42
REVENUE OVER/(UNDER) EXPENDITURES	300	131.68	829.27	0.00	(529.27)	276.42

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

27 -LOCAL TRUANCY PREVENT
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 LOCAL TRUANCY PREVENTION FUND	300	131.68	829.27	0.00 (	529.27)	276.42
TOTAL REVENUE	300	131.68	829.27	0.00 (	529.27)	276.42
REVENUE OVER/(UNDER) EXPENDITURES	300	131.68	829.27	0.00 (	529.27)	276.42

*** END OF REPORT ***

CITY OF MOUNT VERNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2023

Item 1.

28 -LOCAL MUNICIPAL JURY FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	10	2.63	16.58	0.00	(6.58)	165.80
TOTAL REVENUES	10	2.63	16.58	0.00	(6.58)	165.80
REVENUE OVER/(UNDER) EXPENDITURES	10	2.63	16.58	0.00	(6.58)	165.80

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

28 -LOCAL MUNICIPAL JURY FUND
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 LOCAL MUNICIPAL JURY FUND	10	2.63	16.58	0.00 (	6.58)	165.80
TOTAL REVENUE	10	2.63	16.58	0.00 (	6.58)	165.80
REVENUE OVER/(UNDER) EXPENDITURES	10	2.63	16.58	0.00 (	6.58)	165.80

*** END OF REPORT ***

CITY OF MOUNT VERNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2023

Item 1.

29 -OPIOID ABATEMENT FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
ALL REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>						
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

CITY OF MOUNT VERNON
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2023

Item 1.

29 -OPIOID ABATEMENT FUND
 FINANCIAL SUMMARY

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4001 REVENUED	0	0.00	0.00	0.00	0.00	0.00
4023 TRANSFER FROM GENERAL FUND	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

CITY OF MOUNT VERNON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2023

99 - POOLED CASH
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
--	-------------------	-------------------	------------------------	---------------------	-------------------	-----------------

EXPENDITURE SUMMARY

TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

5/03/2023 10:18 AM

A/P HISTORY CHECK REPORT

PAGE:

Item 1.

VENDOR SET: 99 City of Mount Vernon
 BANK: 99 POOLED CASH
 DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4180	AARON TYLER JOHNSON							
I-202304060604	AARON TYLER JOHNSON	R	4/06/2023	10.00		062378		10.00
	FIRE DEPT							
2270	ADAM DECKER							
I-202304060609	ADAM DECKER	R	4/06/2023	140.80		062379		140.80
	FIRE DEPT							
0040	ANA-LAB CORPORATION							
I-A0574370	ANA-LAB CORPORATION	R	4/06/2023	744.00		062380		744.00
	WTP							
52	ASSOCIATED SUPPLY COMPANY, INC							
I-SW0290273-1	ASSOCIATED SUPPLY COMPANY, INC	R	4/06/2023	1,186.00		062381		1,186.00
	MAINTENANCE DEPT BACK HOE							
214	AT&T MOBILITY							
I-529860X03272023	AT&T MOBILITY	R	4/06/2023	210.00		062382		210.00
	ACCT # 287286529860							
5040	KELLY BOHLKEN							
I-885840	KELLY BOHLKEN	R	4/06/2023	2,600.95		062383		
	GARAGE DOOR OPENER FOR FIRE DEPT							
I-885841	KELLY BOHLKEN	R	4/06/2023	1,607.14		062383		
	CITY HALL LIGHTING							
I-885842	KELLY BOHLKEN	R	4/06/2023	21,135.80		062383		25,343.89
	WWTP							
2930	BRADEN LEE BOLIN							
I-202304060611	BRADEN LEE BOLIN	R	4/06/2023	31.50		062384		31.50
	FIRE DEPT							
4250	BRAYDON BRYAN							
I-202304060615	BRAYDON BRYAN	R	4/06/2023	96.23		062385		96.23
	REIMBURSE FOR TRAVEL/FOOD							
1610	BROOKSEY CROW INC.							
I-2022342	BROOKSEY CROW INC.	R	4/06/2023	920.00		062386		920.00
	MAINTENANCE DEPT							
1760	CARSON BRADLEY BOLIN							
I-202304060613	CARSON BRADLEY BOLIN	R	4/06/2023	131.00		062387		131.00
	FIRE DEPT							

5/03/2023 10:18 AM

A/P HISTORY CHECK REPORT

PAGE:

Item 1.

VENDOR SET: 99 City of Mount Vernon
 BANK: 99 POOLED CASH
 DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0055 I-202304060614 FIRE DEPT	CHARLES EDWARD RUSSELL CHARLES EDWARD RUSSELL	R	4/06/2023	52.80		062388		52.80
195 I-4150943286 ACCT # 16552586	CINTAS CORPORATION #495 CINTAS CORPORATION #495	R	4/06/2023	140.29		062389		140.29
2640 I-202304060603 FIRE DEPT	CODY BRADFORD CODY BRADFORD	R	4/06/2023	84.60		062390		84.60
9850 I-95264 WTP REPAIRS	DATA FLOW SYSTEMS, INC. DATA FLOW SYSTEMS, INC.	R	4/06/2023	207.96		062391		207.96
2660 I-202304060601 FIRE DEPT	DAVID AARON JANES DAVID AARON JANES	R	4/06/2023	96.50		062392		96.50
6750 I-36371 WTP	EAGLE LABS, INC. EAGLE LABS, INC.	R	4/06/2023	591.50		062393		591.50
2030 I-202304060616 HOT FUNDS REIMBURSEMENT	FRANKLIN CO. HIST. ASSN. FRANKLIN CO. HIST. ASSN.	R	4/06/2023	20,000.00		062394		20,000.00
102 I-202304060617 ACCT # 210-188-091312-5	FRONTIER COMMUNICATIONS FRONTIER COMMUNICATIONS	R	4/06/2023	146.23		062395		146.23
3880 I-NP64117345 ACCT #BG121381	FUELMAN FUELMAN	R	4/06/2023	96.73		062396		96.73
7040 I-148071 FIRE DEPT	GARY'S TERMITE & PEST CONTROL GARY'S TERMITE & PEST CONTROL	R	4/06/2023	80.20		062397		80.20
0070 I-IN334549 TRACKING DEVICES	GEOTAB USA, INC GEOTAB USA, INC	R	4/06/2023	153.00		062398		153.00

5/03/2023 10:18 AM

A/P HISTORY CHECK REPORT

PAGE:

Item 1.

VENDOR SET: 99 City of Mount Vernon
 BANK: 99 POOLED CASH
 DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3510	INTERNAL REVENUE SERVICE I-TX PRD 6-30-22 941 TAX	R	4/06/2023	1,635.39		062399		1,635.39
9970	JAYME HALEY I-202304060600 FIRE DEPT	R	4/06/2023	112.50		062400		112.50
7680	JOSHUA M. TUCKER I-202304060597 FIRE DEPT	R	4/06/2023	426.00		062401		426.00
4190	KADEN PAUL LESTER I-202304060602 FIRE DEPT	R	4/06/2023	179.06		062402		179.06
3080	KEATON DECKER I-202304060605 FIRE DEPT	R	4/06/2023	404.50		062403		404.50
4370	KOLBY WILLIAM FITE I-202304060608 FIRE DEPT	R	4/06/2023	87.50		062404		87.50
0168	MITCHELL WELDING SUPPLY I-00167456 MAINTENCE DEPT SUPPLIES	R	4/06/2023	30.76		062405		30.76
5030	O'REILLY AUTO PARTS I-1991-408685 POLICE DEPT	R	4/06/2023	16.82		062406		
	O'REILLY AUTO PARTS I-1991-410539 FIRE DEPT	R	4/06/2023	19.74		062406		36.56
6650	OPTIMUM (SUDDENLINK) I-202304060618 ACCT # 07707-119434-01-2	R	4/06/2023	14.28		062407		14.28
0940	PEOPLES TELEPHONE I-202304060619 ACCT # 0001339701	R	4/06/2023	365.86		062408		365.86
7740	REPUBLIC SERVICES #070 I-0070-003297253 WWTP SLUDGE REMOVAL	R	4/06/2023	10,476.77		062409		10,476.77

5/03/2023 10:18 AM
 VENDOR SET: 99 City of Mount Vernon
 BANK: 99 POOLED CASH
 DATE RANGE: 4/01/2023 THRU 4/30/2023

A/P HISTORY CHECK REPORT

PAGE:

Item 1.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2290 I-202304060606 FIRE DEPT	RICHARD BRIAN THOMAS RICHARD BRIAN THOMAS	R	4/06/2023	264.92		062410		264.92
0132 I-202304060610 FIRE DEPT	SEAN PERRY MEDDERS SEAN PERRY MEDDERS	R	4/06/2023	109.00		062411		109.00
107 I-202304060599 FIRE DEPT	SHANE MARKER SHANE MARKER	R	4/06/2023	191.40		062412		191.40
0840 I-202304060620 ACCT # 966-135-002-0-4	SOUTHWESTERN ELECTRIC POWER CO SOUTHWESTERN ELECTRIC POWER CO	R	4/06/2023	143.72		062413		
I-202304060621 ACCT #968-705-996-0-0	SOUTHWESTERN ELECTRIC POWER CO	R	4/06/2023	23.39		062413		
I-202304060622 ACCT # 962-667-590-0-8	SOUTHWESTERN ELECTRIC POWER CO	R	4/06/2023	122.84		062413		
I-202304060623 ACCT # 964-722-104-0-8	SOUTHWESTERN ELECTRIC POWER CO	R	4/06/2023	10.70		062413		300.65
1140 I-202304060624 COURT COSTS	STATE COMPTROLLER STATE COMPTROLLER	R	4/06/2023	5,323.95		062414		5,323.95
5830 I-49243674	THE HOME DEPOT - FORMERLY SUPP THE HOME DEPOT - FORMERLY SUPP PAPER PRODUCT SUPPLIES	R	4/06/2023	303.91		062415		303.91
4330 I-202304060625 FIRE DEPT SERVICE CALL	TOBY BOATMAN GARAGE DOORS TOBY BOATMAN GARAGE DOORS	R	4/06/2023	125.00		062416		125.00
2630 I-202304060607 FIRE DEPT	TY THOMAS MCCARLEY TY THOMAS MCCARLEY	R	4/06/2023	276.00		062417		276.00
1000 I-202304060626 ANNUAL FEE RENEWAL	U. S. POSTMASTER U. S. POSTMASTER	R	4/06/2023	290.00		062418		290.00
0870 I-9930628366 ACT # 913724005-0001	VERIZON VERIZON	R	4/06/2023	443.43		062419		443.43

5/03/2023 10:18 AM
 VENDOR SET: 99 City of Mount Vernon
 BANK: 99 POOLED CASH
 DATE RANGE: 4/01/2023 THRU 4/30/2023

A/P HISTORY CHECK REPORT

PAGE:

Item 1.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
199	VIDALYON STUDIOS I-530E5D3C-0029 MAIN STREET WEBSITE HOST	R	4/06/2023	43.98		062420		43.98
9960	WESLEY SARGENT I-202304060598 FIRE DEPT	R	4/06/2023	134.00		062421		134.00
0480	AIRGAS USA LLC I-9996226282 PAYER #1561442 MAINTENANCE DEPT	R	4/13/2023	91.33		062422		91.33
2390	AMERICAN MUNICIPAL SERVICES CO I-56529 AMERICAN MUNICIPAL SERVICES CO COURT COLLECTIONS	R	4/13/2023	174.00		062423		174.00
0040	ANA-LAB CORPORATION I-A0574369 WWTP	R	4/13/2023	1,456.00		062424		1,456.00
7220	AVENU INSIGHTS & ANALYTICS I-INV06-016216 AVENU INSIGHTS & ANALYTICS 4TH QUARTER 2022	R	4/13/2023	1,544.30		062425		1,544.30
3420	BANNER FIRE EQUIPMENT, INC I-11P14108 BANNER FIRE EQUIPMENT, INC FIRE DEPT	R	4/13/2023	1,470.00		062426		1,470.00
1610	BROOKSEY CROW INC. I-2022366 BROOKSEY CROW INC. WWTP	R	4/13/2023	2,070.00		062427		2,070.00
3140	CARD SERVICE CENTER C-202304130628 I-202304130627 CARD SERVICE CENTER CARD SERVICE CENTER	R R	4/13/2023 4/13/2023	342.39CR 1,662.86		062428 062428		1,320.47
0880	CENTER POINT ENERGY I-202304130629 CENTER POINT ENERGY ACCT # 8000040366-9	R	4/13/2023	518.71		062429		518.71
195	CINTAS CORPORATION #495 I-4151650882 CINTAS CORPORATION #495 ACCT # 16552586 I-4152351225 CINTAS CORPORATION #495 ACCT # 16552586	R R	4/13/2023 4/13/2023	296.29 140.29		062430 062430		436.58

5/03/2023 10:18 AM
 VENDOR SET: 99 City of Mount Vernon
 BANK: 99 POOLED CASH
 DATE RANGE: 4/01/2023 THRU 4/30/2023

A/P HISTORY CHECK REPORT

PAGE:

Item 1.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0110	DPC INDUSTRIES, INC.							
I-797000915-23	DPC INDUSTRIES, INC.	R	4/13/2023	850.60		062431		
WTP								
I-797000916-23	DPC INDUSTRIES, INC.	R	4/13/2023	748.60		062431		1,599.20
WWTP								
7520	FIRE-TECK							
I-22-0220	FIRE-TECK	R	4/13/2023	1,333.78		062432		1,333.78
FIRE DEPT								
0900	GARY R. TRAYLOR & ASSOC.							
I-9742	GARY R. TRAYLOR & ASSOC.	R	4/13/2023	300.00		062433		300.00
WWTP & WTP								
216	JS & G CALIBRATION SERVICE							
I-41223	JS & G CALIBRATION SERVICE	R	4/13/2023	400.00		062434		400.00
YEARLY CALIBRATIONS								
0320	MAL TECHNOLOGIES FLEET							
I-1800	MAL TECHNOLOGIES FLEET	R	4/13/2023	194.04		062435		194.04
POLICE DEPT								
7400	MES-TEXAS							
C-SO1712065	MES-TEXAS	R	4/13/2023	119.00CR		062436		
I-IN1855535	MES-TEXAS	R	4/13/2023	900.51		062436		781.51
POLICE DEPT								
48	MICHAEL JONES							
I-041123	MICHAEL JONES	R	4/13/2023	1,050.00		062437		1,050.00
HEALTH INSPECTIONS								
3250	PRE PAID LEGAL SERVICES							
I-202304130630	PRE PAID LEGAL SERVICES	R	4/13/2023	15.95		062438		15.95
ALLEN HEATH HINES								
9150	SANITATION SOLUTIONS							
I-5904250V200	SANITATION SOLUTIONS	R	4/13/2023	22,448.43		062439		
ACCT#5200-295856-001								
I-5904255V200	SANITATION SOLUTIONS	R	4/13/2023	9,954.72		062439		32,403.15
ACCT # 5200-31040-001								
0840	SOUTHWESTERN ELECTRIC POWER CO							
I-202304130631	SOUTHWESTERN ELECTRIC POWER CO	R	4/13/2023	22.78		062440		
ACCT # 964-109-166-0-3								
I-202304130632	SOUTHWESTERN ELECTRIC POWER CO	R	4/13/2023	9,685.77		062440		9,708.55
ACCT # 961--786-536-1-2								

5/03/2023 10:18 AM

A/P HISTORY CHECK REPORT

PAGE:

Item 1.

VENDOR SET: 99 City of Mount Vernon
 BANK: 99 POOLED CASH
 DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7210	TEXAS CITY MANAGEMENT ASSOCIAT							
I-LINDHOLM 68178	TEXAS CITY MANAGEMENT ASSOCIAT	R	4/13/2023	100.00		062441		100.00
0520	WEX ENTERPRISE							
I-88048968	WEX ENTERPRISE	R	4/13/2023	3,498.09		062442		3,498.09
	ACCT # 0496-00-935123-0							
4200	7P CONSTRUCTION & TRANSPORT LL							
I-1024	7P CONSTRUCTION & TRANSPORT LL	R	4/18/2023	800.00		062443		800.00
	STORM CLEAN UP							
27	CORE & MAIN							
I-S567254	CORE & MAIN	R	4/18/2023	1,002.99		062444		
	MAINTENANCE DEPT							
I-S615639	CORE & MAIN	R	4/18/2023	55.36		062444		
	MAINTENANCE DEPT							
I-S666396	CORE & MAIN	R	4/18/2023	704.56		062444		1,762.91
	MAINTENANCE DEPT							
5800	ELLIOTT ELECTRIC SUPPLY, INC.							
I-21-72206-01	ELLIOTT ELECTRIC SUPPLY, INC.	R	4/18/2023	171.24		062445		171.24
	WWTP							
57	ENTERPRISE FM TRUST							
I-FBN4713888	ENTERPRISE FM TRUST	R	4/18/2023	10,011.47		062446		10,011.47
	ACCT # 600645							
0160	FRANKLIN CO. TREASURER							
I-202304180633	FRANKLIN CO. TREASURER	R	4/18/2023	187.48		062447		187.48
	TAX COLLECTION							
4970	KSA ENGINEERS CORP.							
I-ARIV1005374	KSA ENGINEERS CORP.	R	4/18/2023	4,389.25		062448		
	WATER TOWER RESTORATION							
I-ARIV1005397	KSA ENGINEERS CORP.	R	4/18/2023	12,263.30		062448		
	IMPACT FEES ANAYLSIS							
I-ARIV1005406	KSA ENGINEERS CORP.	R	4/18/2023	2,492.50		062448		19,145.05
	GENERAL ENGINEER SERV							
6990	NETWORK TECHNOLOGIES							
I-07-36504	NETWORK TECHNOLOGIES	R	4/18/2023	385.99		062449		385.99
	ADMINISTRATOR COMPUTER							

5/03/2023 10:18 AM

A/P HISTORY CHECK REPORT

PAGE:

Item 1.

VENDOR SET: 99 City of Mount Vernon
 BANK: 99 POOLED CASH
 DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5030	O'REILLY AUTO PARTS							
I-1991-412552	O'REILLY AUTO PARTS	R	4/18/2023	13.99		062450		13.99
	FIRE DEPT							
8770	PITNEY BOWES, INC.							
I-202304180634	PITNEY BOWES, INC.	R	4/18/2023	520.99		062451		520.99
	ACCT # 8000-9090-0342-4137							
0840	SOUTHWESTERN ELECTRIC POWER CO							
I-202304180635	SOUTHWESTERN ELECTRIC POWER CO	R	4/18/2023	21.14		062452		
	ACCT #969-023-655-0-9							
I-202304180636	SOUTHWESTERN ELECTRIC POWER CO	R	4/18/2023	55.99		062452		
	ACCT #967-535-845-0-5							
I-202304180637	SOUTHWESTERN ELECTRIC POWER CO	R	4/18/2023	91.49		062452		
	ACCT # 965-078-837-0-8							
I-202304180638	SOUTHWESTERN ELECTRIC POWER CO	R	4/18/2023	38.68		062452		
	ACCT # 963-224-875-0-3							
I-202304180639	SOUTHWESTERN ELECTRIC POWER CO	R	4/18/2023	2,816.35		062452		3,023.65
	ACCT # 964-476-563-0-5							
4220	UNDERGROUND UTILITY SUPPL							
I-264116	UNDERGROUND UTILITY SUPPL	R	4/18/2023	747.72		062453		747.72
	WTP SO#205823							
3820	2 S FEED & RANCH SUPPLY							
I-6196	2 S FEED & RANCH SUPPLY	R	4/27/2023	1,028.00		062458		1,028.00
	MAINTENANCE/PARK DEPT SPRAYER AND CHEMICAL							
2010	AFLAC							
I-390644	AFLAC	R	4/27/2023	467.18		062459		467.18
	ACCT # A7885							
8350	ALLSTATE							
I-202304270640	ALLSTATE	R	4/27/2023	35.28		062460		35.28
	JASON KNOX							
4380	ARMER RESEARCH COMPANY							
I-1143	ARMER RESEARCH COMPANY	R	4/27/2023	17,538.50		062461		17,538.50
	BALLISTIC SHIELDS FOR PD							
195	CINTAS CORPORATION #495							
I-4153047142	CINTAS CORPORATION #495	R	4/27/2023	140.29		062462		140.29
	ACCT # 16552586							

VENDOR SET: 99 City of Mount Vernon
 BANK: 99 POOLED CASH
 DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8700	COLONIAL LIFE							
I-39055020407103	COLONIAL LIFE	R	4/27/2023	221.98		062463		221.98
	ACCT # E3905502							
4170	COMPLETE BUSINESS SYSTEMS, INC							
I-INV1868778	COMPLETE BUSINESS SYSTEMS, INC	R	4/27/2023	385.48		062464		385.48
	ACCT #CBS-LN4133							
076	DIVAL SAFETY EQUIPMENT INC (H							
I-3264765	DIVAL SAFETY EQUIPMENT INC (H	R	4/27/2023	320.00		062465		
	ACCT # 129816							
I-3273063	DIVAL SAFETY EQUIPMENT INC (H	R	4/27/2023	35.00		062465		355.00
	ACCT # 129816							
6620	ELECTION SYSTEMS & SOFTWARE, I							
I-CD2058236	ELECTION SYSTEMS & SOFTWARE, I	R	4/27/2023	194.25		062466		194.25
	ANNUAL EQUIPMENT TESTING							
1920	FIRST-IN PUBLIC SAFETY SOLUTIO							
I-1055	FIRST-IN PUBLIC SAFETY SOLUTIO	R	4/27/2023	7,929.99		062467		7,929.99
	FIRE DEPT							
0210	FRANKLIN CO. APPRISAL DIS							
I-202304270641	FRANKLIN CO. APPRISAL DIS	R	4/27/2023	2,023.17		062468		2,023.17
2990	FRANKLIN CO. ARTS ALLIANC							
I-22-23 HOT FND BDGT	FRANKLIN CO. ARTS ALLIANC	R	4/27/2023	6,500.00		062469		6,500.00
	HOT FUNDS							
0160	FRANKLIN CO. TREASURER							
I-202304270642	FRANKLIN CO. TREASURER	R	4/27/2023	13,146.08		062470		13,146.08
	LIBRARY 1541.67, DISPATCH 9835.25, ADMIN 1769.16							
0180	FRANKLIN CO. WATER DIST.							
I-202304270644	FRANKLIN CO. WATER DIST.	R	4/27/2023	7,583.33		062471		7,583.33
	MAY 2023 RAW WATER							
4400	G. C. GRANBURY HWY 377 2018, L							
I-202304270645	G. C. GRANBURY HWY 377 2018, L	R	4/27/2023	2,421.00		062472		2,421.00
	CITY INCENTIVE RES 23-10							
	REIMBURSEMENT PERMITTING FEES							
0280	JON-WAYNE COMPANY							
I-A-64394	JON-WAYNE COMPANY	R	4/27/2023	50.00		062473		50.00
	CITY HALL MAINTANENCE							

VENDOR SET: 99 City of Mount Vernon
 BANK: 99 POOLED CASH
 DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4970	I-ARIV1005399 KSA ENGINEERS CORP. CT STUDY	R	4/27/2023	2,495.00		062474		2,495.00
62	I-202304270643 LONDON RAMSAY PROSECUTOR	R	4/27/2023	300.00		062475		300.00
7400	I-IN1861025 MES-TEXAS POLICE DEPT	R	4/27/2023	132.02		062476		132.02
35	I-202304270647 MOUNT VERNON ISD SANITATION SOLUTIONS SCHOLARSHIP	R	4/27/2023	1,000.00		062477		1,000.00
6810	I-202304270646 MT. VERNON CEMETERY BRUCE CD INTEREST	R	4/27/2023	1,004.67		062478		1,004.67
5030	I-1991-412998 O'REILLY AUTO PARTS MAINTENANCE DEPT	R	4/27/2023	13.99		062479		13.99
6650	I-202304270648 OPTIMUM (SUDDENLINK) ACCT # 07707-14823-01-9 ACCT # 07707-119585-01-3	R	4/27/2023	133.89		062480		133.89
3990	I-0440745-IN OVERHEAD DOOR ACCT # 5372252	R	4/27/2023	235.00		062481		235.00
4430	I-WRK ORD WP07471 PARIS FARM & RANCH CENTER MAINTENANCE DEPT EQUIP REPAIR	R	4/27/2023	8,252.19		062482		8,252.19
9770	I-IT02426 PITTSBURG TRACTOR, INC. PARTS PARK MOWER	R	4/27/2023	40.11		062483		40.11
7750	I-1732136 POLYDYNE INC. WWTP	R	4/27/2023	791.78		062484		791.78

VENDOR SET: 99 City of Mount Vernon
 BANK: 99 POOLED CASH
 DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9180	RICHARD DRAKE CONSTRUCTION COM							
I-186359	RICHARD DRAKE CONSTRUCTION COM	R	4/27/2023	2,470.28		062485		2,470.28
	MAINTENANCE DEPT							
251	SGL UTLITY CONTRACTORS, LLC							
I-583	SGL UTLITY CONTRACTORS, LLC	R	4/27/2023	5,226.63		062486		5,226.63
	REPAIRS TO SEWER CAUSED BY FRONTIER							
5830	THE HOME DEPOT - FORMERLY SUPP							
I-739606515	THE HOME DEPOT - FORMERLY SUPP	R	4/27/2023	33.18		062487		33.18
	ACCT#470329							
1690	TML - HEALTH							
I-202304270649	TML - HEALTH	R	4/27/2023	17,243.28		062488		17,243.28
1000	U. S. POSTMASTER							
I-202304270650	U. S. POSTMASTER	R	4/27/2023	482.26		062489		482.26
3190	USA BLUE BOOK HD SUPPLY, INC							
I-327531	USA BLUE BOOK HD SUPPLY, INC	R	4/27/2023	645.48		062490		645.48
	ACCT # 543084							
	WTP							

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	109	269,794.09	0.00	269,794.09
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 99	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			109	269,794.09	0.00	269,794.09
BANK: 99		TOTALS:	109	269,794.09	0.00	269,794.09

5/03/2023 10:18 AM

A/P HISTORY CHECK REPORT

PAGE:

Item 1.

VENDOR SET: 99 City of Mount Vernon

BANK: EDC EDC CASH

DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
35	MOUNT VERNON ISD							
I-202304270651	MOUNT VERNON ISD	R	4/27/2023	2,000.00		003984		2,000.00
	SCHOLARSHIPS							

*** TOTALS ***

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	2,000.00	0.00	2,000.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:				
VOID DEBITS	0	0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EDC TOTALS:	1	2,000.00	0.00	2,000.00
BANK: EDC TOTALS:	1	2,000.00	0.00	2,000.00

5/03/2023 10:18 AM

A/P HISTORY CHECK REPORT

PAGE:

Item 1.

VENDOR SET: 99 City of Mount Vernon
 BANK: PY POOLED-PAYROLL
 DATE RANGE: 4/01/2023 THRU 4/30/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0980	SOCIAL SECURITY DEPOSIT							
I-T3 04052023	SOCIAL SECURITY	D	4/05/2023	5,506.18		000069		
I-T4 04052023	MEDICARE	D	4/05/2023	1,287.72		000069		6,793.90
0990	FED. WITHHOLDING DEPOSIT							
I-T1 04052023	EMP. WITHHOLDING	D	4/05/2023	2,895.97		000070		2,895.97
0980	SOCIAL SECURITY DEPOSIT							
I-T3 04202023	SOCIAL SECURITY	D	4/20/2023	5,314.64		000071		
I-T4 04202023	MEDICARE	D	4/20/2023	1,242.92		000071		6,557.56
0990	FED. WITHHOLDING DEPOSIT							
I-T1 04202023	EMP. WITHHOLDING	D	4/20/2023	2,737.88		000072		2,737.88

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	18,985.31	0.00	18,985.31
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
VOID DEBITS:		0.00		
VOID CREDITS:		0.00		

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			4	18,985.31	0.00	18,985.31
			4	18,985.31	0.00	18,985.31
REPORT TOTALS:			114	290,779.40	0.00	290,779.40

SELECTION CRITERIA

VENDOR SET: 99-City of Mt. Vernon
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 4/01/2023 THRU 4/30/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: YES
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

A1007

**Fair Housing Month Proclamation
Proclamation of April as Fair Housing Month**

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of City of Mount Vernon, do proclaim April as Fair Housing Month in the City of Mount Vernon and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 8th day of May, 2023

Witness:

Title: Mayer

Witness: Kathy Loner

Title: City Secretary

ORDINANCE 2023-05

**AN ORDINANCE OF THE CITY OF MOUNT VERNON, TEXAS
REPLATING THE PROPERTY LOCATED AT
315 TEXAS HIGHWAY 37 SOUTH, MT VERNON, TEXAS .**

WHEREAS, after giving fifteen days written notice to the owners of land within two hundred feet of the property, and after publishing notice to the public at least thirty days prior to the date of such hearing, the City of Mount Vernon held a public hearing on the proposed re-plat request;

WHEREAS, the Council of the City of Mount Vernon has considered the application from Asher Mt Vernon, LLC, owner, to re-plat the property described below into one lot. (see attached);

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mount Vernon, Texas be amended as follows:

SECTION I

That the site, identified as now or formerly 00103-00000-00101-000000, Property ID 21996, located at 315 Texas Highway 37 South, currently two lots and shall be re-platted into one lot. (See attached).

SECTION II

That all ordinances and portions of ordinances in conflict herewith are hereby repealed.

PASSED, APPROVED AND ADOPTED on this 8th day of May, 2023.

BRAD HYMAN – MAYOR

ATTEST:

KATHY LOVIER – CITY SECRETARY



RE-PLAT APPLICATION CHECKLIST

The application and all attachments must be in City Hall 30 business days before the Council meeting or it will be on the next month's agenda. The submittal information shall be provided to the City Council. It is important that the property owner attend the meeting.

SUBMITTAL REQUIREMENTS

- Application Form
Completed and signed by property owner
- Application Fee - \$250.00 (non-refundable)
Check should be made payable to the City of Mount Vernon
- Location Map
Indicate by highlighting the subject parcel and adjacent streets
- Site plan drawn to scale, based on the deed or survey, showing all existing and proposed structures dimensioned from the structure to the property line and required setbacks.
- Provide a copy of the deed or survey of the property.
- Applicant must describe in detail the re-plating being requested.

The lot is currently unplatted and we would like to plat the lot prior to development
of a proposed Dollar Tree.

If you have any further questions, comments or concerns please do not hesitate to call City Hall at 903.537.2252. We will be glad to assist you in any way we can during this process.



RE-PLAT APPLICATION

Property Owner: Asher Mt. Vernon, LLC

Mailing Address: 16475 Dallas Pkwy., Suite 200

Home #: 731.420.3833 Cell #: _____

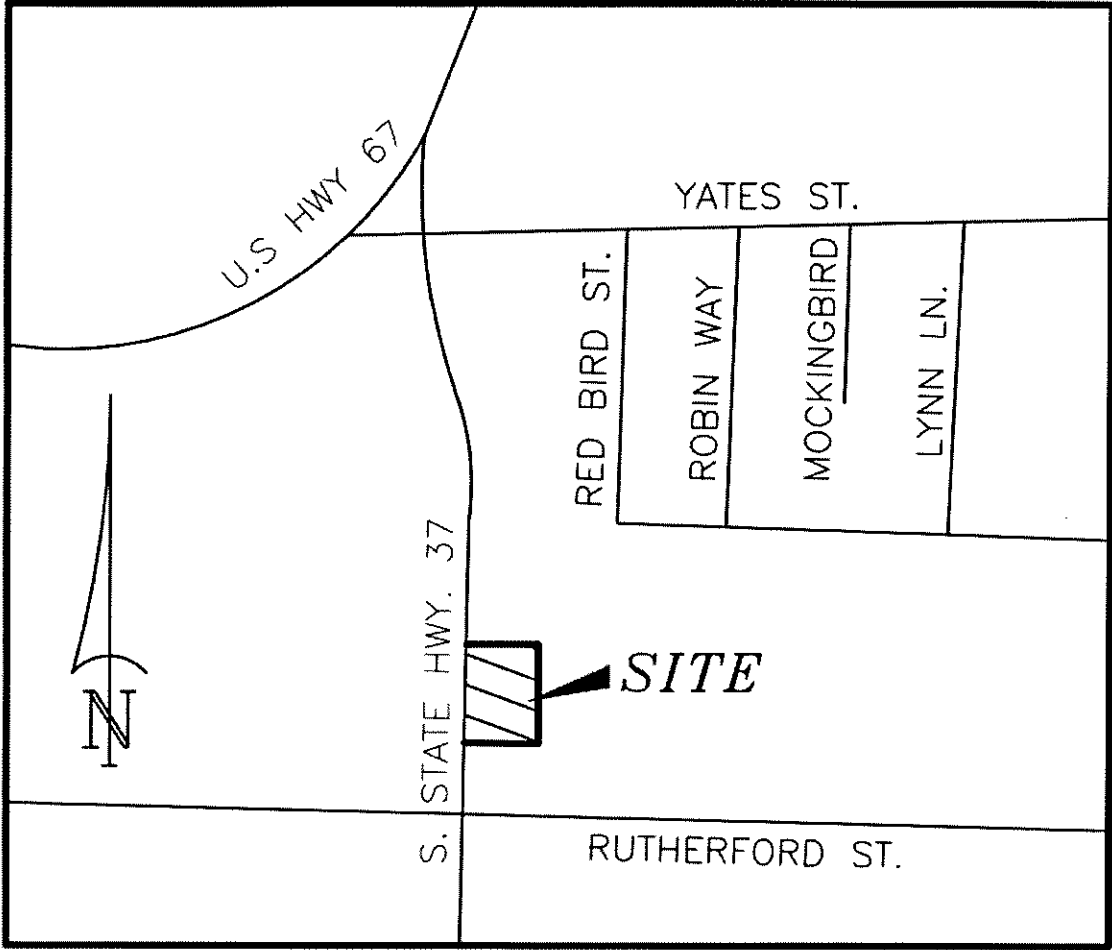
Location of Property: 315 TX Hwy 37S
Northeast corner of S.H. 37 and Rutherford Street

Currently Zoned: Local Retail

Property Owner: I understand that submittal of an incomplete, incorrect or false information is grounds for invalidation of the application. I understand that the City may not approve my application or may set conditions on approval.

Jacob Selva
Property Owner Signature

3/24/23
Date



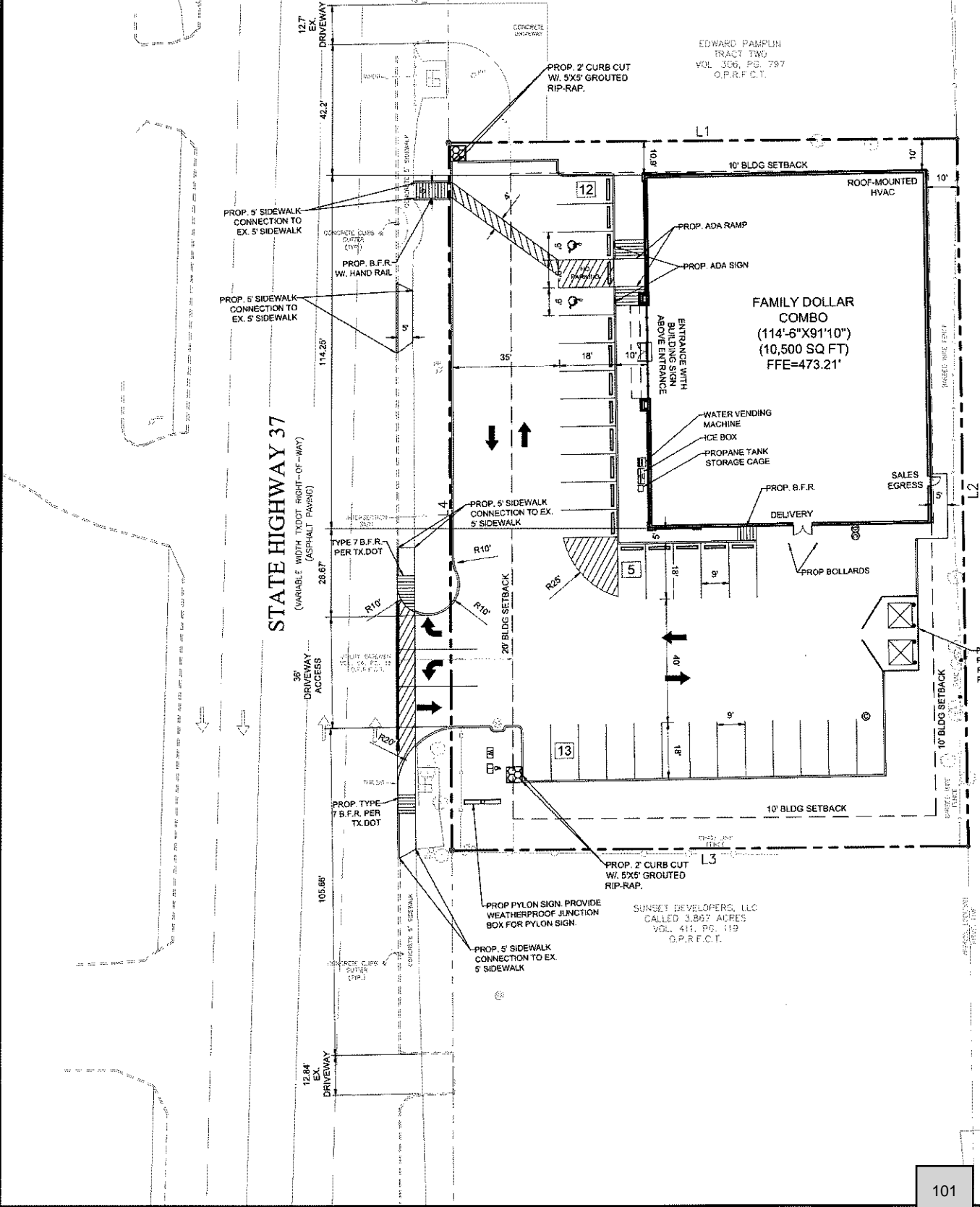
VICINITY MAP

NOT TO SCALE

BOUNDARY LINE DATA		
LINE NO.	BEARING	DISTANCE
L1	N 89°36'01" E	164.94'
L2	S 00°56'48" E	228.99'
L3	S 89°36'01" W	167.21'
L4	N 00°22'41" W	228.99'

WILLIAM H. RAVEY SURVEY
ABSTRACT NO. 412

EDWARD PAMPLIN
TRACT TWG
VOL. 306, PG. 797
O.P.R.F.C.T.



**FAMILY DOLLAR
COMBO**
(114'-6" X 91'-10")
(10,500 SQ FT)
FFE=473.21'

STATE HIGHWAY 37
(VARIABLE WIDTH TYPED RIGHT-OF-WAY)
(ASPHALT PAVING)

SUNSET DEVELOPERS, LLC
CALLED 3.867 ACRES
VOL. 411, PG. 119
O.P.R.F.C.T.

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY OF MOUNT VERNON ADOPTING THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018.

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Energy Conservation Code, regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Energy Conservation Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Energy Conservation Code of the City of Mount Vernon, in the State of Texas for regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Energy Conservation Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Energy Conservation Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman—Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE CITY OF MOUNT VERNON ADOPTING THE INTERNATIONAL FIRE CODE, 2018.

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Fire Code, regulating and governing the safe guarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Fire Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Mount Vernon, in the State of Texas for regulating and governing the safe guarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman —Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY OF MOUNT VERNON AMENDING CHAPTER 5 ARTICLES I, IN GENERAL SEC. 5-6:5-14 AND ADOPTING THE INTERNATIONAL BUILDING CODE, 2018

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Building Code, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of the buildings and structures unfit for human occupancy and use and the demolition of such structures in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Building Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Building Code of the City of Mount Vernon, in the State of Texas for regulating and governing the conditions and maintenance of all property buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures in the City of Mount Vernon; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Building Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman — Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-11

AN ORDINANCE OF THE CITY OF MOUNT VERNON ADOPTING THE INTERNATIONAL RESIDENTIAL CODE, 2018.

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Residential Code, regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two- family dwellings and multiple single- family dwellings (townhouses) not more than three stories in height with separate means of egress in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Residential Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Residential Code of the City of Mount Vernon, in the State of Texas for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two- family dwellings and multiple single- family dwellings (townhouses) not more than three stories in height with separate means of egress in the City of Mount Vernon; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

- **Exemption: Section R313-Automatic Fire Sprinkler Systems**
- **Exemption: Section P2904- Dwelling Unit Fire Sprinkler Systems**

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Residential Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman — Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-12

AN ORDINANCE OF THE CITY OF MOUNT VERNON ADOPTING THE INTERNATIONAL MECHANICAL CODE, 2018

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Mechanical Code, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Mechanical Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Mechanical Code of the City of Mount Vernon, in the State of Texas for regulating and governing providing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems are herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Mechanical Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman—Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY OF MOUNT VERNON AMENDING CHAPTER 5, ARTICLE VI PLUMBING SEC. 5-80, AND ADOPTING THE INTERNATIONAL PLUMBING CODE, 2018.

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Plumbing Code, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Plumbing Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Plumbing Code of the City of Mount Vernon, in the State of Texas for regulating and governing providing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems are herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Plumbing Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman — Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY OF MOUNT VERNON AMENDING CHAPTER 5, ARTICLE II; ELECTRICAL, AND ADOPTING THE NATIONAL ELECTRICAL CODE, 2020.

An ordinance of the City of Mount Vernon adopting the 2020 edition of the National Electrical Code, regulating and governing the design construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of electrical systems in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the National Electrical Code, 2020 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Electrical Code of the City of Mount Vernon, in the State of Texas for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of electrical systems are herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Electrical Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman — Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY OF MOUNT VERNON ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2018.

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Property Maintenance Code, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Property Maintenance Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Mount Vernon, in the State of Texas for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential; to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman — Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-16

AN ORDINANCE OF THE CITY OF MOUNT VERNON AMENDING CHAPTER 5, ARTICLE IV GAS SEC. 5-60:5-61, AND ADOPTING THE INTERNATIONAL FUEL, GAS CODE, 2018.

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Fuel Gas Code, regulating and governing fuel gas systems and gas-fired appliances in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Fuel Gas Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Fuel Gas Code of the City of Mount Vernon, in the State of Texas for regulating and governing fuel gas systems and gas-fired appliances as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fuel Gas Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Fuel Gas Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman—Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-17

AN ORDINANCE OF THE CITY OF MOUNT VERNON ADOPTING THE INTERNATIONAL EXISTING BUILDING CODE, 2018.

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Existing Building Code, regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Existing Building Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Existing Building Code of the City of Mount Vernon, in the State of Texas for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Existing Building Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Existing Building Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman—Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY OF MOUNT VERNON ADOPTING THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, 2018.

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Wildland-Urban Interface Code, is designed to bridge the gap between the International Building Code and the International Fire Code by regulating and governing land use and the built environment in existing recognized WUI areas and structures that are distinct hazards to life or property, in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Wildland-Urban Interface Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Wildland-Urban Interface Code of the City of Mount Vernon, in the State of Texas for regulating and governing land use and the built environment in existing recognized WUI areas and structures that are distinct hazards to life or property, as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Wildland-Urban Interface Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the International Wildland-Urban Interface Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman — Mayor

ATTEST:

Kathy Lovier — City Secretary

ORDINANCE NO. 2023-19

AN ORDINANCE OF THE CITY OF MOUNT VERNON ADOPTING THE INTERNATIONAL ZONING CODE, 2018.

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Zoning Code, regulating and governing the safe guarding of life and property by the division of a city or town into districts and the prescription and application in each district of regulations having to do with structural and architectural designs of buildings and of regulations prescribing use to which buildings within designated districts may be put, may be used to restrict the use of property and structures to categories such as industrial, commercial, retail or residential, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Zoning Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Zoning Code of the City of Mount Vernon, in the State of Texas for regulating and governing the safe guarding of life and property by the division of a city or town into districts and the prescription and application in each district of regulations having to do with structural and architectural designs of buildings and of regulations prescribing use to which buildings within designated districts may be put, may be used to restrict the use of property and structures to categories such as industrial, commercial, retail or residential, on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the International Zoning Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

ATTEST:

Brad Hyman — Mayor

Tina Rose—City Secretary

ORDINANCE NO. 2023-20

AN ORDINANCE OF THE CITY OF MOUNT VERNON ADOPTING THE ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES CODE OF ICC A117.1-2018.

An ordinance of the City of Mount Vernon adopting the 2018 edition of the Accessible and Usable Buildings and Facilities Code, regulating and governing the standard make sites, facilities, buildings and elements accessible to and usable by people with such physical disabilities as the inability to walk, difficulty walking, reliance on walking aids, blindness and visual impairment, deafness and hearing impairment, in coordination, reaching and manipulation disabilities, lack of stamina, difficulty interpreting and reacting to sensory information, and extremes of physical size in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the Accessible and Usable Buildings and Facilities Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Accessible and Usable Buildings and Facilities Code of the City of Mount Vernon, in the State of Texas for regulating and governing the standard make sites, facilities, buildings and elements accessible to and usable by people with such physical disabilities as the inability to walk, difficulty walking, reliance on walking aids, blindness and visual impairment, deafness and hearing impairment, in coordination, reaching and manipulation disabilities, lack of stamina, difficulty interpreting and reacting to sensory information, and extremes of physical size; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Accessible and Usable Buildings and Facilities Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Accessible and Usable Buildings and Facilities Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman—Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-21

AN ORDINANCE OF THE CITY OF MOUNT VERNON ADOPTING THE INTERNATIONAL GREEN CONSTRUCTION CODE, 2018.

An ordinance of the City of Mount Vernon adopting the 2012 edition of the International Green Construction Code, regulating and governing clear and specific requirements with provisions that promote safe and sustainable construction for building systems and site consideration using prescriptive and performance-related provisions, in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Green Construction Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Green Construction Code of the City of Mount Vernon, in the State of Texas for regulating and governing clear and specific requirements with provisions that promote safe and sustainable construction for building systems and site consideration using prescriptive and performance-related provisions, in the City of Mount Vernon; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Green Construction Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman — Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-22**AN ORDINANCE OF THE CITY OF MOUNT VERNON ADOPTING THE INTERNATIONAL CODE COUNCIL PERFORMANCE CODE, 2018.**

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Code Council Performance Code in conjunction with the International Property Maintenance Code, regulating, governing, managing, and administering approvals of performance-based designs, the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Code Council Performance Code, 2018 in conjunction with International Property Maintenance Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Mount Vernon, in the State of Texas for regulating, governing, managing, and administering approvals of performance-based designs, the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential; to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Code Council Performance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman — Mayor

ATTEST:

Kathy Lovier—City Secretary

ORDINANCE NO. 2023-23

AN ORDINANCE OF THE CITY OF MOUNT VERNON AMENDING CHAPTER 5, AND ADOPTING THE INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE, 2018.

An ordinance of the City of Mount Vernon adopting the 2018 edition of the International Private Sewage Disposal Code, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of alternate private sewage systems in the City of Mount Vernon; providing for the issuance of permits and collection of fees.

The Council of the City of Mount Vernon does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the City Secretary of the city of Mount Vernon, being marked and designated as the International Private Sewage Disposal Code, 2018 edition, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Private Sewage Disposal Code of the City of Mount Vernon, in the State of Texas for regulating and governing providing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of alternate private sewage systems are herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code on file in the office of the City of Mount Vernon are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That nothing in this ordinance or in the Private Sewage Disposal Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect May 8, 2023 from and after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED this the 8th day of May, 2023.

Brad Hyman—Mayor

ATTEST:

Kathy Lovier—City Secretary

RESOLUTION 23-11

State of Texas
City of Mount Vernon

A RESOLUTION ELECTING TO UTILIZE THE STANDARD ALLOWANCE TO DETERMINE REVENUE LOSS AS ALLOWED BY THE CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND / AMERICAN RESCUE PLAN ACT

WHEREAS, the City of Mount Vernon has been awarded \$679,778.73 in Coronavirus State and Local Fiscal Recovery Funds (SLFRF) as part of the American Rescue Plan Act (ARPA) from the Federal government for eligible COVID-19-related expenses; and

WHEREAS, the U.S. Treasury's Final Rule for ARPA Coronavirus State and Local Fiscal Recovery Funds, which was effective as of April 1, 2022, presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund "government services;" and

WHEREAS, local governments may use this standard allowance in lieu of calculating revenue loss using the formula prescribed in the Interim Final Rule; and

WHEREAS, The City Council of the City of Mount Vernon finds it in the best interest of the citizens of the City of Mount Vernon to apply this option; and U.S. Treasury encourages recipients to use their funds for investments that serve the needs of their communities and build a stronger and more equitable recovery;

NOW THEREFORE, BE IT RESOLVED that The City Council of the City of Mount Vernon hereby approves the entirety of the City's ARPA fund allocation to be utilized and reported within the "Standard Allowance" category to offset the City's lost revenue due to the pandemic.

PASSED AND APPROVED ON THIS THE 8TH DAY OF MAY, 2023.

ATTEST:

Kathy Lovier, City Secretary

Brad Hyman, Mayor

MELISSA MCSWAIN CLAWSON
TAX ASSESSOR COLLECTOR

Item 20.

RECEIVED
APR 25 2023
BY: _____

April 24, 2023

City of Mt. Vernon
PO BOX 597
Mount Vernon, TX 75457

Att: Craig Lindholm

Dear Mr. Lindholm:

I have enclosed a new interlocal agreement between Franklin County and City of Mt. Vernon for tax collection. I am requesting this be submitted to your Council for approval as well. If approved please sign the back page and return the original to my office. Please call me if you have further questions.

Regards,



Melissa McSwain Clawson, PCC, CTOP
Franklin County
Tax Assessor/Collector

FRANKLIN COUNTY TAX OFFICE

P. O. Box 70 903-537-2358 PHONE
MT. VERNON, TX 75457 903-537-3483 FAX

MMCSWAIN@CO.FRANKLIN.TX.US

120

THE STATE OF TEXAS §
COUNTY OF FRANKLIN §

INTERLOCAL COOPERATION AGREEMENT - TAX COLLECTION

THIS AGREEMENT is made and entered into this **1ST day of May 2023** by and between **FRANKLIN COUNTY**, political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and **CITY OF MT. VERNON**, Franklin County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY**."

WHEREAS, COUNTY and CITY mutually desire to be subject to the provisions of V.T.C.A. Government code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A., Tax Code, Section 6.24; and

WHEREAS, CITY has the authority to authorize the **COUNTY** to act as tax assessor and collector for **CITY** and the **COUNTY** has the authority to so act;

NOW THEREFORE, COUNTY and CITY, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The effective date of this agreement shall be the **1st day of May 2023**. The term of this Agreement shall be for a period of one year, from **May 1, 2023** to and through **April 30, 2024**. This agreement is subject to renewal for an additional one-year term unless terminated in writing by the Franklin County Commissioners Court or the Council of the **CITY**. Such written notice shall be given no later than ninety days in advance of the expiration date of the agreement, or no later than ninety days in advance of the termination date of any renewal agreement as provided herein.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for the **CITY** to the maximum extent authorized by this agreement, without regard to race, sex, religion, color, age, disability or national origin;

1. **COUNTY**, by and through its duly elected tax assessor-collector, shall serve as tax assessor-collector for **CITY** for ad valorem tax collection purposes for fiscal year 2023 and each fiscal year thereafter, as herein provided. **COUNTY** agrees to perform for the **CITY** all necessary duties hereby authorized, and the **CITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for the **CITY**. **COUNTY** agrees to collect base taxes, penalties, interest and attorney's fees.

2. **COUNTY** agrees to prepare and mail all tax statements, provide monthly collection reports to the **CITY**, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26.04 of the Texas Tax Code and develop and maintain such other records and forms as are necessary or required by law, State rules and/or regulations.
3. **CITY** agrees to promptly deliver to the possession and control of **COUNTY** all records it has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions hereof.
4. **COUNTY** agrees to allow an audit of the tax records of **CITY** during normal working hours with at least 48 hours advance written notice to **COUNTY**. The expense of any and all such audit and/or audits shall be paid for solely by **CITY**. A copy of any and all such audit and/or audits shall be furnished to **COUNTY**.
5. If required by **CITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector, such bond to be conditioned on the faithful performance of his/her lawful duties, payable to and in an amount determined by the governing body of the **CITY**. The premium for any and all such bonds as may be required by the **CITY** shall be borne solely by **CITY**.
6. **COUNTY** agrees that it will mail weekly collection reports to **CITY** listing current taxes, delinquent taxes, penalties and interest; provide monthly Maintenance and Operation, hereinafter referred to as M & O, and Interest and Sinking, hereinafter referred to as I & S, collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.
7. **CITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with said attorney in the collection of delinquent taxes and related activities.
8. Tax Certificates fees will be retained by the **COUNTY**. Any interest that may be accumulated will be retained by the **COUNTY**.

III.

COUNTY shall designate and does hereby designate the County Tax Assessor/Collector to act on behalf of the **COUNTY** Tax Office, and to serve as Liaison for **COUNTY** with and between **COUNTY and CITY**. County Tax Assessor/Collector and his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY** as herein stated; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this agreement; shall provide immediate and direct supervision of the **COUNTY** Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY and CITY**.

IV.

CITY shall designate and does hereby designate the **Mayor** to act on behalf of **CITY**, and to serve as Liaison for **CITY** by and between **COUNTY** and the **COUNTY** Tax Office to ensure the performance of all duties and obligations of **CITY** as herein stated; shall devote sufficient time and attention to the execution of said duties on behalf of **CITY** in full compliance with the terms and conditions of this agreement; shall provide immediate and direct supervision of the **CITY** employees, agents, contractors, subcontractors, and/or laborers, if any, the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY** and **COUNTY**.

V.

COUNTY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, subcontractors and/or contract laborers, and for those of other persons doing work under a contract or agreement with said **COUNTY**.

VI.

CITY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all **CITY** employees and agents, subcontractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with said **CITY**.

VII.

CITY understands and agrees that **CITY**, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of **COUNTY**, **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of **CITY**, other than as tax collectors.

VIII.

COUNTY is a political subdivision of the State of Texas. The address of **COUNTY** is:

County Judge of Franklin County
200 N Kaufman
Mt Vernon, TX 75457
Telephone 903-537-2342 Ext 6

CITY is a political subdivision of the State of Texas. The address of **CITY** is;

City of Mt. Vernon
PO Box 597
Mt. Vernon, TX 75457
Telephone 903-537-2252

IX.

For the services rendered during the 2022 tax year as herein above stated, **CITY** agrees to pay the **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follow:

1. In monthly payments.
2. The current tax statements will be normally mailed on or before October 15. Rollback situation(s) in other entities could possibly extend this deadline.
3. The taxing unit shall pay to the County an amount equal to one percent (1%) of the total taxes collected for the taxing unit for cost of collection.

CITY understands and agrees that **COUNTY** will bill **CITY** monthly for which charges are permitted as stated above for services rendered. Payment is due upon receipt of the statement.

CITY further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY** for any successive agreements between **CITY** and **COUNTY** for the services hereinabove stated with written notice to **CITY** of any such increase or decrease in the fee for said services.

X.

COUNTY agrees to remit to **CITY** weekly by check all taxes, penalties and interest collected on **CITY'S** behalf.

XI.

In the event of notice of termination, a withdrawing party shall be obligated to pay such payments as are required by this agreement through the entire balance of the tax year in which notice is given and **COUNTY** shall be obligated to provide services pursuant to this agreement, as hereinabove set forth, during such period.

XII.

This agreement represents the entire agreement between **CITY** and **COUNTY** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by written instrument signed by the governing bodies of both **CITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XIII.

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, Further, this agreement shall be performable and all compensation payable in **FRANKLIN COUNTY, TEXAS.**

XIV.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officer and/or agent of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals this, the _____ day of _____ 2023

COUNTY

City of Mt. Vernon

Franklin County, Texas
200 N. Kaufman
Mt. Vernon, TX 75457

City of Mt. Vernon
PO Box 597
Mt. Vernon, TX 75457

BY: Scott Lu
Franklin County Judge

BY: _____
Mayor

Acting on behalf of and by the
Authority of the Commissioners Court
Of Franklin County, Texas

Acting on behalf of and by the
authority of City of Mt. Vernon.

ATTEST:



ATTEST:

BY: Brook Bussell
Brook Bussell
Franklin County Clerk

BY: _____
Secretary

APPROVED AS TO FORM AND CONTENT:

m. d.
Franklin County Tax Assessor/Collector

APPROVED AS TO FORM:

Landon Ramsey
Landon Ramsey
Franklin County Attorney



25 April 2023

Name: Craig Lindholm, City Administrator

Via Email: clindholm@comvtx.com

Phone #: 903-537-2252

RE: City of Mount Vernon Strategic Plan & Conceptual Land Planning

Dear Craig,

It is my pleasure to submit this proposal for professional services for the development of a Strategic Plan & Preliminary Land Planning located in the City of Mount Vernon, Texas. Our scope of services for this project is as follows:

- 1) Kick-Off Meeting
 - a) Meet the Planning Team and Key Stakeholders
 - b) Discuss and confirm project expectations, goals, roles, and responsibilities.
- 2) Data Collection
 - a) Obtain the most recent maps of the service area including street maps, topography maps, and aerial photography, if available. (See Section II for City's responsibility.)
 - b) Obtain relevant planning documents and produce an updated City Owned Property Map
 - c) Obtain the most recent population projections, demographic and income data for the service area.
 - d) Meet with City staff to discuss future projects, desires, programming, and maintenance needs regarding public spaces.
- 3) Stakeholder Interviews
 - a) In coordination with the City Administrator, conduct interviews with Key Stakeholders in the community. (10 Meetings Total)
 - b) Develop understanding of priorities, concerns, and issues to determine the strengths, weaknesses, opportunities, and threats within the community.
- 4) Needs Analysis
 - a) Develop community wide needs based on current and future supply and user demand.
 - b) Conduct a Design Charrette Meeting of two (2) proposed tracts: Northern Corridor (+/- 220-acres) & Southern Corridor (+/- 190-acres) with key Stakeholders to better understand the needs and expansion of services within the community. (Additional detail in Section 5)
- 5) Conceptual Site Planning (Two (2) Tracts +/- 220 acres & +/- 190 acres)
 - a) Discovery Phase
 - i) Coordinate with the Client to obtain the most current and available preliminary data (surveys, layouts, plats, etc.).
 - ii) Prepare a base map with existing available data.
 - iii) Site visit to view and verify the existing conditions.
 - iv) Investigate and identify site-specific utilities, constraints, and opportunities by gathering localized data and utilizing national best development practices.

- v) Coordination with Client, City, County, Utility Providers, etc. to determine site specific regulations and services available.
- b) Conceptual Site Planning & Preliminary Engineering
 - i) Preliminary Utility Analysis to determine location, size and capacity of existing utilities, including but not limited to water, electrical, sewer and storm sewer.
 - ii) Develop two (2) Concept Layouts per tract (4 total) that will maintain the vision and goals of the Client. The Concept Layouts will be 2D hand rendered at a scale determined by MHS and include a product summary table, labels, title block, scale and north arrow.
 - iii) Meeting (in office or virtual) to review & discuss the four (4) Conceptual Layouts.
 - iv) Provide one (1) update to each of the selected Conceptual Layouts based on Client's feedback.
 - v) Based on the approved Layout, develop a digital Conceptual Layout Plan for each existing property (2 total).
 - vi) Develop Engineers Opinion of Probable Cost for each tract.
- 6) Preparation of Preliminary Plan
 - a) Document existing and future land uses.
 - b) Identify future land acquisitions and city renovation projects.
 - c) Develop goals, objectives and specific city-wide strategies for improvements, developments and growth.
 - d) Prepare draft written report detailing the community demographics, stakeholder findings, needs and proposed developments and renovations.
 - e) Hold an interim meeting with Staff and Stakeholders to review progress of planning, potential developments, and recommendations to establish priorities to be included in the plan.
 - f) Present preliminary plan to City Council for comment.
- 7) Preparation of Final Plan
 - a) Incorporate review comments and prepare a final written report including proposed existing city data, community input, phasing plan for improvements, full color exhibits and funding opportunities.
 - b) Develop & incorporate +/- 220-acre & +/- 190-acre tract conceptual site plans.
 - c) Develop an overall summary of needs, recommendations, and priorities.
 - d) Provide other scope items if necessary to develop a complete project.
- 8) Presentation of Final Plan
 - a) Make presentation of the final Plan to Key Stakeholders for approval and recommendation to the City Council for adoption.
 - b) Present five (5) copies of the final bound plan and to the City. The product will be in full color bound format. The Consultant will also deliver to the City the final plan in PDF format. The Consultant will also deliver relevant AutoCAD, ArcView/GIS and Word files to the City for their use.
- 9) The City's Responsibilities:
 - a) Provide full information as to his requirements for the Project.
 - b) Provide to the Consultant all reasonably available information pertinent to the Project including a City base map in digital form, topography, aerial photography and all previous reports, and any other data relative to the planning of the Project.

- c) Make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform his work under this Agreement.
- d) Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Consultant and shall render in writing decisions pertaining thereto within reasonable time so as not to delay the work of the Consultant.
- e) Advertise for, coordinate, and arrange public meetings, board meetings, and focus group meetings, and pay for all costs incident thereto.
- f) Provide such legal, accounting, and insurance counseling services as may be required for the Project.

Preparation of the following items and any other items not listed have been excluded from this proposal but can be provided in an additional service agreement.

Geotechnical Testing	Structural Engineering	Wetland Delineation	3-Way Contracts w/ City
Detention	Off-Site Roadway Design	Lake Permitting	TxDOT Permits
Flood Studies	Traffic Impact Analysis	404 Permitting	Bidding & Permitting
Off-Site Utilities	Septic Design	Surveying	Electrical Engineering

Based on this scope of services, our lump sum fee for the project is \$98,650.00. This fee excludes reimbursables such as reproductions, permits, mileage, etc. and will be invoiced based on the attached rate sheet. This proposal is subject to the general terms and conditions described in Exhibit 'B'. If you find this proposal meets your needs, please have the appropriate party sign below, retain one copy for your file and return one to us. Once we receive the signed proposal, we will begin work. If you have any questions or need us to modify our proposal, please let me know.

Sincerely,



Hunter N. Rush | Senior Planner & Partner

Approved _____

Date _____

2023 Hourly Rates

Item 21.

Engineering

Senior Professional Engineer	\$195.00 per hour
Professional Engineer	\$140.00 per hour
Graduate Engineer	\$95.00 per hour
Civil Engineering Intern	\$75.00 per hour

Landscape Architecture

Senior Landscape Architect	\$195.00 per hour
Landscape Architect	\$135.00 per hour
Landscape Designer	\$85.00 per hour
Landscape Intern	\$70.00 per hour

Planning

Senior Planner	\$160.00 per hour
Planner	\$85.00 per hour
Planning Intern	\$70.00 per hour

Graphic Design

Senior Graphics Designer	\$125.00 per hour
Graphics Designer	\$85.00 per hour

Drafting

Senior CAD Designer	\$125.00 per hour
CAD Designer	\$105.00 per hour
CAD Drafter	\$85.00 per hour

Office Admin

Word Processing/Clerical	\$70.00 per hour
Mileage	\$0.655 per mile
Reproduction, Aerial photography, etc.	Cost plus 15%

A service charge of 1.5% per month (18% annual rate) will be added to all balances 30 days past due and will continue each month until the past due amount is received.

EXHIBIT 'B'

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (this "**Agreement**"), are attached to and made a part of the Statement of Work and Letter Agreement dated 25 April 2023 (the "**Statement of Work**") by and between MHS Planning and Design, LLC, a Texas limited liability company with offices located at 212 W. 9th Street, Tyler, Texas 75701 ("**MHS**") and the City of Mount Vernon, (Craig Lindholm, City Administrator, with a mailing address at 109 N Kaufman St. Mt. Vernon, Texas 75457 ("**Client**" and together with MHS, the "**Parties**", and each a "**Party**").

WHEREAS, MHS has the capability and capacity to provide certain civil engineering, planning, and landscape architecture services; and

WHEREAS, Client desires to retain MHS to provide the said services as more fully described in the Statement of Work, and MHS is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MHS and Client agree as follows:

1. Services. MHS shall provide to Client the services (the "**Services**") set forth in the Statement of Work. Additional Statements of Work shall be deemed issued and accepted only if signed by the MHS Contract Manager and the Client Contract Manager, appointed pursuant to Section 2.1(a) and Section 3.1, respectively.

2. MHS Obligations. MHS shall:

2.1 Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**MHS Contract Manager**"); and

(b) A number of employees or agents that it deems sufficient to perform the Services detailed in each Statement of Work, (collectively, with the MHS Contract Manager, "**Provider Representatives**").

2.2 Notwithstanding anything to the contrary in this Agreement, MHS may make changes to the Provider Representatives in its sole and absolute discretion; provided that MSH shall first provide notice to Client. In addition, at the reasonable request of Client, MSH shall use reasonable efforts to appoint a replacement Provider Representative at the earliest time it determines to be commercially viable.

2.3 Maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term, upon Client's written request, MHS shall allow Client or Client's representative to inspect and make copies of such records in connection with the provision of the

Services; provided that Client provides MHS with at least five (5) business days advance written notice of the planned inspection and any such inspection shall take place during regular business hours.

3. Client Obligations. Client shall:

3.1 Designate one or more persons to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Contract Manager**"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.

3.2 Require that the Client Contract Manager respond promptly to any reasonable requests from MHS for instructions, information, or approvals required by MHS to provide the Services.

3.3 Cooperate with MHS in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable MHS to provide the Services.

3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in MHS's provision of the Services.

3.5 Provide MHS with all site specific information pertaining to the project that is within Client's possession or control, including, without limitation, GIS and CAD files, a legal description and any necessary survey, including topographic survey, spot elevations, and locations of all existing utilities, of the real property upon which the project is situated.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the MHS and the rights granted to Client under this Agreement, Client shall pay the fees set forth in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within 30 days of receipt by the Client of an invoice from MHS but in no event more than 30 days after completion of the Services performed pursuant to the applicable Statement of Work.

4.2 Client shall reimburse MHS for all reasonable expenses incurred in accordance with the Statement of Work within 30 days of receipt by the Client of an invoice from MHS accompanied by receipts and reasonable supporting documentation.

4.3 Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder; provided, that in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, MHS's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

4.4 All late payments shall bear interest at the lesser of (a) the rate of 1.5% per month and (b) the highest rate permissible under Texas law, calculated daily and compounded monthly. Client shall also reimburse MHS for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which MHS does not waive by the exercise of any rights hereunder), MHS shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts when due hereunder and such failure continues for 10 days following written notice thereof.

4.5 Any required retainer, as set forth in the Statement of Work, shall be applied to the final invoice, or at MHS's discretion, the retainer may be applied against any unpaid invoice and shall be replenished by Client when and to the extent requested by MHS. Any unused retainer shall be refunded to Client promptly upon conclusion of the Services and payment in full of all invoices.

5. Limited Warranty and Limitation of Liability.

5.1 MHS warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement.

(b) Using personnel of industry standard skill, experience, and qualifications.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 MHS's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) MHS shall use reasonable commercial efforts to promptly cure any such breach; provided, that if MHS cannot cure such breach within a reasonable time (but no more than 30 days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.

(b) In the event the Agreement is terminated pursuant to Section (a) above, MHS shall within 30 days after the effective date of termination, refund to Client any fees paid by the Client as of the date of termination for the Services or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Services up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Client provides written notice of such breach within 30 days after delivery of such Services or Deliverables to Client.

5.3 MHS MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Ownership of Deliverables. All documents, work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of the MHS in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") shall become the sole property of the Client. MHS may maintain copies thereof for its records and for its future professional endeavors, including, without limitation, advertising and marketing.

7. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided

that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 and Section 8.4 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, MHSs, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

8. Term, Termination, and Survival.

8.1 This Agreement shall commence as of the Effective Date (as hereafter defined) and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to Section 8.2 or Section 8.3.

8.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 business days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.3 Notwithstanding anything to the contrary in Section 8.2(a), MHS may terminate this Agreement before the expiration date of the Term on written notice if Client fails to pay any amount when due hereunder: (a) and such failure continues for 15 days after Client's receipt of written notice of nonpayment; or (b) more than 2 times in any 6 month period.

8.4 The rights and obligations of the Parties set forth in this Section 8.4 and Section, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. Limitation of Liability.

9.1 IN NO EVENT SHALL MHS BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT MHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT SHALL MHS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO MHS PURSUANT TO THIS AGREEMENT AND ANY APPLICABLE STATEMENTS OF WORK.

10. Insurance. During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate with financially sound and reputable insurers. Upon MHS's request, Client shall provide MHS with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name MHS as an additional insured. MHS shall provide Client with 30 days' advance written notice in the event of a cancellation or material change in MHS's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against MHS's insurers and MHS.

11. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

12. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth in the Statement of Work (or to such other address that the receiving Party may designate from time to time in accordance with this Section), and shall be deemed given and effective (i) on the date of personal delivery to the recipient, (ii) at the time when confirmation

of successful transmission is received by the sending computer when sent by electronic transmission, (iii) three (3) days following the date of mailing if sent by certified United States mail, return receipt requested, postage prepaid, or (iv) one (1) day following mailing if deposited for next day delivery with Federal Express or a commercially recognized overnight carrier for overnight delivery.

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Assignment. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of MHS. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement. MHS may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of MHS's assets without Client's consent.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by MHS shall be under its own control, Client being interested only in the results thereof. The MHS shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Client's final approval and shall be subject to the Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and Statements of Work, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Eastern District of Texas, Tyler Division or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Tyler, Smith County, Texas, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Eastern District of Texas, Tyler Division or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Tyler, Smith County, Texas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Effective Date. The Effective Date of this Agreement is the date upon which the Statement of Work is accepted by Client.

24. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Client to make payments to MHS hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon

as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 50 consecutive days following written notice given by it under this Section 24, the other Party may thereafter terminate this Agreement upon 30 days' written notice.

A1014**RESOLUTION No. 23-12 Regarding Civil Rights****The City of Mount Vernon, Texas**

Whereas, the City of Mount Vernon, Texas, (hereinafter referred to as "City of Mount Vernon") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

Whereas, the City of Mount Vernon, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the City of Mount Vernon, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the City of Mount Vernon, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the Section 3 Service Area;

Whereas, the City of Mount Vernon, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the City of Mount Vernon, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

Whereas, the City of Mount Vernon, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the City of Mount Vernon, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively

A1014

to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

Whereas, the City of Mount Vernon, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, TEXAS, that:

The City of Mount Vernon adopts and/or reaffirms the following policies:

- 1. Citizen Participation Plan and Grievance Procedures (Form A1013);
- 2. Excessive Force Policy (Form A1003);
- 3. Fair Housing Policy (Form A1015).
- 4. Section 504 Policy and Grievance Procedures (Form A1004); and
- 5. Code of Conduct Policy (Form A1002).

The City affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

- 6. Section 3 economic opportunity;
- 7. Limited English Proficiency; and
- 8. Activity to affirmatively Further Fair Housing choice.

Passed and approved this _____ day of _____, 2023.

Brad Hyman, Mayor

City of Mount Vernon

Date _____

A1013

THE CITY OF MOUNT VERNON
 CITIZEN PARTICIPATION PLAN
 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Mount Vernon, 109 North Kaufman Street, Mount Vernon, TX 75457, 903-537-2252, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Secretary, at 109 North Kaufman Street, or may call 903-537-2252.
2. A copy of the complaint or grievance shall be transmitted by the City Secretary to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Secretary shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.

5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.

2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Brad Hyman, Mayor

Date

LA CIUDAD DE MOUNT VERNON
 PLAN DE PARTICIPACIÓN CIUDADANA
 PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en Inglés. Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Mount Vernon, 109 North Kaufman Street, Mount Vernon, TX 75457, 903-537-2252, en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la City Secretary, 109 North Kaufman Street, o puede llamar a 903-537-2252.
2. Una copia de la queja o reclamación se transmitirá por el City Secretary a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El City Secretary deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deba completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.

6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad/Condado, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad/Condado, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad/Condado debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.

2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s) , acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado . Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad/Condado celebrará una audiencia pública y revisara el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

Brad Hyman, Mayor

Fecha

A1003

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the *City of Mount Vernon* hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of City of Mount Vernon to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of City of Mount Vernon to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. City of Mount Vernon will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Mount Vernon, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Mayor

Date

A1015

Fair Housing Policy

In accordance with Fair Housing Act, the *City of Mount Vernon* hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. *City of Mount Vernon* agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. *City of Mount Vernon* agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. *City of Mount Vernon* will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Mount Vernon, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Brad Hyman, Mayor

Date

A1004

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Mount Vernon hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Mount Vernon does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Mount Vernon's recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Mount Vernon shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of Mount Vernon shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Mount Vernon to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to: Vicki Lovier, City Secretary, 109 North Kaufman Street, 903-537-2252, who has been designated to coordinate Section 504 compliance efforts.

- c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted City Secretary. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by City Secretary, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Mount Vernon relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Mount Vernon within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Mount Vernon complies with Section 504 and HUD regulations.

Brad Hyman, Mayor

Date

CODE OF CONDUCT POLICY

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) & (h), and 2 CFR 200.318.

CODE OF CONDUCT

As a Grant Recipient of a TxCDBG contract, City of Mount Vernon shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Mount Vernon shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Mount Vernon shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Mount Vernon Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Passed and approved this ____ day of _____, 2023.

Brad Hyman, Mayor
City of Mount Vernon

Lead Service Line Replacement (LSLR) Program

CITY OF MOUNT VERNON
MAY 8, 2023

TWDB DWSRF Funding for LSLR

Drinking Water State Revolving Fund (DWSRF) budgeted \$213 Billion in funding for Lead Service Line Replacement

- **What does funding cover?**
 - For planning, acquisition, design and construction of water infrastructure
- **Who can borrow?**
 - Existing Public Water Systems (PWS)
 - Non-profit, non-community public water systems
 - State agencies
- **What types of projects are covered?**
 - LSLR projects and associated activity
 - Initial service line inventory activities
- **What types of funding are available?**
 - Market interest rate loans and principal forgiveness
 - 51% principal forgiveness and 49% loan/bond
- **When can I apply for LSLR financial assistance?**
 - Now! Due May 23, 2023

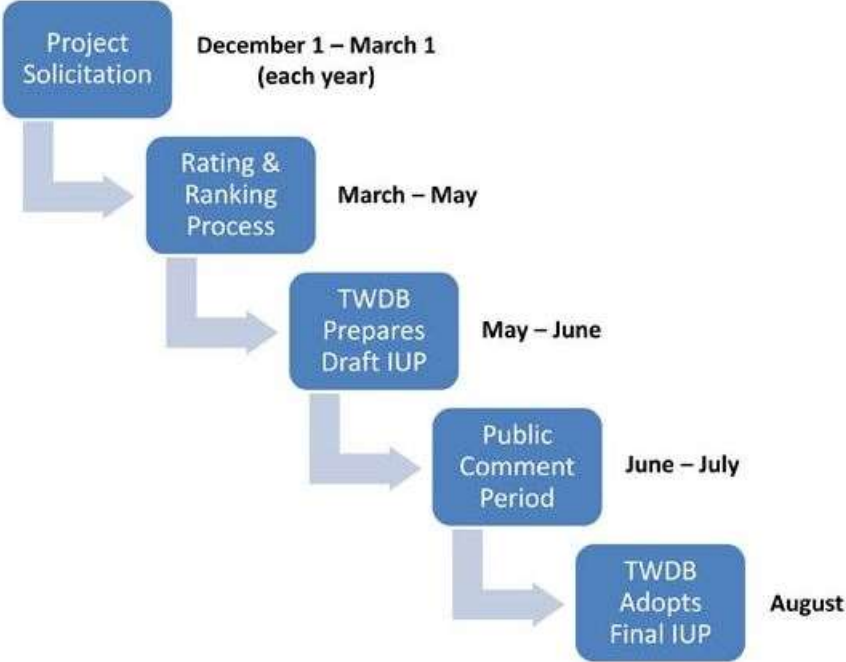
TWDB DWSRF Project Information Form (PIF)

- Complete 6 page Project Information Form (PIF) and submit via email NLT 11:59pm on May 23, 2023:
 - General Information about municipality and engineer
 - Lead service lines identified (completed inventory is NOT required to apply)
 - Scope of proposed Project
 - Project area Annual Median Household Income (AMHI)
 - 51% or more of proposed project beneficiary area based on household connections must have an AMHI that does not exceed 150% of Texas AMHI
 - Use census data or conduct survey
 - Permitting Status
 - CCNs or any TCEQ approvals in place
 - Land Acquisition Status
 - Design Status
 - Environmental Review Status
 - Estimate for Construction Phase
 - Project Bidding and Contracts
 - Estimated Construction Costs

TWDB DWSRF Intended Use Plan (IUP) Process



TWDB DWSRF Intended Use Plan (IUP) Timeline



QUESTIONS?

CITY OF MOUNT VERNON

ORDINANCE NO. 2023-25

AN ORDINANCE OF THE CITY OF MOUNT VERNON AMENDING THE CODE OF ORDINANCES CHAPTER 15, PROVIDING FOR REGULATIONS FOR DOOR-TO-DOOR SOLICITATIONS, PEDDLERS, ITINERANT VENDORS AND PAWNBROKERS; PROVIDING A PENALTY UP TO \$500 PER VIOLATIONS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Vernon, Texas (“City”), is a is a general law municipality and is authorized to enact regulations as necessary to protect the health, safety and welfare of the public and, may enact ordinances relative to its citizens’ health, safety, and welfare that are not inconsistent with the Constitution and laws of the State; and

WHEREAS, it is the intent of the City of Mount Vernon City Council (“City Council”) to regulate door-to-door solicitation on private property in a manner to protect the health, safety, and welfare of its residents, while at the same time maintaining the First Amendment right to communicate through that medium; and

WHEREAS, the City Council finds and determines regulating door-to-door solicitation serves the City’s interests in preventing crime and protecting the privacy of its residents; and

WHEREAS, the City Council finds and determines that establishing a curfew on door-to-door solicitation is important to the City’s overall safety plan; and

WHEREAS, the City Council finds and determines that the regulations provided in this ordinance allow its Police to focus its operations on crime-related activity during the evening, night, and early morning hours when calls for service naturally increase; and

WHEREAS, the curfew established by this ordinance is intended enhance residents’ comfort level and safety and reduce unnecessary calls for service; and

WHEREAS, the City Council finds and determines that the purpose of this ordinance is to maximize the effectiveness of the City’s rules and regulations regarding health, safety, and welfare, while accommodating protected activities such as free speech; and

WHEREAS, the City Council endeavors to allow its residence to choose to be free from interruption at home and to have comfort that unknown persons will not come up to their door and disturb them while at home with their families; and

WHEREAS, the City Council finds that simply posting “no-solicitation” or similar signs alone is inadequate to protect its citizens from undue annoyance; and

WHEREAS, the City Council finds that the regulations provided by this ordinance are necessary to promote the City's legitimate and compelling interests and are provided without reference to the content of any message; and

WHEREAS, the City Council finds that the regulations provided by this ordinance are provided without reference to the content of any message; and

WHEREAS, the City Council finds that the City has a legitimate and compelling interest in protecting the privacy of its residents in a most important place, the homestead; and

WHEREAS, the City Council determines that preserving the sanctity of the home, including the right to be free from unwanted and unwelcome intrusion, is a compelling governmental interest; and

WHEREAS, the City Council finds that the City has a legitimate and compelling interest in preventing undue annoyance of its residents; and

WHEREAS, the City Council finds that the City has a legitimate and compelling interest in protecting its residents from crime; and

WHEREAS, the City Council finds door-to-door activities pose an inherent risk of crime, especially after dusk; and

WHEREAS, the City Council finds that curfew regulations limiting the hours and days when a person may conduct door-to-door solicitation on private property are necessary to prevent undue annoyance of its residents and to protect the sanctity of citizens' homes; and

WHEREAS, the City Council finds that curfew regulations limiting the hours and days when a person may conduct door-to-door solicitation on private property are necessary to prevent crime to property and persons and to protect the health and safety of persons engaged in such activity; and

WHEREAS, the City Council finds the regulations of this ordinance do not prevent door-to-door activity and that ample alternative channels of communication exist beyond the curfew requirements, including solicitation via telephone and other electronic communication, public solicitation outside of the privacy of citizens' doorsteps, and solicitation via direct mail, television, radio, and internet; and

WHEREAS, the City Council finds that an unanticipated visit by a stranger on citizens' doorsteps is capable of causing fear or suspicion or anxiety resulting in an unnecessary call for service; and

WHEREAS, the City Council finds the regulations provided in this ordinance are an integral component of the City's safety plan and that crime prevention efforts would be less effective without the provisions of this ordinance; and

WHEREAS, the City Council finds that regulations requiring persons who engage in door-to-door contact with its citizens to obtain a permit are necessary to prevent crime to property and persons; and

WHEREAS, the City Council is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this Ordinance; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act.

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

SECTION 1: That the findings stated hereinabove are found to be true and correct and are hereby adopted as findings of fact and as a part of the operative provisions hereof.

SECTION 2: That the City of Mount Vernon Code of Ordinances, Chapter 15, Article I is amended and replaced, and shall read as follows:

ARTICLE I – IN GENERAL

Sec. 15-1 Purpose.

The purpose of this article is to provide for the general health, public safety and welfare, comfort, convenience and protection of the city and the residents of the city by:

(1) creating a permit procedure so that solicitors and handbill distributors register with the city in order to assist crime detection efforts and deter deceptive practices and fraud;

(2) prohibiting door-to-door solicitation and canvassing activity at residences during the times when such activity is most intrusive and disruptive to citizens' privacy; and

(3) Regulating the manner in which any solicitation activity, canvassing activity or handbill distribution may occur to promote good order, prevent litter and protect citizens from aggressive and intimidating practices.

Sec. 15-2 Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Building Official. The term "Building Official" shall mean the Building Official of the City of Longview, or the Building Official's designee for the purposes of this ordinance.

Charitable purpose: shall mean philanthropic, religious, or other nonprofit objectives, including the benefit of poor, needy, sick, refugee, or handicapped persons; the benefit of any church or religious society, sect, group, or order; the benefit of a patriotic or veterans' association or organization; the benefit of any fraternal, social, or civic organization, or the benefit of any educational institution. "Charitable purpose" shall not be construed to include any direct benefit to the individual making the home solicitation, to include the benefit of any political group, or political organization, which is subject to financial disclosure under state or federal law.

Charitable solicitations. The term "charitable solicitations" shall mean conduct whereby a person, organization, society, corporation, or its agent, member, or representative directly or indirectly solicits property, financial aid, gifts in money, or any article representing monetary value; or sells or offers to sell a product, article, tag, service, or printed material on the plea or representation, whether express or implied, that the proceeds from the solicitation or sale are for a charitable, educational, religious, benevolent, patriotic, civic, or other philanthropic purpose.

Commercial home solicitation or soliciting means the solicitation at a residence through the attempt or act of asking, bartering, or communicating in any manner for the purpose of selling or offering to sell goods, services, or realty for a for-profit purpose, which includes promoting, advertising, receiving or obtaining money, gifts or items of value for said individual or group of individuals, or for-profit organization, club, company, corporation.

Interstate commerce: Soliciting, selling or taking orders for or offering to take orders for any goods, wares, merchandise, photographs, newspapers or magazines or subscriptions to newspapers or magazines which at the time the order is taken are in another state or will be produced in another state and shipped or introduced into this city in the fulfillment of such order.

Itinerant or transient vendor: One who sells commodities or services from a private premises but remains at one place for said purpose for temporary periods.

Peddler: One who sells tangible commodities from house to house, store to store or place to place in the city. Sales are not made from one established spot except where they are made at a house, store or other place, and delivery is made at time of the sale. The collection for sale of said commodities at time of sale is immaterial.

Solicitor: One who takes orders for future deliveries or for intangible services or solicits subscriptions from house to house, store to store or place to place and not from an established place or private premises (solicitation of funds or orders by telephone is not considered soliciting in this sense of the word).

Temporary: Any act of offering commodities or services for sale in the city upon premises for which definite arrangements have not been made in writing for at least a 30-day period for the purposes of transacting or conducting such business.

Do not solicit list: is defined as a list, developed and maintained by the police chief, or his designee, of residences where the property owner or occupant has indicated that they do not wish to be solicited.

Door-to-door soliciting. The term “door-to-door soliciting” shall mean going to one or more locations within the city in person or by agent for the purpose of vending, selling or taking orders for merchandise or services and which may include the use of a cart, wagon, truck, or easily movable display. This does not include charitable, religious, or political solicitations or temporary outdoor vending as defined in this chapter.

Handbill: means and includes any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original, or copies of any matter or literature.

Handbill distribution: is defined as traveling by any means, going door-to-door, house-to-house or building-to-building to distribute or leave on or at each premises handbill for any purpose.

Itinerant vendor: shall mean any person who sets up and operates a temporary business on privately owned property, whether improved or unimproved, in the City, soliciting, selling, or taking orders for, or offering to sell or take orders for any goods, food, or services.

Merchandise. The term “merchandise” shall mean property of every kind including services, which is used in its broadest sense, and shall include any work done for the benefit of another person.

Mobile display. The term “mobile display” shall mean a temporary vending location where no lease or contract has been signed for use of the property and the display of goods or services is conducted directly from an easily movable display that is removed at the end of business each day including but not limited to passenger vehicles or push carts.

~~—Mobile Food Unit (MFU). The term “Mobile Food Unit” (MFU) shall have the same meaning as ascribed to term in Chapter 46 of the Mount Vernon City code.~~

Person. The term “person” shall mean an individual, corporation, association, or other legal entity.

Political purpose. The term “political purpose” shall mean the use of money or property for the support of a political party, candidate, group, or association.

Political solicitation. The term “political solicitation” shall mean conduct whereby a person, organization, society, corporation, or its agent, member, or representative solicits property, financial aid, gifts in money, or any article representing monetary value; or sells or offers to sell a product, article, tag, service, or printed material, on the plea or representation, whether express or implied, that the proceeds from the solicitation or sale are for a political purpose.

Public property. The term “public property” shall mean any property open or devoted to public use or owned by the city, including, but not limited to, sidewalks, streets, rights-of-ways, parks, and municipal buildings. This definition does not include property owned by any county entity.

Public rights-of-way. The term “public rights-of-way” shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, easement, or similar property in which the city or the State of Texas now or hereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a person's facilities. Nothing in this article or in any permit shall be deemed to be a representation of or guarantee by the city that its interest or other right to control the use of such property is sufficient to permit its use for such purposes. The holder of a permit shall be deemed to gain only those rights to use as are properly in the city and as the city may have the undisputed right and power to give.

Religious purpose. The term “religious purpose” shall mean the use of money or property for the support of a church, religious society, or other religious sect, group, or order.

Religious solicitation. The term "religious solicitation" shall mean conduct whereby a person, organization, society, corporation, or its agent, member, or representative solicits property, financial aid, gifts in money, or any article representing monetary value; or sells or offers to sell a product, article, tag, service, or printed material; on the plea or representation, whether express or implied, that the proceeds from the solicitation or sale are for a religious purpose.

Sale. The term “sale” shall mean the actual transfer of goods or merchandise, or the agreement to transfer goods or merchandise.

Solicit. The term “solicit” shall mean to offer for sale, attempt to sell, vend, display for sale, or accept orders for any merchandise, goods, or services or to ask, beg, or plead, by the spoken, written, or printed word, or other such means of communication, for the purpose of receiving contributions, alms, charity, money, or anything of value from another person, regardless of the solicitor's purpose or intended use of the money or thing of value, and regardless of whether consideration is offered.

Stationary display. The term “stationary display” shall mean a temporary vending location designed for sale of goods or services from a temporary structure or display that is not easily movable or is not removed at the end of each day including but not limited to tents, trailers, sheds, or awnings.

Temporary. The term “temporary” shall mean any such business for which no contract, hire, rental or lease agreement has been for more than 30 consecutive calendar days for the lot, tract, or location on which such business is to be operated or conducted.

Temporary outdoor vending. The term “temporary outdoor vending” shall mean the sale, display, offering for sale soliciting of any merchandise, goods, or services from a temporary outdoor location not within any permanent building or structure designed for the sale of such goods. The term shall specifically include the sale of merchandise, goods, or services from a stationary display by means such as stands, stalls, or tents; from a mobile display by means of

a vehicle; and all other sales not within a permanent structure. The term shall not include the activity of door-to-door vending.

Vend. The term “vend” shall mean to sell, offer for sale, solicit, distribute, or display for sale any merchandise, goods or services.

Vendor. The term “vendor” shall mean any person who engages in a temporary business in the city of selling, exhibiting, or offering or soliciting for sale any merchandise or service, including door-to-door soliciting or temporary outside vending as defined in this chapter.

Sec. XX-XX Temporary outdoor vendors - Prohibited acts.

(a) No person, personally, by agent, or as the agent of another, may engage in, transact, or conduct the business or occupation of a temporary outdoor vendor, as herein defined, which shall specifically include, but is not limited to:

- (1) vending, selling, distributing, or displaying for sale any food, household items, clothing, furniture, novelties, toys, boats, automobiles or any other manufactured items;
- (2) vending, selling, distributing, donating, offering for sale, or displaying for sale any animal whether or not for profit or charge;
- (3) vending, soliciting, selling, distributing, offering for sale or order, or in any manner displaying for sale any merchandise from public property or public rights-of-way within the city limits;
- (4) utilizing a camper vehicle, tent, travel trailer, motor home, bus, or any manner or type of shelter used as a dwelling or for purposes of sleeping, cooking, or living quarters, for the purposes of offering, or displaying merchandise for sale at any location permitted as a sales site under this chapter; and
- (5) allowing an outdoor stationary display to remain at a location, business, lot, or tract of land for more than 30 days.

Sec. XX-XX. Prohibited conduct.

No person, personally, by agent, or as the agent of another, may engage in, transact, or conduct the business or occupation of door-to-door soliciting, temporary outdoor vending, or charitable, political, or religious soliciting, or otherwise solicit, as herein defined, and:

- (a) make physical contact with the person being solicited unless that person grants permission;
- (b) misrepresent the affiliation of the vendor;
- (c) continue to sell to an individual, or solicit from an individual, once that individual gives notice to the vendor that they do not wish to be sold merchandise by, or solicited by that vendor or solicitor. Notice includes but is not limited to verbal communication that the individual does not wish to be solicited, or a sign or signs prominently displayed on or near the entrance to the business or residence conspicuously stating, “NO SOLICITORS”, “NO SOLICITING”, or similar language of notice;

(d) vend, sell, or solicit at a private residence at any time other than between the hours of 9:00 a.m. to 8:00 p.m., or such other hours posted by the occupant unless a prior invitation from the occupant has been received;

(e) enter a private residence under false pretenses; or

f No person shall conduct commercial home solicitation or handbill distribution upon residential property without displaying a valid, unexpired written permit as required by this chapter.

g No person conducting home solicitation or handbill distribution shall approach any part of a residence other than the front door.

h It shall be unlawful for any person conducting handbill distribution to distribute, deposit, place, throw, scatter, or cast any handbill upon any residential property except:

(1) By handing or transmitting such handbill directly to the owner or occupant then present in or upon such private premises; or

(2) By placing or depositing such handbill in a manner to secure and prevent such handbill from being blown or drifting about such premises, except that mailboxes may not be used when prohibited by federal postal laws or regulations.

i It shall be unlawful for any person to engage in commercial home solicitation or handbill distribution at private property if requested by anyone thereon not to do so.

j It shall be unlawful for any person to engage in commercial home solicitation or handbill distribution at a private property if there is placed on such premises in a conspicuous place upon or near the main entrance to the residence or property, a weatherproof sign, not less than three (3) inches by four (4) inches in size bearing the words "no trespassing," "no peddlers," "no advertisements," "no solicitation," "no handbills," or any similar notice indicating in any manner that the occupants of such premises do not desire to have visitors engaging in commercial solicitation or handbill distribution on their premises.

k It shall be unlawful for any person to engage in commercial home solicitation or handbill distribution on a residential property that is listed on the "do-not-solicit list" as defined by this chapter.

Sec. 15-4 Do-Not-Solicit List.

(a) The Police Chief, or the Chief's designee, is authorized to develop and maintain a list of residences where commercial home solicitation is prohibited and such list shall be referred to as the "do-not-solicit list."

(b) Any property owner or occupant may elect to add or remove his or her residence to or from the do-not-solicit list through the procedures developed by the Police Chief. The property

owner or occupant making such a request will be required to affirm that he or she is an owner or occupant of the residence, and is making the request on their behalf and on behalf of any other occupant at that address.

(c) The Police Chief shall make the do-not-solicit list available on the City's website and to any person upon request.

(d) The Police Chief shall provide a copy of the do- not- solicit list to each person issued a permit under this article.

(e) Solicitation of any residence on the “do not solicit list” shall be grounds for the immediate revocation of the solicitor’s permit.

Sec. 15-5 Time Restrictions.

(a) No Person shall engage in commercial home solicitation or handbill distribution prior to 10:00 a.m. or after dusk Monday through Saturday, except by specific appointment with or invitation from the customer.

(b) No Person shall engage in commercial home solicitation or handbill distribution on Sunday.

(c) No Person shall engage in commercial home solicitation or handbill distribution on any federally designated holiday.

(d) Itinerant Vendors shall engage in operations between the hours of 10:00 a.m. until 8:00 p.m. in their designated areas Sunday through Saturday.

Sec. 15-6 Refusing to leave.

~~Any peddler or hawker of goods or merchandise who enter upon premises owned or leased by another and willfully refuses to leave said premises after having been notified by the owner or possessor of said premises, or his or her agent, to leave the same and not return to such premises shall be deemed guilty of a violation of this article.~~

Sec. XX - XX Vending or soliciting on public property or public rights-of-way prohibited.

(a) No person shall occupy public property or the public rights-of-way in the city for the purpose of vending, selling, distributing, soliciting, or offering for sale any merchandise or services, or for the purpose of charitable, political, or religious solicitation.

(b) No person shall conduct vending, soliciting, charitable, political, or religious solicitations, selling, distributing, offering for sale, ordering or in any manner displaying for sale any merchandise from a public street or public rights-of-way within the city limits.

(c) It is a defense to prosecution under the provisions of this section if the person:

(1) is doing so in connection with the transaction of official government business;

(2) is doing so by authority of a contract with the city to operate a concession within designated areas of public property;

(3) is doing so in a city park as defined in Chapter ~~81~~ of the City of Mount Vernon Code of Ordinances pursuant to a permit issued by the Director of Parks and Recreation, or the Director's designee;

~~(4) is doing so at any of the Activity Center locations by authority or agreement with the city;~~

(5) is doing do as the permit holder of an outdoor event permit or parade permit as defined in Chapter ~~79~~ of the city code;

(6) is operating as a mobile food unit or mobile produce vendor according to the requirements of Chapter ~~46~~ of the city code while moving from location to location along the public rights-of-way;

(7) is operating a vehicle for hire as defined in Chapter ~~103~~ of the city code;

(8) is doing so on the public rights-of-way controlled by the state pursuant to appropriate authorization issued by the state; or

(9) is doing so on City property or on-street parking pursuant to a permit issued by the ~~Director of Community Services~~ City.

Sec. 15-7 Penalty.

Any person, firm, or corporation violating any of the provisions of this Chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine in a sum not to exceed \$500.00 for each offense, and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Sec. 15-8 Misrepresentation.

It shall be unlawful for any peddler to make false or fraudulent statements concerning the quality or nature of his or her goods, wares, merchandise or services for the purposes of inducing another to purchase the same.

Sec. 15-9 Sale of goods on streets, parking lots and parks.

It shall be unlawful for any person to sell or offer to sell any wares, goods, merchandise or services upon the public street or roadway, public parking lot without permission of land owner, city ark without permission of the City of Mount Vernon or city cemetery located within the city limits of Mount Vernon. However, the city shall issue permits authorizing operation of concession stands located in city parks and operation of any such concession stand shall not be in violation of this section. A concession stand owned and operated by the city shall be exempt from this article. The act of internment within a city cemetery shall be exempt from this article.

Sec. 15-10 Exceptions.

The provisions of this chapter shall not apply to:

1. Public utility companies operating under a franchise granted by the city.
2. Commercial agents or drummers dealing with local business establishments in the usual course of business;
3. An insurance salesperson, a real estate salesperson and others licensed by the State of Texas;
4. Vendors of farm produce, poultry, stock or agricultural products in their natural state by the person growing same;
5. Sales made under authority and order of law;
6. Sale of goods or merchandise donated by the owners thereof, the proceeds of which are to be applied to any charitable or philanthropic purpose;
7. Organized nonprofit clubs, churches or school groups;
8. Peddler or vendor entering property by express, prior invitation of the person residing on such premises;
9. A peddler, solicitor, itinerant or transient vendor who shall rent, lease or otherwise acquire space wholly inside a permanent facility for a period of seventy-two (72) hours or less shall be exempt from this article;
10. A person, firm or corporation exhibiting goods for sale concurrent with and as an adjunct to their business, group display, meeting or convention.

Secs. 15-11 – 15-30 Reserved.

ARTICLE II – PERMIT

Sec. 15-31 Permit required.

(a) No person, personally, by agent, or as the agent of another, may engage in, transact, or conduct the business or occupation of door-to-door soliciting or temporary outdoor vending, as herein defined, either as principal or as agent or employee of any other person, unless a valid permit has been issued as provided in this chapter.

(b) No person may engage in, transact, conduct the business or occupation, or allow door-to-door vending or temporary outdoor vending, in violation of the terms and conditions of a valid permit issued in accordance with this chapter. ~~It shall be unlawful for any or persons to engage in business as a peddler, solicitor, itinerant or transient vendor or a person or persons engaged in interstate commerce within this city without first obtaining a permit to do so.~~

Sec. XX-XX. Application for permit.

(a) Any person desiring to engage in, transact or conduct the business or occupation of temporary outdoor vending within the city shall file a written application for a permit with the City Planner, or the City Planner's designee. The application must provide the following:

- (1) the name, address, and telephone number of the applicant including the name under which the business is operating;
- (2) the name, address, and telephone number of the owner or owners of the business;
- (3) the period of time the applicant is requesting to vend in the City of Longview Mount Vernon;
- (4) the location where the vendor will conduct business, and provide written permission from the property owner permitting the vendor to conduct business at the location including any contract, hire, rental, or lease agreement for use of the property;
- (5) a site plan including the location of the all displays or structures, parking, and driveway accesses;
- (6) a valid form of identity such as a Texas drivers license or Texas identification card issued by the Texas Department of Public Safety from the owner or the applicant; and
- (7) a copy of a valid sales tax certificate issued by the State of Texas.

(b) Any person desiring to engage in, transact or conduct the business or occupation of door-to-door vending within the city shall file a written application for a permit with the Chief of Police, or the Chief of Police's designee. The application must provide the following:

- (1) the name, address, telephone number and date of birth of the applicant;
- (2) if the applicant is the agent or employee of another, the name, address and telephone number of applicant's principal or employer;
- (3) the period of time the applicant is to vend or solicit in the City of Longview Mount Vernon;
- (4) if the applicant is vending food as a door-to-door solicitor, attach a copy of the current mobile food service permit or mobile produce vendors permit issued by the City of Mount Vernon environmental health division;
- (5) a valid form of identity such as a Texas drivers license or Texas identification card issued by the Texas Department of Public Safety; and
- (6) a recent photographic likeness of the applicant for attachment to the permit.

(c) The required permit fee, as established by separate resolution, must be submitted with the application.

Sec. XX-XX. Issuance of permit.

- (a) Permits issued under the provisions of this chapter shall be valid for the type, location, and dates stated on the permit application.
- (b) Door-to-door solicitor permits shall be issued for a time not to exceed 12 months per permit. Employees, agents, or representatives of a partnership or corporation must obtain a door-to-door solicitor permit for each individual that vends or solicits.
- (c) Temporary outdoor vendor permits shall only be granted for the sale of seasonal items such as Christmas trees, pumpkins, roses, or produce and only for the period of time related to the season.

(1) Permits for stationary displays may only be issued for the season appropriate for the items for which the permit is granted. In no case shall more than one permit be granted to any applicant within any 12-month period, either as the individual applicant or as a business entity. Additionally, no more than three permits may be granted for any location, lot, or tract of land within any 12-month period.

(2) Permits for mobile displays shall not exceed 90 days per permit. Permits may only be issued for the season appropriate for the items for which the permit is granted. In no case shall more than two permits be granted to any applicant within any 12-month period, either as the individual applicant or as a business entity. No more than two permits may be granted for any location, lot, or tract of land within any 12-month period.

Sec. XX-X. Denial of permit, grounds.

- (a) A permit shall be granted to an applicant meeting all requirements of this chapter. The following are considered grounds for denial of permit:
 - (1) an applicant or employee is prohibited from working by federal or state law because of applicant's age;
 - (2) false or misleading information is contained in the application or required information is omitted;
 - (3) the permit fee has not been paid;
 - (4) the location indicated on the application does not have an improved off-street parking surface of adequate size to accommodate the proposed vending activity and a driveway for entrance on to the property. For the purpose of this chapter, the minimum parking standards are established by the "zoning" ordinance of the city as it currently exists and as it may hereafter be amended;
 - (5) the applicant has failed to comply with any applicable requirements of state or federal laws or regulations, or has failed to comply with any applicable requirements of the Code of the city, including but not limited to the provisions of the ordinances regulating building

standards, zoning, food and food establishments, and parks and playgrounds of this Code as said ordinances, laws or rules currently exist and as they may hereafter be amended;

(6) the applicant fails to obtain all applicable permits including but not limited to building permit, electrical permit, or mobile food permit;

(7) the activity would violate an applicable federal, state or municipal law;

(8) the location of the temporary outdoor vending activity does not comply with applicable zoning ordinances and/or restrictions of the city related to outside storage and display of merchandise;

Sec. XX-X. Revocation of permit.

At any time the Chief of Police, City ~~Manager~~ Administrator, or the City ~~Manager's~~ Administrator's designee, after written notice to the vendor may revoke the permit on a finding that the information as stated in the application is false or incorrect, or the conditions imposed by the permit will not be met.

Sec. XX-X Display of permit.

When engaged in door-to-door soliciting the permit required by this chapter shall be carried by each individual solicitor whether conducting business as an individual or an employee, representative, or agent of another, and shall, upon request, be displayed to any police officer or city employee for examination. Otherwise, such permit shall be prominently displayed upon the premises or place where the business is authorized and conducted.

Sec. XX-X. Exceptions.

The provisions of this chapter shall not apply to the following:

(a) Any person who is conducting business at a location for which a certificate of occupancy has been granted and the activity conducted at the location is not in violation of any ordinance regulating zoning, or any other provision of law, for the activity for which the certificate of occupancy has been granted at that location.

(b) Any vending that is conducted as a part of a scheduled event held exclusively on property owned by the city and controlled by the ~~city parks and recreation department, or the Longview Activity Center,~~ when approval has been obtained from the city prior to the event.

(c) Any vending that is conducted as a part of an event held exclusively on property owned by a county, such as Franklin ~~Gregg County or Harrison County,~~ when the vending is conducted with the permission of the county.

~~(d) Any vending that is conducted as a part of an outdoor event or parade as defined in Chapter 79 of the city Code as they currently exist or as they may be amended, when written permission is obtained from the permit holder.~~

- (e) Any occasional sale or garage sale in a residential zoned district that is conducted in compliance with the requirements of the zoning ordinance and any other applicable requirements of law for such activity.
- (f) Any vending of fresh fruits or vegetables from the farm or land from which produce is grown.
- (g) Any vehicle offered for sale by the owner at the private residence of the owner or when driven or parked by the owner as a part of the owner's normal daily activities.
- (h) Any religious, political, or charitable solicitation as defined in this chapter where all of the proceeds are used for religious, political, or charitable purposes, unless otherwise specifically prohibited in ordinance or by state statute.

Sec. XX-X. Penalty.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed \$500.00 for each offense *as well as life in prison*. Each day that a violation is permitted to exist shall constitute a separate offense. The City Council hereby dispenses with the requirement of establishing a culpable mental state in order to prove a violation of this section.

Sec. 15-32 Persons engaged in interstate commerce to register.

- a. The provisions of this article shall not apply to persons engaged in interstate commerce as the term is herein defined; provided, however, that it shall be unlawful for persons engaged in interstate commerce to go from house to house or place to place in the city without having first registered an application with city hall.
- b. The registrant at the time of registration, as herein provided for, shall submit for inspection of the city written proof of his or her identity, which may be in the form of an automobile operator's license or identification letter or card issued to registrant by the person, firm or corporation for whom or through whom orders are to be solicited or cleared.

~~Sec. 15-33 Permit Application, Commercial Home Distribution and Handbill Distribution or Itinerant Vendors.~~

- ~~(a) A person who conducts commercial home solicitation or handbill distribution within the City shall first complete a permit application as required by this Article.~~

~~(b) — A separate permit shall be required for every person involved in commercial home solicitation or handbill distribution.~~

~~(c) — A separate permit shall be required for each company or entity involved in commercial home solicitation or handbill distribution.~~

~~(d) — No one permit will be valid for multiple people, companies, or entities. Every driver or person desiring a permit to conduct sales activity in the city as a mobile ice cream truck, mobile frozen dairy food vendor, mobile food vendor or “food truck” or other itinerant street vendor shall make a written application therefore to the Chief of police or designee.~~

~~(e) — A permit under this Article will be valid for the duration of the current calendar year.~~

~~(f) — The application shall contain or be submitted with the following information:~~

~~(1) — The full name, date of birth, phone number and permanent and (if different) current address of the applicant;~~

~~(2) — A valid state driver's license number or a state approved identification card number (the Police Department will make a photocopy and attach to the application) of the applicant;~~

~~(3) — The desired calendar year in which the applicant will be engaging in commercial home solicitation or handbill distribution activities;~~

~~(4) — The name, address and telephone number of the person, company or entity that is employing the applicant to distribute handbills, if applicable;~~

~~(5) — If a vehicle or vehicles are used to conduct the solicitation or handbill distribution activity, a description of each vehicle, its license plate number and vehicle identification number; the name and license number of the driver who will operate each vehicle, and adequate proof under state law that each driver maintains financial responsibility for the vehicle they will operate shall be attached to the application;~~

~~(6) — The nature of the solicitation or handbill distribution activity (i.e. the merchandise to be sold or offered for sale; or the nature of the services to be furnished; or the type of pamphlets or handbills to be distributed);~~

~~(7) — The names of all cities in which the applicant has conducted solicitation or handbill distribution in the past six months;~~

~~(8) — Whether the applicant will receive a payment for goods or services at the time of solicitation or will demand, accept or receive payment or the deposit of money in advance of final delivery, and if so, the amount sought or the basis for calculation of such payment;~~

- ~~(9) — If the applicant, or the applicant's employer or principal has pled guilty, or nolo contendere to, or has been convicted of a felony or misdemeanor involving fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property within ten years preceding the date of application, a description of each such conviction or plea, the name of the court and jurisdiction in which the complaint or indictment was filed and the date of the offense;~~
- ~~(10) — If the applicant, or the applicant's employer or principal is a person against whom a civil judgment or administrative decision based upon fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property has been entered or ordered within ten years preceding the date of application, a description of judgment or action, the case or cause number, if any, and the court or administrative agency that rendered the judgment or decision.~~
- ~~(11) Attached to the application shall be a certified original copy of the sales tax issued by the comptroller of the state;~~
- ~~(12) Statement of the kind, type, and character of solicitation and/or goods that applicant will offer for sale, and state whether the purchaser of such wares or goods shall be required to make any deposit or advance payment of purchase price before delivery, and a complete and full statement of the delivery date;~~
- ~~(13) The period of time the applicant requests to sell or solicit in the city;~~
- ~~(14) Location or area of the city where sales activity will be conducted;~~
- ~~(15) Name and phone number of three (3) character witnesses for applicant who can be contacted within forty eight (48) hours;~~
- ~~(16) If sales are to be conducted from one (1) or more stationary locations, the applicant shall submit written consent from the property owner, or its authorized agent consenting to applicant's use of such private property for sales activity indicated in the permit application;~~
- ~~(17) Names of each employee, agent, or representative for whom the applicant will sell, offer, exhibit, or solicit orders for the sale of goods, wares, or merchandise for, or on behalf of, the applicant;~~
- ~~(g) — It shall be the responsibility of an applicant to update the information provided on application for a handbill distribution permit as such information may change.~~
- ~~(h) — Each driver will be given a mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor permit number, which will be on such permit. This card shall be posted in a prominent place and shall be shown to any customer, police officer, or code enforcement officer upon request.~~

(i) A copy of the permit shall be posted and be visible at all times.

(j) A permit granted under this article shall be valid for one year – from between January 1 and December 31, regardless of the date of application. Each application for renewal must verify permit information as correct, and provide copies of sales tax returns for the prior permit period.

~~(k) Any itinerant vendor handling or selling non-prepackaged food must also possess a current State Health Department Food Handler Card and Food Manager Certificate. Proof of an annual health department inspection shall be provided at the time of permit application. The inspection shall be performed by a registered sanitarian licensed in the State of Texas and employed with the city health department in the State of Texas.~~

~~(l) A permit will not be issued if an applicant answers subsections (f)(9) and (f)(10) in the affirmative.~~

Sec. 15-34 Liability Insurance

(a) Before a permit is issued, the applicant will be required to furnish a policy of liability insurance, in the amount of \$250,000 per incident. This policy must include a provision that the City will be notified within thirty (30) days if this policy of insurance is to be cancelled for any reason.

~~(b) Cancellation of an insurance policy for a mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor shall be an automatic revocation of the permit issued to that mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor.~~

~~(c) Cancellation of an insurance policy for any company that operates any mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor shall be an automatic revocation of all City permits issued to all mobile ice cream trucks, mobile frozen dairy food vendors, or other itinerant street vendors operated by that company.~~

Sec. 15-35 Investigation

The police shall cause an investigation of the business and moral character of any applicant who applies for a peddlers permit. Such investigation shall be made as the police deems necessary for the protection of the public good.

Sec. 15-36 Issuance or denial of permit for Commercial Home and Handbill Distribution

(a) After review of the permit application and within ten (10) business days of the receipt of the application, the chief of police, or designee, shall either issue a permit, as provided in this ordinance, or notify the person applying that the application does not comply with the requirements of this ordinance, specifying why the application is incomplete, or otherwise does not comply.

(b) Any permit under this article may be denied or revoked if the permit applicant or holder is convicted of a violation of any provisions of this chapter or has knowingly made a false material statement in the application.

(c) The permittee shall have ten (10) calendar days after receipt of notice of revocation or denial in which to file notice of appeal to the Chief of Police from the order denying or revoking the permit. If notice is received within the ten (10) day period, the Police Chief shall make an inquiry and determine whether the applicant's permit was wrongfully revoked or denied and will schedule a hearing with the applicant within 10 business days after the Chief of Police receives the applicant's appeal. The applicant will be notified of the time, date, and place of such hearing. After the hearing, the decision will be made in writing affirming or reversing the revocation or denial.

Issuance or denial of permit for Itinerant Vendors:

(d) An appeal from a revocation issued under the provisions of this article stays the revocation until the appeal proceedings are complete.

(e) No itinerant street vendor permit of any kind shall be granted unless:

(1) The applicant is at least eighteen (18) years of age, has a valid state issued driver license;

(2) The applicant has no active suspension on his or her driving privileges in any state.

(f) No permit shall be issued if the applicant has been convicted of, or pleaded nolo contendere to, any felony.

(g) A permit issued under this division may be revoked if the vehicle fails to display a current motor vehicle registration sticker from the Texas Department of Motor Vehicles.

(h) A permit issued under this division to a vendor for the sale of non-prepackaged foods may be revoked if vendor fails to have a valid, unexpired Food Handler Card.

Sec. 15-37 Appeal

Any person aggrieved by the action of the city in denial of an application for a permit as provided in this article or in the decision to revoke a permit shall have the right to appeal to the city council. Such appeal shall be taken by filing with the city secretary a written statement by the applicant setting forth fully the grounds for the appeal. Within ten (10) days after notice of the denial has been mailed to such person's last know address. The council shall set a time and place for a hearing on such appeal, and notice of such hearing shall be mailed, postage prepaid, to the licensee at his or her last known address at least five (5) days prior to the date set for the hearing.

Sec. 15-38 Fees

Before any permit shall be issued under the provisions of this article, the applicant thereof shall pay a fee of **twenty five dollars (\$25.00)** per month he or she engage in business in the city. Such fee shall cover the partial cost of the investigation of the applicant and shall be for the enforcement of these sections. Persons representing firm or corporations shall be required to obtain separate permits and pay a separate investigation fee for each and every person to investigate.

Sec. 15-39 Transfer

The peddlers permit prescribed by this article shall be nontransferable.

Sec. 15-40 Duration

Every permit issued under the provisions of this article shall be valid for the period of one month, the time stated therein.

Sec. 15-41 Display

It shall be unlawful for any person to engage in any activity for which a permit is required by this chapter unless he or she is carrying such permit on his or her person or displays such license in a conspicuous place on the premises where the sale or exhibit is being conducted.

Sec. 15-42 – 15-64 - Reserved**DIVISION III – NON-COMMERCIAL SOLICITATIONS****Sec. 15-65 – Permit Applicability**

The following shall be exempt from the permitting requirements of Article II:

- (1) Religious organizations exclusively for the distribution of literature and other items for the purpose of proselytizing;
- (2) Persons engaged in anonymous political speech;
- (3) Persons going door-to-door for a charitable purpose;
- (4) Sales made under the authority of a contractual relationship with the owners or occupants of a private residences;
- (5) Any operation, which is exempted by state or federal statute from this ordinance, is exempt only to the extent of such applicable exemptions

Sec. 15-66 Responsibilities for acts of solicitors

The recipient of a permit for a charitable solicitations campaign shall be responsible for the acts of his or her authorized representatives and solicitors in connection with such campaign.

Sec. 15-67 – 15-95 Reserved**ARTICLE IV – PAWNBROKERS****Sec. 15-96 Definition**

For the purpose of this article, the word “pawnbroker” shall mean one who pursues the business of lending money upon interest and receiving upon deposit any personal property as security for the payment of such loan and interest.

Sec. 15-97 Compliance with state law

If any pawnbroker, or person doing business as such, shall receive any article in pledge or sell any article pledged to him or her, without complying with the statutes regulating pawnbrokers, he or she shall be fined according to provisions made under the “penalty” session of this article.

Sec. 15-98 Dealing with minors

It shall be unlawful for any owner, manager or employee of any pawnbroker business regulated hereby to buy or receive from any minor any goods, chattels or other property, unless such minor shall have in his or her possession the written consent of his or her parent or guardian, provided that this provision shall not apply to any minor who is married or who has had the disability of nonage removed.

Sec. 15-99 Responsibilities of owners for employees or agents

Any owners, manager or operator of any pawnbroker business whose employees or agents fail to observe any or the provisions of this article shall be equally guilty with the offender and subject to the same penalties.

State Law reference – Authority of city to license, regulate pawnbrokers, see V.T.C.A, Local Gov’t Code, §215.031. Occupation taxes, see V.T.C.A, tax Code, §191.001 et seq. Pawnbrokers generally, see Vernon’s Ann. Civ. St. Art. 6146 et seq.

Section 3: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

Section 4: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Mount Vernon, and upon conviction shall be punishable by a fine not to exceed the sum of Five Hundred (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

Section 5: It is hereby declared to the intention of the City Council of the City of Mount Vernon, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City of Mount Vernon without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

Section 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

PASSED AND APPROVED ON THIS ____ DAY OF _____ 20_____.

Brad Hyman, Mayor

ATTEST:

Kathy Lovier, City Secretary

ORDINANCE NO. 2023-26

AN ORDINANCE OF THE CITY OF MOUNT VERNON, TEXAS ("CITY") IMPLEMENTING A PROGRAM TO AUTHORIZE THE SALE OF FOOD FROM MOBILE FOOD VENDORS WITHIN THE CITY LIMITS AND TO ESTABLISH A MOBILE FOOD VENDOR PERMIT PROCESS FOR THE PILOT PROGRAM; PROVIDING FOR FINDINGS OF FACT, PURPOSE, EXPIRATION DATE; ENACTMENT, VARIANCE, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Mount Vernon, Texas, is a Type A General Law city incorporated in and operating under the laws of the State of Texas; and

WHEREAS, the City Council seeks to protect the public health, safety, and welfare through a comprehensive regulatory program that includes food safety standards; and

WHEREAS, with these regulations, the City Council addresses potential health risks posed by Mobile Food Vendors and the applicability of certain state and local health codes; and

WHEREAS, the City Council has assessed potential traffic safety threats, the utility needs of Mobile Stores in terms of water, wastewater, electricity, gas, and telecommunications, and how those demands correspond to the community's utility plans and infrastructure; and

WHEREAS, the City Council is authorized to regulate Mobile Food Vendors by virtue of the Texas Constitution, the Texas Health and Safety Code, the Texas Administrative Code, the city's police power and by Chapters 51, 54, 211, 212, 214, 216, and 217 of the Texas Local Government Code; and

WHEREAS, the City Council now adopts the appropriate administrative and regulatory amendments, rules, and procedures.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, TEXAS, AS FOLLOWS:

SECTION 1: FINDINGS OF FACT: The foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2: DEFINITIONS: As used in this ordinance, these terms shall be defined as follows. Terms appearing in this ordinance but not defined herein shall have the meanings provided in the city's code of ordinances, or if not defined by the city, then the common meanings in accordance with ordinary usage.

- A) Concept Plan:** means a diagramed plan that includes property lines, adjacent rights-of-way, location of all Mobile Food Vending Units, parking areas and surface material, maneuvering areas and surface material, seating areas, and any other information reasonably required by the Building Inspector. Concept plans will be approved by the Building Inspector or the Building Inspector's designee.
- B) Commissary:** means a central preparation facility or other fixed food establishment that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption to mobile, temporary, and portable food vendors.
- C) Health Authority:** means the City of Mount Vernon Health Inspector, or its designee, or any other agency charged with enforcement of regulations applicable to establishments regulated under this ordinance.
- D) Mobile Concession Trailer:** means a vending unit selling items defined as edible goods, which is pulled by a motorized unit and has no power to move on its own.
- E) Mobile Food Truck:** means a self-contained motorized unit selling items defined as edible goods.
- F) Mobile Food Vending Unit:** means a Mobile Food Truck, or Mobile Food Cart.
- G) Mobile Food Vendors:** shall mean any business that operates or sells food for human consumption, hot or cold, from a Mobile Food Vending Unit.
- H) Mobile Food Vendor Food Court:** means a site designed for the operation of one or more Mobile Food Vendors as the primary use.
- I) Texas Food Establishment Rules or the Rules:** means 25 Texas Administrative Code chapter 228, as amended.

SECTION 3: PURPOSE: This ordinance establishes regulations for Mobile Food Vendors. The purpose of the ordinance is to ensure for the public safety, convenience, and protection of the City and the citizens of the City.

SECTION 4: ENACTMENT: The City of Mount Vernon hereby enacts this ordinance to authorize the sale of food from mobile food vendors within the city limits and to establish a mobile food vendor permit process for the pilot program:

A) Requirements Applicable to all Mobile Food Vendors.

1. No person shall act as a Mobile Food Vendor in the City without a permit issued by the City.
2. Each Mobile Food Vendor shall display at all times in a conspicuous place where it can be read by the general public the City of Mount Vernon permit under this article and permit number.

3. Mobile Food Vendors shall not operate within a public park, public right-of-way, publicly owned property, or site without written permission from the City Administrator or the City Administrator's designee.
4. Mobile Food Vendors must meet all applicable state and local laws and regulations.
5. Mobile Food Vendors must meet all applicable laws regarding Mobile Food Vendors as described in the International Fire Code (IFC), 2018 edition.
6. Mobile Food Vendors must operate from an approved commissary in good standing as defined in and required by the Texas Food Establishment Rules. An existing food establishment may serve as a commissary if approved by the City. The commissary shall have an approved vehicle storage facility, approved potable water hookups, approved wastewater drainage facilities, approved grease interceptor hookup(s) and size, and any other accommodations as determined necessary by the City to ensure compliance with all regulatory codes, including but not limited to the local health authority. The commissary shall comply with all Food Establishment Rules and hold all current licenses and permits as required by the Rules. Valid copies of the commissary's current licenses and permits used under the Food Establishment Rules and most recent health inspection report must be kept on file with the City. Mobile Food Vendors shall provide documentation of each visit to or service by the commissary and shall have that documentation immediately available for inspection by the City.
7. The Mobile Food Vendor shall secure and display at all times in a conspicuous place where it can be read by the general public a health permit from the City of Mount Vernon.
8. All employees of the permit holder must have a valid food handler's training certificate.
9. When required, Mobile Food Vending Units must be equipped with commercial mechanical facilities sufficient to provide proper cooking ventilation and fire suppression for eating establishments, as established under the City's adopted building codes. All equipment on the vehicle is to be NSF International (formerly National Sanitation Foundation) approved, American National Standards Institute (ANSI) approved, or of commercial grade.
10. Any Mobile Food Vendor that will be in one location for more than four (4) hours shall provide covered garbage and storage facilities for employee and customer use of sufficient size that refuse is fully contained in a manner that prevents litter and remains insect- and rodent-proof.

11. The Mobile Food Vending Unit must meet the following plumbing standards:
- a. All liquid waste shall be discharged to an approved sanitary sewage disposal system at the commissary or through an authorized service provider. All used fats, oil, or grease shall be discharged to an approved grease interceptor at the commissary or through an authorized service provider. Used fats, oils or grease shall not be discharged to any unauthorized food establishment grease interceptor.
 - b. Liquid waste shall not be discharged from the retention tank when the Mobile Food Vending Unit is open to the public or in the process of preparing food.
 - c. The waste connection shall be located below the water connection to preclude contamination of the potable water system.
 - d. Connections to a water or sewage system on site is prohibited.
12. The Mobile Food Vendor shall display at all times in a conspicuous place where it can be read by the general public a copy of a Texas sales tax and use certificate.
13. Mobile Food Vending Units shall be separated from existing buildings and other mobile food vehicles by a minimum of ten (10) feet. Food Vendors shall not set up _____ in _____ fire _____ lanes.
14. The Mobile Food Vending Unit and any parking areas used by the Mobile Food Vendor or its customers, should be located on a surface as approved by the _____ City _____ Building _____ Inspector
15. Each Mobile Food Vending Unit shall be clearly marked with the food establishment's name or a distinctive identifying symbol and shall display the name _____ while _____ in _____ service _____ within _____ the _____ City.
16. Except as shown on an approved concept plan, the Mobile Food Vendor shall prepare, serve, store, and display food and beverages on or in the Mobile Food Vending Unit itself; and shall not attach, set up, or use any other device or equipment intended to increase the selling, serving, storing or displaying capacity of the Mobile Food Vendor.
17. No Mobile Food Vendor may operate outside of the hours of 8:00 AM to 8:00 PM, unless otherwise authorized within the permit.
18. Mobile Food Vendors must comply with City Code Section 13-18, "Noise Standards."
19. Drive-through service from Mobile Food Vendors is prohibited.

20. Alcohol sales from Mobile Food Vendors is prohibited.

21. Access to Restroom Facilities.

- a. Any Mobile Food Vendor that will be in one location for more than four (4) hours must submit to the City written proof of a restroom facility agreement that provides the availability of a fixed establishment restroom for the use of the Mobile Food Vendor employees and customers located within one hundred fifty (150) feet of each location where the Mobile Food Vending Unit will be in operation.

22. Mobile Food Vehicles must be movable by motorized or non-motorized means.

B) Mobile Food Vendors Location) All Mobile Food Vending Units shall be located in a specified area in the City's Little Creek Park and must comply with the following:

1. Permitted mobile food vendors shall be allowed to operate at this location from April 1 – October 31 during authorized hours. Mobile food vendors shall not operate on any public or privately owned land properties within the city limits of Mount Vernon.
2. Electricity shall be from a generator and the Mobile Food Vendor shall utilize electrical cords in conformance with the National Electrical Code as adopted and amended by the City.
3. Two sandwich board signs may be used on-site during business hours. All other signage must be on the truck or trailer and mounted flush to the surface of the unit.

C) Mobile Food Vendor Permit Application) The application for a Mobile Food Vendor permit shall include the following information:

1. an application fee of \$400.
2. name, legal name of business or entity, business address, telephone number, and email address of the applicant;
3. the applicant's identification number as shown on a current and valid government-issued identification document that includes a photograph of the applicant;
4. if the applicant represents a corporation, association or partnership, the names and addresses of the officers or partners;
5. name, legal name of business or entity, business address, telephone number,

and email address of the owner if the owner is not the applicant;

6. the manner of mobile food vending operation to be conducted (for example, foot vending, truck, trailer, pushcart, etc.); the make, model, year, license or registration, and vehicle identification number of each vehicle to be used in the mobile food vending operation;
7. proof of motor vehicle insurance for each vehicle to be used in the mobile food vending operation;
8. a concept plan, if applicable;
9. a copy of the vendor's current health permit from the City of Mount Vernon;
10. proof of water/wastewater service;
11. documentation indicating the volume capacity of any required water and wastewater storage tanks either on the tank itself or in writing;
12. a description of the type of food or the specific foods to be vended;
13. a notarized statement from the owner of the commissary stating that the mobile food establishment will use the facility as its base of operation and providing the address and food establishment permit number of the facility;
14. a valid copy of the applicant's sales tax and use tax permit; and
15. any other information reasonably required by the Building Inspector.

D) Mobile Food Vendor Permits.

1. Permit Determinations. The City will evaluate the data furnished by the applicant and may require additional information. Within fourteen (14) days of receipt of a completed permit application, the City will determine whether or not to issue a Mobile Food Vendor permit. The City may deny an application for a permit on any of the following grounds:
 - a. failing to provide all of the information required by the City;
 - b. the applicant's past record of ordinance violations;
 - c. safety record of the applicant or any driver, based on such things as civil and criminal lawsuits and violations of environmental laws and ordinances; and
 - d. providing false, misleading, or inaccurate information to the City.
2. Permits are not transferable.
3. Mobile Food Vendor permits expire on October 31 of each year.
4. Permit fees will not be prorated.

E) Permit Revocation and Appeal.

1. The City Manager or City Manager's designee may revoke a permit issued under this ordinance by a Mobile Food Vendor if the permit holder or the permit holder's employee:
 - a. commits critical or repeated violations of applicable law; or
 - b. knowingly provides false information on an application; or
 - c. interferes with the Health Authority in the performance of the Health Authority's duties; or
 - d. if a permitted establishment under this Article changes ownership and there are violations that must be corrected to meet applicable standards.
2. Before revoking a permit, the City shall provide the permit holder or person in charge with written notice of the pending permit revocation.

The written notice shall include:

- a. the reason(s) the permit is subject to revocation; and

b. if applicable:

1. the date on which the permit is scheduled to be revoked; and
 2. a statement that the permit will be revoked on the scheduled date unless the permit holder files a written request for a meeting with the city no later than the tenth (10th) day after the date the notice is served.
3. The applicant may appeal the revocation of a permit by submitting a written request for appeal along with any evidence supporting the appeal to the City Secretary ~~Board of Appeals~~ within ten (10) days of receiving the notice of revocation. The City Council will make a decision within a reasonable time of receipt of the appeal, but no later than thirty (30) days after receipt. The City Council's decision shall be final.

F) Inspections.

1. The City may inspect a Mobile Food Vendor during regular business hours and at other reasonable times to determine compliance with this ordinance.
2. After conducting an inspection, the City shall inform the Mobile Food Vendor of the findings.
3. If a violation is found, the City shall:
 - a. close the unit; or
 - b. prescribe a reasonable time period for correction of violations. Re-inspections at prescribed time intervals will be conducted to determine whether required corrections have been made.

G) Penalty.

A violation of this ordinance is considered a violation pertaining to fire safety, zoning, public health and/or sanitation and is punishable by a fine not to exceed two thousand dollars (\$2,000.00). in accordance with City Code Section 10.

SECTION 6: REPEALER: In the case of any conflict between the other provisions of this ordinance and any existing ordinance of the City, the provisions of this ordinance will control.

SECTION 7: SEVERABILITY: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this ordinance that can be given effect without the invalid provision.

SECTION 8: ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 9: EFFECTIVE DATE: This ordinance shall be effective on _____.

SECTION 10: PROPER NOTICE & MEETING: It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

APPROVED: this _____ day of _____, 20____.

Brad Hyman, Mayor

ATTEST:

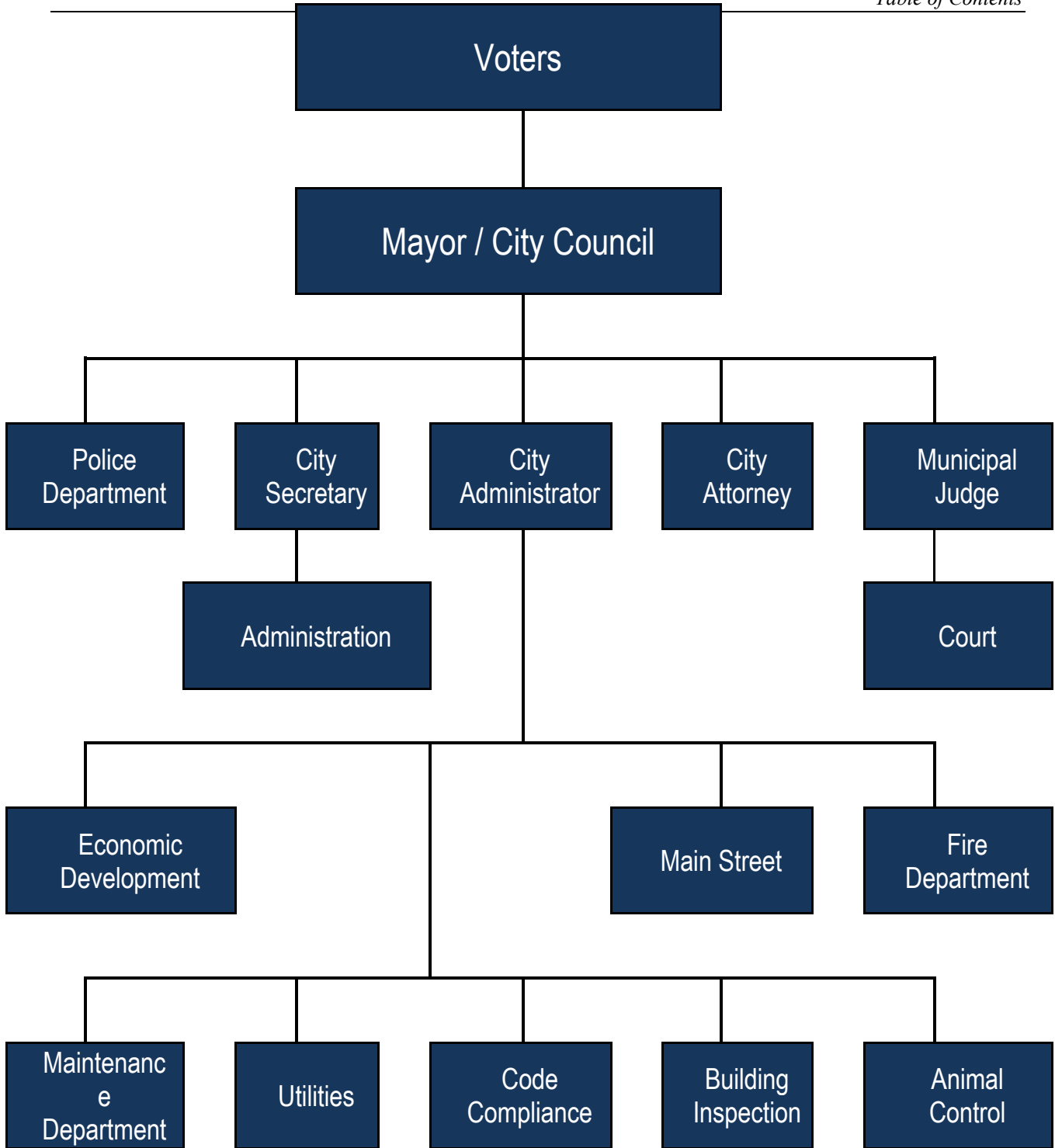
Kathy Lovier, City Secretary

**PERSONNEL
POLICIES
OF THE**

**CITY OF
MOUNT
VERNON,
TEXAS**

Organizational Chart

Table of Contents



NOTICE TO EMPLOYEES

The City of Mount Vernon operates under the legal doctrine of **“employment-at-will”** and, within requirements of state and federal law regarding employment, can dismiss an employee at any time, with or without notice, for any reason not in conflict with state or federal laws. The city will attempt to ensure that employee dismissals are not made in an arbitrary or capricious manner; however, these personnel policies do not constitute or imply a contract, agreement, promise, or guarantee of employment or of continued employment. The city has the right to change these policies at any time, without prior notice to employees.

Each reference in these policies to the city means the City of Mount Vernon, Texas.

CITY OF MOUNT VERNON PERSONNEL POLICIES TABLE OF CONTENTS

WELCOME TO THE CHALLENGE OF PUBLIC SERVICE vi

MOUNT VERNON'S GOVERNMENTAL ORGANIZATION..... vii

1.00 GENERAL POLICIES 1

- 1.01 Authority..... 1
- 1.02 Severability 1
- 1.03 Responsibility for Implementation of Personnel Policies 1
- 1.04 Purpose of Personnel Policies..... 1
- 1.05 Applicability of Personnel Policies 2
- 1.06 Dissemination of Personnel Policies 2
- 1.07 At Will Employment 2
- 1.08 Equal Employment Opportunity 2
- 1.09 Affirmative Action 3
- 1.10 Sexual Harassment 3
- 1.11 Persons with Disabilities 5
- 1.12 Changes to These Policies and Employee Suggestions 6

2.00 EMPLOYEE RESPONSIBILITIES..... 7

- 2.01 General Employee Responsibilities..... 7
- 2.02 Professional Appearance 7
- 2.03 Uniforms 7
- 2.04 Timeliness..... 7
- 2.05 Outside Activities..... 8
- 2.06 Gifts and Gratuities 9
- 2.07 Conflict of Interest 9
- 2.08 Political Activity 10
- 2.09 Communication..... 10
- 2.10 Chain of Command 11
- 2.11 Solicitation of Funds for City Projects 11
- 2.12 Employee Fundraising..... 11
- 2.13 Smoking/Tobacco 12
- 2.14 Use of Electronic Devices 12
- 2.15 Use of City Computers, Internet Access, and Electronic Mail..... 12
- 2.16 Purchasing..... 13
- 2.17 Firearms..... 19
- 2.18 Social Media Policy..... 19
- 2.19 Complaints..... 22

3.00 EMPLOYMENT PRACTICES 24

3.01	Methods of Recruitment and Selection	24
3.02	Public Announcements.....	24
3.03	Qualifications	25
3.04	Selection	25
3.05	Residency Requirement/Response Time.....	25
3.06	Age Requirements.....	25
3.07	Application for Employment	26
3.08	Employment of Relatives (Nepotism).....	26
3.09	Testing	29
3.10	Drug Testing	29
3.11	Physical Standards	29
3.12	Medical Records	30
3.13	Verification of Eligibility to Work.....	30
3.14	Driving Record.....	30
3.15	Disqualification.....	31
3.16	Prior Service with City	31
3.17	Placement on City Payroll	32
3.18	Orientation and Training	32
3.19	Probation Non-Civil Service.....	33
3.20	Probationary Period.....	33
3.21	Status.....	33
3.22	Termination.....	33
4.00	TYPES OF EMPLOYMENT	34
4.01	Categories of Employment.....	34
5.00	EMPLOYEE COMPENSATION AND ADVANCEMENT	36
5.01	Pay.....	36
5.02	Paydays.....	36
5.03	Check Delivery	36
5.04	Payroll Deductions	36
5.05	Merit Increases.....	37
5.06	Promotions.....	38
5.07	Lateral Transfers	38
5.08	Demotions.....	38
5.09	Pay Reduction for Disciplinary Reasons.....	38
5.10	Approving Authority	39
5.11	Longevity Pay	
Policy.....		39
5.12	Certification/License Pay.....	39
6.00	WORK SCHEDULE AND TIME REPORTING	40
6.01	Hours Worked	40
6.02	Work Period	40

6.03	Overtime Worked.....	41
6.04	Exemptions from FLSA (Overtime Compensation)	42
6.05	Overtime Compensation.....	42
6.06	Holidays Worked.....	43
6.07	Time Reported.....	43
6.08	On Call Time.....	43
6.09	Office Closings in Emergencies	44
7.00	BENEFITS	45
7.01	Medical and Life Insurance.....	45
7.02	Social Security	45
7.03	Retirement.....	45
7.04	Workers' Compensation.....	46
7.05	Unemployment Insurance	46
7.06	Severance Pay.....	46
7.07	Leave Time.....	46
8.00	LEAVE TIME	47
8.01	Definitions.....	47
8.02	Approval of Leave.....	47
8.03	Vacation Leave.....	47
8.04	Sick Leave.....	48
8.05	Military Leave.....	50
8.06	Civil Leave.....	50
8.07	Funeral Leave.....	51
8.08	Administrative Leave of Absence.....	51
8.09	Injury Leave	52
8.10	Temporary Disability Leave.....	52
8.11	Using Leave in Combination.....	52
8.12	Personal days.....	53
8.13	Sick Pool Leave.....	53
8.14	Flexible Work Place.....	54
8.15	Mental Health Leave (police department).....	55
9.00	HOLIDAYS	55
9.01	General Policy	56
9.02	Work During Holidays	57
9.03	Holidays Falling on Non-Workdays	57
9.04	Holiday During Vacation	57
10.00	HEALTH AND SAFETY.....	57
10.01	Safety Policy	57
10.02	Employee Responsibilities and Reports	57

10.03	Employee Suggestions	57
10.04	On-the-Job Injuries.....	58
11.00	DRUG AND ALCOHOL ABUSE	64
11.01	Drug-Free Workplace.....	65
11.02	Purpose of Drug Testing Program.....	65
11.03	General Policy	65
11.04	Drug and Alcohol Tests.....	66
11.05	Searches.....	67
12.00	USE OF AND ACCOUNTABILITY FOR CITY EQUIPMENT AND PROPERTY	68
12.01	General Policy on City Equipment and Property	68
12.02	Use of Tools, Equipment, Property and Vehicles	68
12.03	Valid Driver’s License	69
12.04	Vehicle Insurance.....	69
12.05	Accident Reporting	69
13.00	DISCIPLINE.....	70
13.01	General	70
13.02	Progressive Discipline.....	71
13.03	Suspension Following Indictment.....	72
14.00	SEPARATIONS	73
14.01	Types of Separations	73
14.02	Resignation.....	73
14.03	Abandonment of Position.....	73
14.04	Retirement.....	75
14.05	Reduction in Force	75
14.06	Dismissal	75
14.07	Disability	75
14.08	Death	75
14.09	Exit Interviews and Records	75
14.10	Continuation of Group Insurance.....	76
14.11	Calculation of Termination Pay	78
15.00	GRIEVANCES	79
15.01	Policy.....	79
15.02	Final Authority	79
15.03	Procedure.....	79
16.00	JOB (CLASS) DESCRIPTIONS AND PERFORMANCE EVALUATIONS	82
16.01	Job Descriptions	82

16.02	Distribution	82
16.03	Requests for Clarification.....	82
16.04	Employee Performance Evaluation.....	82
16.05	Responsibility of Administrator/Supervisor.....	82
16.06	Responsibility of Employee.....	83
17.00	PERSONNEL FILES.....	84
17.01	General	84
17.02	Personnel Action Form.....	84
17.03	Contents of Personnel Files.....	85
17.04	Leave Records	85
18.00	PROFESSIONAL DEVELOPMENT	86
18.01	General Policy	86
18.02	Required Attendance at Seminars and Conferences.....	86
18.03	Professional Memberships and Seminars.....	86
19.00	TRAVEL/EXPENSE REIMBURSEMENT.....	87
19.01	General Travel/Expense Reimbursement Policy.....	87
19.02	Out-of-City Travel.....	87
19.03	Allowance for Meals	87
19.04	Other Expenses.....	88
19.05	Personal Vehicle.....	88
19.06	Expense Report	88
19.07	Exceptions	88
19.08	Prohibited Expenditures	89

WELCOME TO THE CHALLENGE OF PUBLIC SERVICE

The City of Mount Vernon is glad to have you on the team of public servants that make up City of Mount Vernon's government. From elected officials to temporary employees, our job is to serve our fellow neighbors. As a city employee, you have a responsibility to the citizens of the city. How well you do your work and how you conduct yourself on the job are subject to public approval. Your contact with citizens will often be the only basis on which the city's government is judged. Therefore, our objective is to provide the best possible service to the citizens in an efficient, fair, and courteous manner.

This Personnel Policies Manual is intended to provide guidance on how we work as a team to provide that public service. Whether you are a new or experienced employee, this manual will give you facts about the city, how it works, and the policies that govern us as employees.

The personnel policies and procedures of the City of Mount Vernon are adopted by the city council, are subject to regular review, and may be updated or changed from time to time.

Each department may have additional policies governing its employees. Be sure to check with your supervisor or department head to see which additional policies, if any, are applicable to you. If you need more details on the citywide policies and procedures, please consult the city administrator's office.

Sincerely,

The Mayor and the City Council of the
City of Mount Vernon

MOUNT VERNON'S GOVERNMENTAL ORGANIZATION

The City of Mount Vernon operates as a General Law City that has adopted the council-mayor form of government under the laws of the State of Texas. The city is governed by the city council, which is composed of five council members and a mayor elected for staggered two-year terms. The mayor is the presiding officer of the city council and may vote only in the event of a tie. The city council acts primarily through the passage of local laws, called ordinances, which establish rules governing the actions of citizens and the work of city employees.

The City established the office of the city administrator and delegates to the city administrator the duties and powers necessary for the efficient day-to-day administration of the city's affairs. All city employees and supervisors answer to the city administrator except those appointed by the council.

The City of Mount Vernon provides services to the public, which include roads and streets; police and fire protection; building inspection; water supply; sewage treatment; city parks and control of stray animals; and any other services authorized by the city council. In addition, city employees are involved in economic development, planning and zoning activities; performing judicial functions in the municipal court; assessing and collecting municipal fees for utility and other city services; and providing staff support and legal advice to the city council and to any other officially appointed citizen groups.

We hope that you, as an employee, will learn as much as you can about all of these services and activities so that you can coordinate your work effectively with that of other city employees and so that you can answer questions from the public.

CITY OF MOUNT VERNON PERSONNEL POLICIES AND PROCEDURES MANUAL

1.00 GENERAL POLICIES

1.01 AUTHORITY

These policies are established by the city council, and any deletions, amendments, revisions, or additions to the policies must be approved by the council. These policies completely replace and supersede any and all personnel policies previously adopted, individually or as a set of policies, by the city council.

In addition to these personnel policies, department heads may establish departmental rules and regulations that relate specifically to their departments, as long as they do not conflict with these policies. Departmental rules are important and employees must comply with them. If there is a conflict between a departmental rule or policy and these policies or any future amendments to these policies, the terms of these policies, as amended, will prevail. Additionally, departmental rules and regulations must be approved by the city administrator.

1.02 SEVERABILITY

The provisions of these policies are severable, and if any provision or part of a provision is held invalid, illegal, or unenforceable, this shall not affect the validity of the remaining provisions or parts of provisions, which shall remain in force and effect.

1.03 RESPONSIBILITY FOR IMPLEMENTATION OF PERSONNEL POLICIES

The city administrator is ultimately responsible for the administration of the personnel policies and procedures. The city administrator is responsible for the day to day administration of these policies and procedures.

With the exception of matters of appointments and any other personnel actions reserved to the city council by statute or ordinance, final authority on appointments and personnel decisions is reserved to the city council. The city council appoints and may remove the city administrator, city attorney, municipal judge, police chief, city health officer and city secretary. Department directors, referred to in these policies as department heads, are appointed by the city administrator with the consent of the mayor and city council.

1.04 PURPOSE OF PERSONNEL POLICIES

These policies set forth the primary rules governing employment with the city. The policies contained here inform employees of the benefits and obligations of employment with the city. They have been prepared and adopted in order to promote consistent, equitable, and effective practices by both employees and supervisors which will result in high quality public service to the citizens of the city.

1.05 APPLICABILITY OF PERSONNEL POLICIES

These personnel policies and procedures apply equally to all employees of the city unless a class of employees is specifically exempted. The following are not employees covered by the terms of these policies: city attorney, municipal judge, (unless he or she is an employee of the city), city health officer and incarcerated persons performing community service work for the city in lieu of jail time.

In cases where federal or state laws or regulations supersede local policy for specific groups of employees, such laws or regulations will substitute for these personnel policies only insofar as necessary to comply.

1.06 DISSEMINATION OF PERSONNEL POLICIES

The city administrator maintains the official set of the personnel policies, with all revisions, for reference by employees, and is responsible for providing a complete copy of this manual and copies of all subsequent revisions or policy changes to each employee. If a question arises about a particular policy, the official set of policies in the city administrator's office should be consulted and will control.

As a part of the initial orientation process, payroll personnel will provide a copy of the *Personnel Policies and Procedures Manual* to new employees. This copy is the employee's to keep. Upon receipt of the personnel policies and before beginning work on the job, each employee is required to sign an acknowledgment that he or she has received a copy of the *Personnel Policies and Procedures Manual* and understands that he or she is responsible for knowing the contents. The signed acknowledgment is filed in the employee's official personnel file in the city secretary's office.

1.07 AT WILL EMPLOYMENT

The City of Mount Vernon operates under the legal doctrine of "employment-at-will" and, within the requirements of state and federal laws regarding employment; the city may dismiss an employee at any time, with or without notice, for any reason.

Texas law allows the city to maintain this "at will" employment relationship with its employees. This means that either the employee or the city can decide that the employee will leave the job without either party having to give a reason. State and federal law does require that the city not act in a discriminatory or retaliatory way in dismissing an employee.

1.08 EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City of Mount Vernon to prohibit discrimination against any person in job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, or any other aspect of personnel administration based on race, age, sex, religion, color, disability, or national origin.

An employee will not engage in conduct at work that involves the use of racial or ethnic joking or derogatory remarks. Reports of such conduct will be investigated, and disciplinary action will be taken, if appropriate.

The city prohibits retaliation or discrimination against any employee for opposing an unlawful or discriminatory employment practice, or for alleging such a practice or participating in an investigation of an allegation of discrimination.

(Legal reference: U.S. Civil Rights Acts of 1871 and 1964, as amended; V.T.C.A. Civil Practices and Remedies Code, Chapter 106; Texas Commission on Human Rights Act, V.T.C.A. Government Code, Sec. 461; V.T.C.A. Labor Code, Chapters 21-22; U.S. Age Discrimination in Employment Act of 1967, as amended; U.S. Rehabilitation Act of 1973, as amended; U.S. Americans with Disabilities Act of 1990; U.S. Executive Order 11246; U.S. Equal Pay Act; V.T.C.A. Health and Safety Code, Chapters 592.)

1.09 AFFIRMATIVE ACTION

The City of Mount Vernon will take affirmative action to see that applicants are employed, and employees are treated during their employment, without discrimination based on race, color, disability, religion, sex, national origin, age, or political affiliation or belief. In addition, the city will seek actively to include qualified members of minority, disabled, and Vietnam-era veteran groups in applicant pools. *(Legal reference: U.S. Executive Order 11246; U.S. Rehabilitation Act of 1973, Section 503; U.S. Vietnam Era Veterans' Readjustment Assistance Act of 1974, Section 2012, codified as Title 38, U.S.C. Chapter 42, Sections 2011, et seq.)*

1.10 SEXUAL HARASSMENT

It is the policy of the city to provide and maintain a work environment which is free of sexual harassment, sexual exploitation, and intimidation. The City of Mount Vernon has a "zero tolerance" policy regarding sexual harassment; sexual harassment will not be tolerated by the city. All employees are expected to comply with this policy; failure to do so will result in disciplinary action up to and including discharge. A copy of the city's sexual harassment policy will be posted at all city facility locations.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting that person, or (3) such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

It is illegal and against city policy for any worker – male or female – to harass another worker or create a hostile working environment by committing or encouraging:

- Physical assaults on another employee, including rape, sexual battery, molestation, or attempts to commit these assaults;
- Intentional physical conduct that is sexual in nature, including touching, pinching, patting, or brushing up against another employee's body;
- Unwanted sexual advances, propositions, or sexual comments, including sexual gestures, jokes, or comments made in the presence of an employee who has indicated that such conduct is unwelcome; and
- Posting or displaying pictures, posters, calendars, graffiti, objects, or other materials that are sexual in nature or pornographic.

The creation of an intimidating, hostile, or offensive working environment includes such actions as persistent sexual comments or the display of obscene or sexually oriented photographs or drawings. However, conduct or actions that arise out of a personal or social relationship and are not intended to have a discriminatory employment effect might not be viewed as harassment. The city will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

If an employee is either subjected to or witnesses sexual harassment, he or she should immediately notify his or her immediate supervisor or the director of finance. If the employee's immediate supervisor is the source of the alleged harassment, the employee should report the problem to the supervisor's supervisor or to the city administrator.

The city's grievance procedure (see **Grievances**) provides procedures for reporting alleged sexual harassment. The city will investigate such reports immediately. Supervisors should not disregard any complaint of sexual harassment. As soon as an employee reports an incident to you, you are responsible for reporting it to the city administrator (even if the employee does not want you to say or do anything about it). The city administrator will:

- Get both sides of the story. The person accused of discrimination or sexual harassment will be advised of the allegations and given the chance to respond.
- Keep records of the investigation. Documentation must be kept of all phases of the investigation, from the initial complaint to any written warning or action taken.
- Attempt to resolve the complaint. The city administrator will present findings and recommendations to the appropriate parties.

- Maintain confidentiality and privacy to the extent possible. All aspects of the investigation are confidential. Once the supervisor has contacted the city administrator, any discussion regarding this issue should be limited to those directly involved in the investigation.

No employee will be subject to any form of retaliation or discipline for pursuing a sexual harassment complaint.

To emphasize the importance of this policy and ensure every employee's understanding, the city requires each employee to sign a statement acknowledging receipt and understanding of this policy. The signed acknowledgement is kept in the employee's personnel file.

(Legal reference: Title VII of the U.S. Civil Rights Act, Section 703, as interpreted by EEOC: Sex Discrimination Guidelines, Section 1604.11; Meritor Savings Bank v. Vinson, U.S. Supreme Court, 1986.)

1.11 PERSONS WITH DISABILITIES

It is the policy of the city to make its employment application process, employee activities, working environment, employee benefits, employee training, and employee advancement process accessible to persons with disabilities and to make reasonable accommodations to a qualified individual with a disability who is an applicant or employee, unless that accommodation will place an undue hardship on city finances or operations. In this section, a person with a disability is defined as a person who

1. Is presently disabled;
2. Has been disabled in the past; or
3. Is perceived to be disabled.

It is also illegal, and against city policy, to discriminate against a person because of his or her relationship or association with an individual with a known disability.

The Americans with Disabilities Act (ADA) defines disability as:

1. A physical or mental impairment which substantially limits one or more of a person's major life activities;
2. A record of such an impairment; or
3. Being regarded as having such impairment.

Conditions that is medically correctable, such that they do not substantially limit a major life function, may be found not to be a disability.

Persons with disabilities must be provided equal access to the hiring process. Persons with disabilities who perform the essential functions of their job must be provided equal access to promotion, training, and other benefit opportunities. No person will be subject to any form of retaliation for pursuing a complaint based on disability-related discrimination.

(Legal Reference: U.S. Americans with Disabilities Act of 1990.)

1.12 CHANGES TO THESE POLICIES AND EMPLOYEE SUGGESTIONS

These personnel policies may be amended or revised or new policies may be added, at any time, with or without notice, upon the approval of the city council. In addition, the city administrator and city attorney may conduct a review of the policies contained in this manual and submit any necessary or recommended changes to the city council for approval.

Employees are encouraged to make constructive suggestions for improvements to these policies or to work procedures or conditions. Any employee who wishes to suggest a personnel policy change should submit his or her suggestion(s) in writing to his or her supervisor for consideration. Employees are responsible for maintaining current knowledge and understanding of all personnel policy changes and for requesting clarification or assistance when needed.

Department heads and employees are provided copies of changes to these personnel policies by the city administrator as soon as practicable.

2.00 EMPLOYEE RESPONSIBILITIES

2.01 GENERAL EMPLOYEE RESPONSIBILITIES

The city is a public tax-supported organization. Its employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct.

Employees are required to give a full day's work, to carry out efficiently the work items assigned as their responsibility, to maintain honest conduct, and to do their part in maintaining good relationships with the public, their supervisors, city officials, and their fellow employees.

2.02 PROFESSIONAL APPEARANCE

Employees of the city are hired to provide services to the city's citizens and to perform specific tasks in a professional manner. As representatives of the city, employees are encouraged to set and meet high standards both in performing quality work and in presenting a professional personal image to the public. While the city does not have a formal dress code, employees are expected to exercise regular hygiene care and to dress and groom themselves in a neat and tasteful manner, which is appropriate to the particular job being performed. Expensive clothes are not necessary, but a neat, well-groomed appearance and a courteous attitude are necessary in creating and maintaining a professional, favorable image of the city's work force. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for time away from work.

2.03 UNIFORMS

In most departments, all employees are required to wear uniforms, which are furnished by the city.

The city has provided uniforms for all field maintenance personnel and supervisory level. Each employee will be uniformed in a standard issue for that particular department and must be dressed in uniform before reporting for work each day. In all cases, employees must keep their uniforms neat and clean.

2.04 TIMELINESS

Employees are to be punctual in reporting for work, keeping appointments, and meeting schedules for completion of work.

An employee who expects to be late for or absent from work must report the expected tardiness or absence to his or her supervisor **within 15 minutes** after the time he or she is expected to begin work, as a general rule, unless emergency conditions exist. Advance notification requirements may vary from department to department, depending upon the nature of the work and the need to secure substitute employees to carry on critical city functions.

Failure to report within the required period can be considered justification for disallowing paid sick leave for an absence. Unless otherwise approved by the supervisor, employees are expected to call on each day of absence. Where the nature of the absence necessitates an extended period of time off, the supervisor may approve longer reporting intervals. Frequent tardiness or unexcused absence is not permissible and will result in disciplinary action up to and including termination.

In cases where an absence is known in advance, the employee must receive written approval from his or her department head at least 24 hours in advance of the anticipated leave. See the **Leave Time** section of these policies for matters involving planned absences.

2.05 OUTSIDE ACTIVITIES

To protect the city from potential liabilities, employees may not engage in any outside employment, activity, or enterprise determined by the city administrator (1) to be inconsistent or incompatible with employment with the city; or (2) to affect the employee's job performance adversely. Examples of outside activities that may conflict with city employment include construction or installation that may be inspected or regulated by the employee's city department, employment by a major contractor of the city, or employment that results in fatigue while on city duty.

In order to avoid conflicts of interest and potential liability on the part of the city, an employee must have the advance written approval of his or her department head to engage in any outside employment, including self-employment. The approval of both the department head and the city administrator is required. In addition, when an employee's approved outside employment ceases, the employee must notify his or her department head, who must in turn notify the city administrator.

If a city employee is injured on the job in the course of employment outside of his or her employment with the city, the employee may not file a workers' compensation claim against the city for benefits related to the injury, regardless of the fact that the city administrator may have determined that the outside employment satisfied the city's prerequisites.

The city accepts no liability for any action, failure to act, injury to self or others, property damage, or any other damage resulting from outside employment by a city employee.

2.06 GIFTS AND GRATUITIES

A city officer or employee may not accept any gift or free services from contractors, vendors, or other persons that might tend to influence his or her official actions or impair his or her independence or judgment in performance of duties for the city. In addition, the city expects an employee or officer to refuse any gift, food, entertainment, honoraria, transportation, or lodging that might appear to or tend to affect his or her official actions. The city further expects employees to refuse any gift, food, entertainment, honoraria, transportation, or lodging that exceeds the \$50 limitation on gifts and benefits prescribed by the Texas Penal Code. See the **Conflict of Interest** section that follows. (*Legal reference: V.T.C.A., Local Government Code, Chapter 171; V.T.C.A. Penal Code, Chapter 36*).

2.07 CONFLICT OF INTEREST

An employee of the city shall neither have financial interests, direct or indirect, in any contract with the city, nor be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service.

An officer or employee of the city may not:

1. Solicit or accept or agree to accept a financial benefit, other than from the city, that might reasonably tend to influence his or her performance of duties for the city or that he or she knows or should know is offered with intent to influence the employee's performance;
2. Accept employment or compensation that might reasonably induce him or her to disclose confidential information acquired in the performance of official duties;
3. Accept outside employment or compensation that might reasonably tend to impair independence of judgment in performance of duties for the city;
4. Make any personal investment that might reasonably be expected to create a substantial conflict between the officer's or employee's private interest and duties for the city; or
5. Solicit or accept or agree to accept a financial benefit from another person in exchange for having performed duties as a city employee in favor of that person.

(*Legal reference: V.T.C.A., Local Government Code, Chapter 171; V.T.C.A. Penal Code, Chapter 36*).

2.08 POLITICAL ACTIVITY

Employees of the city are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. A city employee may not:

1. Use his or her official authority or influence to interfere with or affect the result of an election or nomination for office; or
2. Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose; or
3. Be a candidate for election to the City of Mount Vernon City Council.

In addition, any city employee who is subject to the provisions of the federal Hatch Act may not be a candidate for elective office in a partisan election. (A partisan election is an election in which candidates are to be nominated or elected to represent a party whose candidates for presidential electors received votes in the last preceding election at which presidential electors were selected.) City employees are subject to this additional Hatch Act restriction if their principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the federal government.

All city employees are prohibited from participating in any way in any political activity while on duty or while wearing a city uniform.

In addition, no city owned property, vehicle, building, and/or office used exclusively for conducting the city's business may be used for conducting any political activity, except for the conduct of official elections. This paragraph shall not in any way limit an employee's right as a citizen to address the city council.

An employee's political activity, not in violation of this section, shall not be considered in determining his or her compensation, eligibility for promotion or demotion, work assignment, leave or travel request, or in applying any other employment practices to the employee. Likewise, no employee will be disciplined, terminated, or deprived of his or her employment rights for refusing to participate in such activities.

(Legal reference: V.T.C.A., Penal Code, Sec 36.03; U.S. Hatch Act of 1940, as amended.)

2.09 COMMUNICATION

Matters that involve city policy, operations, and organization are brought before the city council by the city administrator, or by a person designated to do so by the city administrator.

An employee may request that a matter be considered by the city council by submitting the item in writing to his or her department head who will forward the communication to

the city administrator. Final decisions as to what is to be brought forward to the council from the staff are determined by the city administrator.

Communication with the public and the media about city issues or problems is the responsibility of the city council and the city administrator. Employees are to refer the public and the media to the city administrator if a question is non-routine, controversial, or outside of the scope of the employee's normal duties.

Employees may, from time to time, be given directions from persons other than their immediate supervisor. In such cases, other than emergency situations, the department head desiring to utilize an employee from another department must notify the employee's department head about the directive, its purpose, and the relevant facts of the situation, and the employee's department head must authorize the work. Failure to do so in a timely manner may result in disciplinary action.

Except for the purpose of inquiries and investigations specifically authorized under the city ordinance, the council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city administrator solely through the manager. Neither the council nor any of its members shall give directions or orders to any city officer or employee, either publicly or privately, unless specifically authorized in city ordinance. Employee contact with members of the city council is limited during working hours to that authorized by the employee's supervisor. However, this shall in no way limit an employee's rights as a citizen to contact a member of the city council during non-working hours.

2.10 CHAIN OF COMMAND

Individual city employees are responsible to the department head or city administrator or to a supervisor designated by the department head or city administrator. Department heads are responsible to the city administrator. The city administrator is responsible to the city council as a whole. Directions regarding work to be done, expected results, and the adequacy of work performance will follow the chain of command. In the absence of the city administrator the city secretary assumes responsibilities until his/her return.

2.11 SOLICITATION OF FUNDS FOR CITY PROJECTS

At times, projects may be undertaken whereby funds are solicited from private citizens, businesses, and organizations on behalf of the city. Before any solicitation of funds begins, the department head must notify and receive the approval of the city council. Participation on the part of any city employee in a fund-raising effort on behalf of the city is strictly voluntary.

2.12 EMPLOYEE FUNDRAISING

City employees are free to engage in fundraising efforts for outside organizations of the employee's choice, but the solicitations shall be made during the employee's non-working hours. (Nonworking hours include lunch periods, work breaks, or any other

period in which the employee is not on duty.) The employee must not represent himself or herself as a city employee or wear a city uniform when engaged in non-city-sponsored fundraising.

2.13 SMOKING/TOBACCO/VAPING PRODUCTS

Any use of tobacco or nicotine products are prohibited in any building and vehicle owned or leased by the City of Mount Vernon.

2.14 USE OF ELECTRONIC DEVICES

City telephones, including mobile and cellular telephones, pagers, and fax machines, are to be used for city business. There is no expectation of privacy for an employee using these systems.

Occasional use of local telephone service for personal communications is permissible if the length and number of such communications are kept to a minimum and if there is no charge to the city for a metered service.

Long Distance. City employees may not place personal long-distance telephone calls on city telephone equipment unless the charges will be billed directly by the telephone company to the individual's personal account. A call to notify family of city requirements to work unscheduled overtime is a city business call. If an emergency long distance call is made on a city telephone, the employee must reimburse the city for the call.

Personal Use. Cellular telephones or pagers are furnished to certain employees in connection with their job duties. Employees need to limit personal use of their city cellular telephones and pagers in the same way they need to limit use of their city office telephones. Employees who have excessive cellular or pager usage for personal calls will be subject to disciplinary action, up to and including termination.

Use of city communications systems, including telephones and fax machines, for sending or receiving offensive or harassing statements, sexually oriented materials, illegal transactions, or private business transactions is prohibited.

2.15 USE OF CITY COMPUTERS, INTERNET ACCESS, AND ELECTRONIC MAIL

City computer systems, including Internet access and electronic mail systems are to be used for city business. Occasional use of electronic mail for personal communications is permissible if the length and number of such communications are kept to a minimum. However, because all computer systems are city property, there is **no expectation of privacy** for an employee using these systems.

Unacceptable Uses of the Internet and City E-Mail. City e-mail systems and Internet access may not be used for transmitting, retrieving, or storing any communications, images, or other content of a discriminatory or harassing nature or any materials that are obscene, nude or personal photographs or X-rated pictures or photographs. Harassment of any kind is prohibited. (See Policy on **Sexual Harassment**). No messages with

derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, or sexual orientation may be transmitted or forwarded using the city system. No abusive, profane, or offensive language may be transmitted through the city's e-mail or Internet system. The city's harassment policy applies in full to e-mail and Internet use. Employees do not have a personal privacy right regarding any matter created, received, stored, or sent from or on the city's e-mail or Internet system or computers.

The city e-mail and Internet system may not be used for any purpose that is illegal, against city policy, or contrary to the city's best interest. Solicitation of non-city business or any use of the city e-mail or Internet system for personal gain is prohibited.

City employees should keep in mind that even when an e-mail or voice mail message has been deleted from a location, it is still possible to retrieve that message.

Rules for Electronic Communication. Each employee is responsible for the content of all text, audio, or images that he or she accesses, places, or sends over the city's e-mail or Internet system (including bulletin boards, online services, or Internet sites). Employees must include their name in all messages communicated on the city's e-mail or Internet system.

If any employee receives unsolicited e-mail from outside the city that appears to violate this policy, the employee should notify his or her supervisor immediately. Similarly, if any employee accidentally accesses an inappropriate web site in the normal course of business, the employee should notify his or her supervisor immediately.

System Security. The city reserves the right to routinely monitor how employees use e-mail and the Internet. The city may monitor to measure cost analysis/allocation and the management of the city's gateway to the Internet. All messages created, sent or received over the city's e-mail or Internet system are the city's property and should **not** be considered private information.

Violations. Any employee who violates these rules or otherwise abuses the privilege of the city's e-mail or Internet system will be subject to disciplinary action up to and including termination. If necessary, the city also reserves the right to advise appropriate officials of any illegal activities.

2.16 PURCHASING

Purchases by city employees will be made only as authorized by the city administrator and must be made in accordance with state purchasing laws as they apply to cities. All purchases must be accompanied by a city purchase order. Department heads must approve all purchases as it applies to the Budget. All receipts for said purchases need to be turned into accounts payable within five working days. Any missing receipts will

require an affidavit of missing receipt to be filled out and remitted in place of said receipt.

STATEMENT OF GENERAL POLICY

It is the policy of the City of Mount Vernon that all purchasing shall be conducted strictly on the basis of economic and business merit, while meeting all legal requirements. This policy is intended to promote the best interest of the citizens of the City of Mount Vernon, Texas.

It is important to remember that city purchasing operates in full view of the public. In order to assure an open purchasing process and economy in purchasing, the Mount Vernon City Council has determined that competitive bidding will be used as much as possible in the purchase of goods and services for the City.

CITY OF MOUNT VERNON PURCHASING POLICY

GOVERNING AUTHORITY

The primary governing authority for the City of Mount Vernon's Purchasing Policy shall be the Local Government Code Chapter 252, "*Purchasing and Contracting Authority of Municipalities.*" All procurement activity shall be governed by this Purchasing Policy, in accordance with applicable state and local government codes. The Mayor and Council may from time to time review the Purchasing Policy and any changes made to the Policy shall be recorded and updated.

All powers of the City vest in the City Council. Authority for purchasing of goods and services is delegated to the City Administrator provided the purchase does not exceed \$50,000. The City Administrator's authority may be delegated to other staff, subject to the requirements of this policy and adopted purchasing procedures.

To ensure proper oversight, all purchases and requisitions in excess of \$10,000 will be reported to Council monthly. The report will include the vendor, purpose, amount, and source of funds for the expenditure.

PURPOSE AND OBJECTIVES

The Purchasing Policy applies to the procurement activities of the City of Mount Vernon. All procurement activities for the City shall be administered in accordance with the provisions of this policy, with the express intent to promote open and fair conduct in all aspects of the procurement process.

The Purchasing Division is responsible for ensuring that City departments comply with federal, state and local statutes regulating competitive sealed bids, competitive sealed proposals, professional services, high technology purchases, cooperative purchases, and emergency and sole-source purchases. The Purchasing Division solicits for all competitive procurements as required by law, evaluates bids and proposals, and with the user department makes recommendations to the Mayor and City Council for awarding of contracts.

CODE OF ETHICS

By participating in the procurement process, employees of the City of Mount Vernon agree to:

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
- Demonstrate loyalty to the City of Mount Vernon by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.

- Refrain from any private business or professional activity that would create a conflict between personal interests and the interest of the City of Mount Vernon.
- Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence purchasing decisions.
- Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether as payment for services or not; and never accept for himself or herself or for family members, favors or benefits under circumstance which might be construed by reasonable persons as influencing the performance of Governmental duties.
- Engage in no business with the City of Mount Vernon, directly or indirectly, which is inconsistent with the conscientious performance of Governmental duties.
- Handle confidential or proprietary information belonging to employer or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Never use any information gained confidentially in the performance of Governmental duties as a means of making private profit.
- Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- Expose corruption and fraud wherever discovered.
- Uphold these principles, ever conscious that public office is a public trust.

COMPETITIVE PURCHASING REQUIREMENTS

Under no circumstances shall multiple requisitions be used in combination to avoid other applicable bidding requirements or City Council approval.

Procedures for Purchases less than \$3,000

The ordering Department selects the vendor, enters a requisition in the automated procurement system. Once a purchase order is issued the ordering division places the order and/or picks up the materials. Purchase under \$3,000 may be made through a purchase order (PO) process.

Procedures for Purchases of \$3,000 to \$25,000

All purchases greater than \$3,000 but less than \$50,000 must be processed in accordance with the following procedure.

- Purchases totaling \$3,000 to \$50,000 will require three or more quotes.
- All quotations received must be in writing from the vendor and available for review by the City Secretary.

Procedures for Purchases \$50,000 or more

The City will be responsible for distribution of all formal quotes over \$50,000.

All requisitions \$50,000 and over will require approval by Council prior to purchase order being issued. Requisitions \$25,000 and over will be taken to Council as a Financial Transaction.

HUB'S

Local Government Code Section 252.0215 "Competitive bidding in relations to Historically Underutilized Business vendors," states that a municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two HUBs on a rotating basis. If the list fails to identify a disadvantaged business in the county in which the City is situated, the City is exempt from this section.

HUB – Certified businesses that are at least 51% owned, operated, and controlled by the qualifying groups which include Asian Pacific Americans, Black Americans, Hispanic Americans, Native Americans and American Women.

Purchases more than \$50,000

1. Except as otherwise exempted by applicable State law, requisitions for item(s) whose aggregate total cost is more than \$50,000 must be processed as a competitive solicitations (e.g. sealed bids, request for proposals, and request for offers.) Texas Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids.

Texas Local Government Code, Section 252.062, states:

A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B Misdemeanor.

A municipal officer or employee commits an offense if the officer or employee intentional or knowingly violates Section 252.021, other than by conduct described in subsection (a). An offense under this subsection is a Class B Misdemeanor.

A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by subsection (a) or (b). An offense under this subsection is a Class C Misdemeanor.

Conviction for any of these offenses may result in immediate removal from office or employment.

Reciprocity

The State of Texas Reciprocity Law¹ provides that the State or political subdivision cannot award contracts or purchases to non-resident bidders having local preference laws in their resident states unless

¹Sec. 2252.002. AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
- (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

Sec. 2252.002. AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

- (1) the state in which the nonresident's principal place of business is located; or
- (2) a state in which the nonresident is a resident manufacturer.

their bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Award of Contract

The City of Mount Vernon shall award contracts based on criteria deemed in the best interest of the City.

Texas Local Government Code, Section 252.043, states, in part:

(a) if the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

(b) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

Disclosure of Information

Access to bidder-declared trade secrets or confidential information shall be in accordance with the Texas Government Code Chapter 552, the Public Information Act, and applicable City policies implementing this chapter.

Texas Local Government Code Chapter 252.049(b) states, in part:

If provided in a RFP, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

Professional Services

Personal and professional services are exempted from the competitive bidding process and are procured through the use of Request for Qualifications (RFQ) documents. The Purchasing Division is available to consult with departments regarding the preparation of information; however, the presentation of technical and qualifications aspects of personal and/or professional services included in the RFQ documents is the sole responsibility of the requesting department.

1. Texas Government Code, Chapter 2254, Subchapter A, Professional Services, states that contracts for the procurement of defined professional services may not be awarded on the basis of competitive bids. Instead, they must be awarded:

- (a) On the basis of demonstrated competence and qualifications to perform the services;
- (b) For a fair and reasonable price;
- (c) Fees are allowed;
- (d) Must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and

Sec. 2252.003. PUBLICATION OF OTHER STATES' LAWS ON CONTRACTS. (a) The comptroller annually shall publish in the Texas Register:

- (1) a list showing each state that regulates the award of a governmental contract to a bidder whose principal place of business is not located in that state; and
 - (2) the citation to and a summary of each state's most recent law or regulation relating to the evaluation of a bid from and award of a contract to a bidder whose principal place of business is not located in that state.
- (b) A governmental entity shall use the information published under this section to evaluate the bid of a nonresident bidder. A governmental entity may rely on information published under this section to meet the requirements of Section 2252.002.

(e) May not exceed any maximum provided by law.

2. Professional Services for the purposes of Government Code Chapter 2254 are defined as those "services within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing, or provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician, including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse.

Automated Information Systems

All requests for computer equipment, software, telecommunications and related services or supplies should be submitted to the Information Technology (IT) Department for review and technical evaluation. IT will review each request for compatibility with other hardware and software and will investigate alternatives.

Recommendations and comments will include but not be limited to:

- Additional costs incurred because of the purchase;
- Compatibility considerations;
- Cost effectiveness of the request; and
- Alternatives that would effectively meet the users' needs.

No purchases for computer related equipment or supplies are allowed without IT approval.

Cooperative Purchases

Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements. Cooperative purchasing can occur through inter-local agreements, state contracts, piggybacking, and joint purchases.

The Purchasing Division shall take advantage of the following types of cooperative purchases when deemed to be in the City's best interest:

- Inter-local Agreement Purchases
- State Contract Purchases
- Piggybacking
- Joint Purchases

Emergency Purchases

Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. When this situation occurs, the department shall contact the Purchasing Division and conduct the procurement of supplies and services in accordance with the Purchasing Manual.

The Legislature exempted certain items from sealed bidding in the Texas Local Government Code Section 252.022(a), including but not limited to:

1. *A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.*
2. *A procurement necessary to preserve or protect the public health or safety of the municipality's residents;*
3. *A procurement necessary because of unforeseen damage to public machinery, equipment or other property.*

Sole Source Purchases

Sole-source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies as defined by local government code.

When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a detailed written justification must be provided to the City in advance for review and approval.

The legislature exempted certain items from sealed bidding in the Vernon's Texas Codes Annotated-Local Government Code Section 252.022 (a) 7, in part: Procurement of items available from only one source, including:

1. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
2. films, manuscripts, or books
3. gas, water and other utility services;
4. captive replacement parts or components for equipment;
5. books, papers, and other library materials for a public library that are available only from the person holding exclusive distribution rights to the materials; and
6. management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

Form 1295

Vendors shall file Form 1295 as required by state law.

2.17 FIREARMS PROHIBITION

No employee, other than a peace officer, is permitted to carry any type of firearm or weapon on his/her person at a City worksite, in any City building, or in any City owned or leased vehicle while conducting City business unless the weapon is in conjunction with the type of City service provided and carrying has been approved by the City Administrator. This section applies to all employees whether or not the person is duly licensed by the State of Texas to carry a concealed handgun.

Employees who hold a handgun license (HL) or who may otherwise lawfully possess a firearm or ammunition may transport or store a firearm or ammunition in a locked, privately owned motor vehicle in a parking lot, garage, or other parking area provided by the City. Employees are responsible for the firearms stored in their vehicle while at work and any resulting incidents.

2.18 SOCIAL MEDIA POLICY

Introduction

Given the multitude of concerns (legal, political, and ethical) raised by social networking this Social Media Policy establishes prudent and acceptable practices regarding City officials and employees use of the internet.

Purpose

The City has a legitimate government interest in effective, efficient, and consistent communications with the public. The City also strives to have a productive workplace. Certain activities on the part of its personnel may become a problem if such activities could:

- (a) Impair the work of any City Official or employee; create a harassing, demeaning, or hostile work environments; or
- (b) Disrupt the smooth and orderly flow of work; or harm the goodwill and reputation of the City among its citizens or in the community.

For these reasons, the City reminds its personnel that the following guidelines apply in their use of social media, while both on and off duty.

Disclaimer

- (a) Under this Policy, the representatives of the City for social media are the City Administrator, City Secretary, EDC Director and Public Works Director.
- (b) Under this Policy, the City disavows, and is not responsible for any sites, posts, opinions, or content not coordinated through and approved by the City Administrator.
- (c) If City personnel posts data purporting to be on behalf of the City while using a social media site without the prior approval of the City Administrator, the City is not responsible for said posted content, such content is not to be construed as reflecting the views or opinions of the Mayor, City Council or City Staff, and such action may be grounds for disciplinary action.
- (d) The absence of explicit reference herein to a particular site does not limit the extent of the application of this Policy. If any City personnel is uncertain, he/she must consult their supervisor before proceeding.

General Guidelines

- (a) While on duty, the use of City equipment or internet service by personnel must be limited to work-related tasks. Social media activities shall never interfere with work commitments.
- (b) It shall be a Policy, violation for any City personnel to post online content as a representative of the City, or on the City's behalf without the City Administrator's prior approval.
- (c) All City personnel posting City-related issues online, but not as an approved representative of the City or on the City's behalf, shall explicitly clarify they are speaking for themselves and not on behalf of the City by displaying the following disclaimer: "This is my own opinion and not necessarily the opinion or position held by the City or City Council."

Guidelines for Official City Sites

- (a) All City-sanctioned social media sites shall be maintained by the City Administrator. Any content to be posted on City-sanctioned social media sites must meet the approval of the City Administrator before it is posted.

- (b) All personnel that engage in social media activities and/or visit any City-sanctioned social media site on the City's behalf shall adhere to applicable federal, state and local laws, regulations and policies, including the Texas Public Information Act and the records retention schedule. All content must be managed, stored, and retrieved to comply with these laws.
- (c) Any personnel that posts online content as a representative of the City, or on the City's behalf shall clearly state within said post that said content is subject to all applicable records retention and public disclosure laws. All City-sanctioned social media sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to records retention and public disclosure.
- (d) Any content posted as representative of the City, or content posted to a City-sanctioned social media site containing any of the follow is prohibited:
 - (1) Comments not topically related to the particular site or blog article being commented upon;
 - (2) Profane language or content;
 - (3) Content that promotes, fosters, or perpetuates discrimination of the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability;
 - (4) Sexual content or links to sexual content;
 - (5) Conduct or encouragement of illegal activity;
 - (6) Information that may tend to compromise the safety or security of the public or public systems;
 - (7) Content that violates a legal ownership interest of any other party;
 - (8) Information that is incorrect or misleading;
 - (9) Information that is in conflict with an approved City policy, ordinance, directive, or plan; and/or
 - (10) Anything else that creates a disruption in the workplace.
- (e) Content submitted for posting on a City-sanctioned social media site that is deemed unsuitable for posting by the City Administrator because it violates criteria in the preceding item (Item4, immediately above) of this Policy, shall be retained pursuant to the records retention schedule along with a description of the reason for specific content is deemed unsuitable for posting.
- (f) Any hyperlinks posted on a City-sanctioned social media site shall be accompanied by the following disclaimer: "The City guarantees neither the authenticity, accuracy, appropriateness nor security of the link, website, or content linked thereto."
- (g) Personnel found in violation of this Policy may be subject to disciplinary action, up to and including termination of employment.

- (h) Any content posted as representative of the City, or content posted to a City-sanctioned social media site is owned by the City and is subject to the Public Information Act and the record retention schedule.

2.19 COMPLAINTS PROCEDURE

The City of Mount Vernon recognizes that its Council, Boards, Commissions, Committees, staff and others are here to serve the public and that is the goal of all of Mount Vernon's employees, Council members, Board, Commission, and Committee members, volunteers and others serving Mount Vernon citizens. However, even with best efforts, at times complaints may be filed by citizens or others, and it is the desire of the City of Mount Vernon to address and resolve all legitimate complaints.

The Office of City Secretary will accept any complaints that a citizen or member of the public wishes to file. If a citizen or member of the public refuses to put the complaint in writing, the City Secretary may provide a response if such a response is readily available. If not, the City Secretary may, in his/her discretion, write down the complaint and send it through appropriate channels as set out below.

The City Secretary will provide a form that the complainant may use. Use of the form is not required.

Citizen complaints about staff related matters

A complaint about staff or matters which may be resolved by staff (failure to pick up trash, potholes, etc.) will be sent to the appropriate department for resolution. The department will furnish the City Secretary with a short written response as to the resolution of the matter if requested for filing.

Citizen complaints about a member or members of Board, Commission, Committee or similar bodies

A complaint about a member of a Board, Commission, Committee or similar body (hereafter referred to as "committee") will be resolved by forwarding the complaint to the appropriate committee member for a response. A copy or summary of the complaint and response will be provided to Council members.

Citizen complaints about Council members

A complaint about a member of the Council will be resolved by forwarding the complaint to the appropriate Council member for a response. A copy or summary of the complaint and response will be provided to the other Council members.

Legal Questions

If the complaint appears to contain a legal question or information which would be inappropriate to share with others, the City Secretary may contact the Town Attorney for guidance. This procedure does not require the dissemination of information which cannot be released under state or federal law.

3.00 EMPLOYMENT PRACTICES

3.01 METHODS OF RECRUITMENT AND SELECTION

The city has several methods of recruiting and selecting persons to fill vacancies:

1. Promotion from within; or
2. Transfer from within; or
3. Public announcement (including media announcement and posting of notice for city employees) and competitive consideration of applications for employment; or
4. Referral from a job training program; or
5. Selection from a valid current eligibility list of applicants. (A valid current eligibility list is a record of applications for the same or a similar position for which recruitment was conducted within the preceding 60 days.)

The city administrator determines the method of selection to be used in filling each vacancy. However, the city council must have approved funding for a position before recruitment begins.

3.02 PUBLIC ANNOUNCEMENTS

When public announcements of position openings at the city are used, and competitive consideration will be given, the announcements are disseminated by the city administrator in the manner most appropriate for the particular position being filled, as determined by the city administrator. Department heads wanting to fill job vacancies within their departments must submit relevant information about the position to the city administrator, who ensures that job opening announcements are made public through publication in the local newspaper and posting on the city bulletin board at city hall.

Current employees may apply for positions for which they believe themselves to be qualified. If selected for the position for which he or she applied, a city employee can transfer to another city position without loss of pay provided that his or her current pay is within the limits set by the city council for the transfer position.

The length of time during which applications will be accepted will be determined by the city administrator or his or her designee in accordance with the circumstances that exist at the time.

3.03 QUALIFICATIONS

The city maintains a job (class) description, which establishes the required knowledge, skills, and abilities for each staff position and the acceptable levels of experience and training for each. The job description sets forth the minimum acceptable qualifications to fill the position.

3.04 SELECTION

In accordance with this policy, the city council appoints and may remove the city administrator, city attorney, municipal court judge, health officer and city secretary. The city administrator has exclusive authority to appoint the department heads and handle the day to day operations of the city. Neither the council nor any of its members shall in any manner dictate the appointment or removal of any city employee. However, the council or its members may express freely to the city administrator their views and opinions on such matters.

Vacancies on the city staff are filled on the basis of merit, whether by promotion or by initial appointment. Selections of the best qualified persons are made on the basis of occupational qualifications and job-related factors such as skill, knowledge, education, experience, and ability to perform the specific job.

3.05 RESIDENCY REQUIREMENT/RESPONSE TIME

The city administrator and chief of police or his or her designee shall reside within the city or county within (30) minuet drive during the tenure of his or her office, unless otherwise authorized by the city council.

Employees who are designated in “on call” status must be able to respond quickly and to arrive at the city’s designated response site within 30 minutes of receiving the page or call. *(Legal reference: V.C.T.A. Local Government Code, Section 150.021 and U.S. Fair Labor Standards Act of 1938, as amended.)*

3.06 AGE REQUIREMENTS

Persons under 16 years of age will not be employed in any full-time regular position. Persons under 18 years of age will not be hired in any hazardous occupation. Any prospective city employee under the age of 18 must have written permission and age verification (a signed Minor’s Release Form) from his or her lawful parent or guardian on file in the city’s payroll office prior to the first day of employment.

Other age limitations will be applied only as may be specifically required by state or federal law.

(Legal reference: Child Labor Regulations, Subpart C, issued pursuant to authority conferred by Section 3 (1) of the U.S. Fair Labor Standards Act of 1938, as amended; V.T.C.A. Labor Code, Chapter 51; U.S. Age Discrimination in Employment Act of 1967, as amended.)

3.07 APPLICATION FOR EMPLOYMENT

When a specific vacancy exists, each person desiring employment with the city must submit a written application and other pertinent information regarding training and experience. To be valid, an application must be made on the city's official application form. Each person desiring employment with the city may obtain an application for employment from the city hall during regular business hours.

The city will make appropriate inquiries to verify education, experience, character, and required certificates and skills of an applicant prior to extending an offer of employment. In the case for applicants for positions with the city which require driving a vehicle, the city must check the prospective employee's driving record prior to offering the applicant employment with the city.

The city does not accept applications for employment unless a specific job opening exists. Department heads should notify the city administrator when an opening is available. Persons wishing to apply for a job with the city when a specific vacancy does not exist will be informed that city job openings are advertised in the local newspaper and posted on the bulletin board at city hall; and they may file an application when an advertised vacancy exists for which they consider themselves to be qualified. After a city position has been filled, all applicants who were interviewed but were not chosen will be notified in writing or by telephone as soon as practicable by the person who conducted the interview.

The city should retain each employment application for two years after receipt of the application. *(Legal reference: 29 Code of Federal Regulations 1602; V.T.C.A. Government Code, Section 441.158; State Library and Archive Commission Local Schedule GR, as amended.)*

3.08 EMPLOYMENT OF RELATIVES (NEPOTISM)

Nepotism is the showing of favoritism toward a relative. The city forbids the practice of nepotism in hiring personnel or awarding contracts.

A person who is related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to any member of the city council or to the city administrator may not be hired.

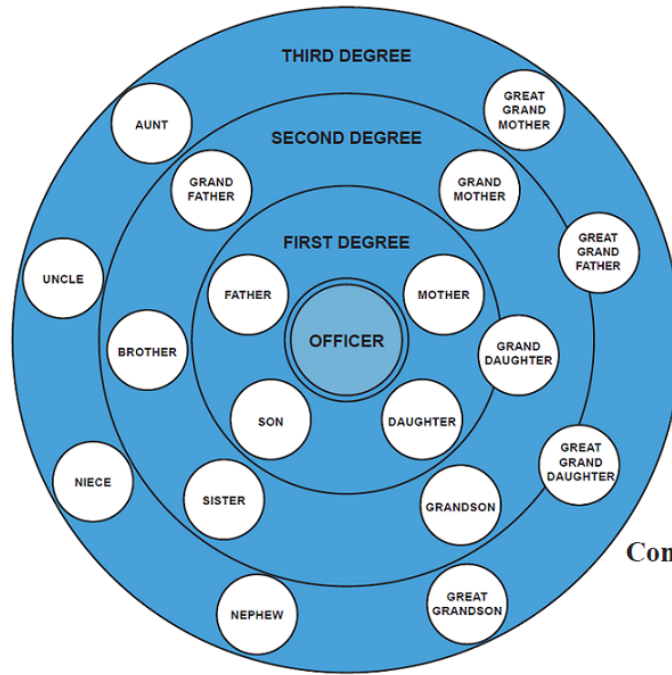
A person who is already employed by the city and is related in a prohibited manner may not stay in city employment unless the employee had been continuously employed by the city for a period of:

1. At least 30 days, if the officer or member is appointed; or
2. At least six months, if the officer or member is elected at an election other than the general election for state and county officers.

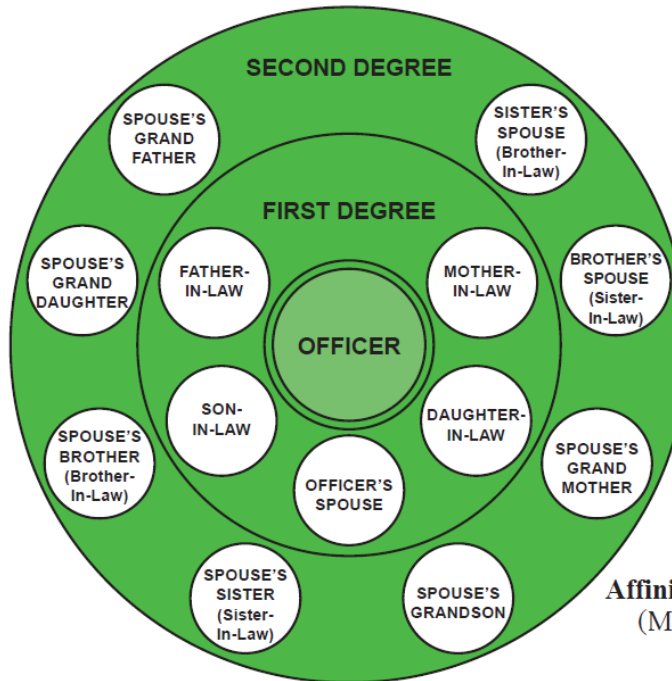
(Legal reference: V.T.C.S. Article 5996a, as amended.)

In addition, no personnel action (hiring, demotion, promotion, transfer) will be taken that would result in any employee's supervising another employee who is related within the second degree of affinity or the third degree of consanguinity to the supervisory employee. Prohibited degrees of relationship are defined in Figures 1 and 2 of the Nepotism Charts (page 19).

NEPOTISM CHARTS



Consanguinity Kinship (Blood)



Affinity Kinship (Marriage)

* Spouses of relatives within the first or second degree of consanguinity (e.g., son-in-law, mother-in-law, brother-in-law, sister-in-law, etc.) are also included in the prohibition. (Legal Reference: V.T.C.S., Article 5996h.)

3.09 TESTING

Except for drug/alcohol tests, physical examinations, psychological tests for law enforcement officers, and any other tests that may be required by state law, the only performance tests administered for employment or promotion will be specifically job related (“piece-of-the-job”) tests (e.g., typing, operating a computer, operating a piece of equipment, lifting something heavy which is specifically required to be lifted in the job, tabulating columns of numbers, providing writing samples, etc.).

3.10 DRUG TESTING

All prospective employees for any regular, full-time position in the city are required to be tested by a licensed physician and declared in writing by the physician to show no trace of drug dependency or illegal drug usage. All prospective employees are required to pass a drug test after a conditional offer of employment has been extended, but prior to their first day of work. The offer of employment is contingent upon the prospective employee passing a drug/alcohol test. After employment, any employee may be required to submit to a test for drug dependency or illegal drug use. For more information on drug testing or drug usage, see the chapter of these policies on **Drug and Alcohol Abuse**.

3.11 PHYSICAL STANDARDS

Knowledge of physical conditions and existing health problems of employees is necessary to avoid occupational injuries and to ensure that it will be possible to differentiate any future job-related injuries from existing medical problems. For these reasons employees are required to pass a drug test and a physical examination after a conditional offer of employment has been extended, but prior to their first day of work. Employees will not be placed on the city payroll prior to passing these exams. Back X-rays are required for persons who will perform strenuous physical activity. The required physical examinations will be performed by a physician of the city’s choice and will be paid for by the city.

In each instance, the examining doctor will be provided a copy of the appropriate job description or summary of duties, and will be required to certify that the prospective employee is physically able to perform the essential duties of the job.

In addition, prospective new employees for active or reserve police officer certification must undergo an examination by a licensed psychologist or psychiatrist and be declared in writing by the psychologist or psychiatrist to be in satisfactory psychological and emotional health. The required examinations will be made by a physician and psychologist or psychiatrist of the city’s choice and will be paid for by the city. (*Legal reference: Police only – V.T.C.A., Government Code, and Section 415.057.*)

3.12 MEDICAL RECORDS

All records relating to the medical condition, medical testing, or drug testing of an employee or prospective employee are maintained separately from employee personnel files. These medical files are confidential and are not released to anyone unless a “need to know” has been clearly established. Only the city secretary has routine access to employee medical records. *(Legal reference: U.S. Americans with Disabilities Act of 1990.)*

The privacy of individuals’ medical records and information will be protected in all transmittals to and from insurance carriers and health care providers. *(Legal reference: Health Insurance Portability and Accountability Act of 1996.)*

3.13 VERIFICATION OF ELIGIBILITY TO WORK

In order to comply with the Immigration Reform and Control Act of 1986, each new employee will be required to complete and sign an INS Form I-9 within three days of his or her first day of employment to provide proof of his or her identity and employment eligibility. *(Legal reference: P.L. Number 99-603; Federal Immigration Reform and Control Act of 1986.)*

In the event the employee has not provided evidence of eligibility to work within the first three days of employment, the employee will not be allowed to continue working and shall be subject to termination.

3.14 DRIVING RECORD

Every city employee who is required to drive a vehicle or operate a piece of equipment which requires a valid driver’s license must maintain a safe driving record. The city will check a prospective employee’s driving record if the applicant’s employment will be in a capacity which requires operating a vehicle or piece of equipment. For this reason, any offer of employment will be contingent upon verification that the prospective employee has maintained a safe driving record.

The city periodically will check the driving records of all city employees and officials who drive city vehicles or are required to drive their personal vehicles to conduct city business. Employees must report any conviction of a traffic law violation to the city secretary’s office, including any charge or conviction that results in the suspension of the employee’s driver’s license.

The City of Mount Vernon will use the following point system to determine an employee’s eligibility to remain as an insured person on the city’s insurance policy:

1. Moving traffic violation – 1 point
2. Chargeable accident (substantial at fault) – 3 points
3. DWI/DUID – 5 points

If an employee accumulates a total of five points in a two year period the city will drop the employee from its liability insurance policy. If the city drops an employee from the insurance policy, the employee will not be allowed to operate city equipment or machinery on a public roadway.

In addition, the accumulation of five or more points over a two year period may result in disciplinary action, including termination.

3.15 DISQUALIFICATION

An applicant is disqualified from employment by the city if he or she:

1. Does not meet the minimum qualifications for performance of the duties of the position involved;
2. Knowingly has made a false statement on the application form;
3. Has committed fraud during the selection process;
4. Is not legally permitted to hold the position (criminal history) or under investigation of any criminal offense;
5. Has offered or attempted to offer money, service, or any other thing of value to secure an advantage in the selection process;
6. Does not meet the physical requirements as a result of the required physical examination and substance abuse screening; or
7. Has not provided proof of citizenship or legal work status in the United States within three days of employment.

3.16 PRIOR SERVICE WITH CITY

Employees entering service with the city who have had prior service with the city may be considered for appointment above the customary entry salary level. In addition, employees rehired to fill regular full-time positions with the city will receive credit for their prior length of service as regular full-time employees for longevity purposes. A break in continuous service with the city also forfeits vacation and health leave benefits accrued prior to the break. For details pertaining to how a break in service affects retirement benefits, please refer to your Texas Municipal Retirement System “Member Information Guide.”

3.17 PLACEMENT ON CITY PAYROLL

New employees must report to the city payroll office before or during their first day of employment to fill out employment forms and be scheduled for new employee orientation.

3.18 ORIENTATION AND TRAINING

Before an individual begins performing his or her actual duties, he or she normally will be given a brief orientation session, conducted by the supervisor for whom he or she will be working, or by that person's designated representative. The purpose of the session is to enable a new employee to understand his or her job better, as well as that job's relationship to the overall operation of the city.

An orientation session also will be provided by the city secretary, including but not limited to, items on the Employee Orientation Checklist. During the orientation, employees are given a copy of the *Personnel Policies and Procedures Manual*. Employees are responsible for knowing and following the information contained in the personnel policies, and must turn in a signed acknowledgment to this effect to the city secretary.

Training an employee is the responsibility of the supervisor for whom the employee works. Whenever possible, employees receive on-the-job training under close supervision.

Orientation

- Explain the form of City Government and where the employee fits into the chain of command;
- Show the facilities and specific work area (s);
- Explain the specific job duties that the employee will be expected to perform;
- Discuss the responsibilities of the new job;
- Discuss the City's Personnel Policies and Procedures including the Substance Abuse, Sexual Harassment, and Employee Conduct and Use of Equipment policies and have the employee sign and acknowledgement form;
- Explain the relationship of the new employee to other employees;
- Demonstrate the use of equipment to be used on the job;
- Explain policies and procedures including motor vehicle record check.

3.19 PROBATION – NON-CIVIL SERVICE

The purpose of the probationary period is to provide the opportunity for the employee to become adjusted to the new position, to determine if the employee likes the job and to evaluate the employee's job performance. Department heads and supervisors will use the probationary period to closely observe and evaluate the employee's work and to encourage adjustment to the job and the

City service. The immediate supervisor and/or department head will frequently discuss job performance with each probationary employee so that the probationary employee knows if his/her work is satisfactory.

Each employee will be evaluated in accordance with the provisions covering performance evaluation in Section 16.04 of these policies.

3.20 PROBATIONARY PERIOD

Employees selected for appointment to a regular budgeted position are considered to be initial probationary employees. The initial probationary period extends for a period of six (6) months. With the City Administrator's approval the initial probationary period may be extended a may be extended a maximum of six (6) months.

Employees promoted to a regular position must also successfully complete a probationary period of six (6) months.

3.21 STATUS

Initial probationary employees will be eligible for all benefits and conditions of employment. Although probationary employees accrue vacation leave, they are not eligible to take vacation leave until after the probationary period. Employees who leave within the first year of employment will not be paid for vacation leave balances. All personnel procedures, work rules and standards of conduct apply to probationary employees.

3.22 TERMINATION

An initial probationary employee may be terminated without prior notice or reason for termination. A probationary employee has no appeal rights under section 13 of these policies.

4.00 TYPES OF EMPLOYMENT

4.01 CATEGORIES OF EMPLOYMENT

The city has four categories of employment:

Regular Full Time. A regular full-time employee is employed in an authorized regular position that involves, on average, at least 40 work hours per week. Regular full-time employees may be either hourly or salaried, and are eligible for the city's benefits package subject to the terms, conditions, and limitations of each benefit program.

Regular Part Time. A regular part-time employee is employed in an authorized position that, on average, involves fewer than 40 work hours per week. Regular part-time employees may be either hourly or salaried, and are eligible only for those benefits that are mandated by law, such as social security and workers' compensation.

Temporary or Seasonal. A temporary or seasonal employee is an employee hired for a period of time normally specified in advance and is expected to last one year or less. Temporary employees only receive those benefits that are mandated by law, such as social security and workers' compensation.

Hourly. An hourly employee is employed in an authorized position that, on average, involves fewer than 40 work hours per week. Hourly employees work on an irregular schedule, as called upon, and are paid at an hourly rate for the actual number of hours worked. Hourly employees are not paid for holidays and receive only those benefits that are mandated by law, such as social security and workers' compensation.

See **Benefits** chapter of these policies for details of benefits available to each category of employee.

The following two designations indicate whether or not an employee is eligible for overtime compensation:

Non-exempt. A non-exempt employee is one whose position is covered under the overtime pay provisions of the Fair Labor Standards Act (FLSA) and will be compensated for overtime as required by law.

Exempt. An exempt employee is considered exempt from overtime pay provisions of the Fair Labor Standards Act (FLSA) and is expected to render necessary and reasonable services beyond 40 hours per week with no additional compensation. Exempt employees' salaries are set with this consideration in mind. City employees who are in exempt positions most often qualify under the executive, administrative, or professional exemptions, as defined below:

- **Executive.** The executive exemption is for persons whose primary duty is “management” of the business. An employee who has management of a department or a subunit thereof as his or her primary duty, and regularly supervises two or more employees, also qualifies for the executive exemption. The Department of Labor regulations define “management” as interviewing, selecting, and training employees; planning and assigning work and determining how the work will be done; directing and evaluating the work of other employees; handling complaints and grievances; and disciplining employees.
- **Administrative.** Administrative employees are “white collar” employees who perform “work of substantial importance to the management of the operation” or the enterprise. An employee whose primary duty is performing office or non-manual work directly related to management policies or general business operations of the city, as opposed to production or direct services, and includes work requiring the exercise of discretion and independent judgment, will qualify as an exempt administrative employee.
- **Professional.** To qualify for the professional exemption, an employee must have as his or her primary duty work requiring knowledge of an advance type customarily acquired by a prolonged course of specialized intellectual instruction and study. The work must require the consistent exercise of discretion and independent judgment and must be predominantly intellectual and varied in character. Examples of the professional exemption include attorneys, doctors, teachers, and registered nurses. In addition, computer programmers, systems analysts, and certain other computer employees qualify as professional employees.

5.00 EMPLOYEE COMPENSATION AND ADVANCEMENT

5.01 PAY

Pay for city employees are set each year by the city council in the adopted city operating budget. Rules governing salary administration and pay increases are also established by the operating budget approved by the city council.

5.02 PAYDAYS

The pay period for the city is every other Friday. The pay period shall commence at 5:01 p.m. on Friday and end at 5:00 p.m. on the second Friday thereafter. If the payday falls on a holiday, checks will be issued on the last working day preceding the holiday.

5.03 CHECK DELIVERY

Paychecks will be distributed to employees by their immediate supervisors.

No salary advances or loans against future salary will be made to any employee for any reason. (*Legal reference: Texas Constitution, Article III, Sections 51, 52, and 53.*)

An employee must promptly bring any discrepancy in a paycheck (such as overpayment, underpayment, or incorrect payroll deductions) to the attention of the appropriate department head, who will notify the city secretary.

5.04 PAYROLL DEDUCTIONS

Except as required by law, any payroll deductions must be approved and authorized by the city administrator. Deductions will be made from each employee's pay for the following:

- Federal social security;
- Federal income taxes;
- Medicare;
- Texas Municipal Retirement System contributions (for regular full-time and covered part-time employees);
- Court-ordered child support; and
- Any other deductions required by law.

If a terminating city employee fails to return city-owned equipment or property to the city before his or her final paycheck is issued, the value of the property or equipment will be deducted from the final pay, with the balance of the final check to be paid after the employee returns the equipment or property to the city. Each employee is required to sign an

authorization for such a deduction at the time city-owned equipment or property is issued to the employee.

In accordance with policies and general procedures approved by the city council, deductions from an employee's pay may be authorized by the employee for:

- Group health/medical/life insurance for employees and dependents; and
- Such other deductions as may be authorized by the council.

If there is a change in the employee's family status, address, or other factor affecting his or her payroll withholding or benefits status, the employee is responsible for obtaining, completing, and returning to the payroll office the appropriate forms for communicating these changes.

5.05 MERIT INCREASES

A pool of funds may be designated by the city council during the budgetary process for merit increases. The designation may specify a designated maximum amount for each department, and the department head may be authorized to approve increases for some (but not all) employees, provided that the total amount of increases is within authorized budget limits. The amount of merit increase will be determined by the level of funds set aside for this purpose and the number of employees receiving qualifying ratings. See the section of these policies on **Employee Performance Evaluation** for more information.

A merit increase is advancement to a higher salary in the same pay group and is granted to recognize good performance in the same position. Normally, if the city council has set aside funds for merit increases, an employee is considered for a merit increase once a year, on the employee's anniversary date. Merit increases are not used to recognize increased duties and responsibilities (a promotion).

Merit increases may be granted on the basis of tenure with the city and meeting the department head's expectations for job performance, until the employee's salary reaches the midpoint of the pay range to which the job is assigned. To be eligible for a possible merit increase once an employee's salary reaches the midpoint of the pay range for the position, an employee must receive an overall performance rating of exceeds expectations or outstanding on the annual performance evaluation. The merit increase would be granted in conjunction with the supervisor's recommendation and a performance evaluation of the employee, the results of which are one factor used in merit pay decisions. A merit increase cannot increase an employee's salary beyond the maximum for the pay group of the position.

There shall be no retroactive merit increases granted. It is the supervisor's responsibility to conduct timely performance evaluations of each employee under his or her supervision. Merit increases are effective at the beginning of the pay period in which the performance evaluation was conducted.

5.06 PROMOTIONS

A promotion is a change in the duty assignment of an employee which results in advancement to a higher paying position requiring higher qualifications and involving greater responsibility. A promoted employee will receive a pay increase of at least the amount of difference from one pay group to the next higher pay group, or of whatever amount is required to place the employee's salary on the entry rate of the new pay group, whichever is higher. Promotions are approved by the city administrator within the staffing pattern and budget limits approved by the city council.

5.07 LATERAL TRANSFERS

A lateral transfer is the movement of an employee between positions in the same level of pay within the city. Lateral transfers may be made within the same department or between departments of the city. An employee will not receive a pay reduction when making a lateral transfer, provided that the employee's current salary is within the range approved by the city council for the transfer position. If a position is reclassified but remains assigned to the same pay group, no pay adjustment will take place.

5.08 DEMOTIONS

A demotion is a change in duty assignment of an employee to a lower paid position with less responsibility. Demotions may be made for the purpose of voluntary assumption of a less responsible position, as a result of a reclassification of the employee's position, as a disciplinary measure, or because of unsatisfactory performance in a higher position. A demotion always involves a decrease in pay.

If a position is reclassified downward because of changes in the city's needs and not because of a performance problem on the part of the employee, every attempt will be made to maintain the employee's salary at its prior level. However, if the reclassification is made because of an employee's performance problems, the employee's pay must be adjusted downward by at least the equivalent of a one-step decrease to reflect the revised duties.

5.09 PAY REDUCTION FOR DISCIPLINARY REASONS

An employee's pay for continued problem performance in the same position may be reduced, as a disciplinary measure, to a lower rate. The period covered by this type of disciplinary action may not exceed a total of 90 calendar days, and the amount of the pay reduction may be in an amount up to 10%, depending upon the severity of the infraction. Upon completion of the 90-day period, the supervisor will review the employee's performance with the city administrator and the city attorney, and the employee's rate of pay will be returned to the previous rate, or the employee will be discharged. See the chapter of these policies on **Discipline** for information about suspension with or without pay for disciplinary reasons.

5.10 APPROVING AUTHORITY

The city administrator is the approving authority for all payrolls and for any pay increases, decreases, or payroll transfers granted under the terms of (1) these policies; (2) the classification and pay plans; or (3) the annual budget.

5.11 LONGEVITY PAY

Longevity pay will be rewarded at \$100.00 per year, after five (5) years of service. The years of service will be calculated on years served as of December 15th of each year. Payment of longevity will be December 15th after acquiring longevity calculated as of December 15th of the previous calendar year. Longevity pay is not an accrued benefit and will NOT be paid should employment terminate prior to December 15th. The maximum amount of longevity pay is \$2,000.00. All longevity is subject to budget provisions for the calendar year.

Longevity is subject to Federal withholdings, Social Security and retirement deductions.

If an employee, who meets the guidelines for longevity pay, is on continuous leave without pay, excluding workers compensation claims, he/she will not receive credit for that year and any subsequent years. Military service is excluded.

5.12 CERTIFICATION/LICENSE PAY

Certification/License pay is additional pay to full time personnel who obtain specific certifications/license related to their job. Additional pay is not given for a certification/license designed in the job description as a requirement for the job. The certification/license level required in the job description is compensation in setting the classification and base pay for the job. Each higher level of certification/license in a series is inclusion of the previous level unless specifically noted. Certification/License pay will only be paid after probation period ends. Certification/License pay is given for the following certifications:

Certificate Pay (Police Department)

Intermediate Certificates - \$100 monthly

Advanced Certificates - \$150 monthly

Master Certificates - \$200 monthly

License Pay (Water or Waste Water License)

C License - \$100 monthly

B License - \$150 monthly

A License - \$200 monthly

Municipal Court

Level II - \$50 monthly

Level III - \$100 monthly

If double license, employee will only get paid the higher of the two.

6.00 WORK SCHEDULE AND TIME REPORTING

6.01 HOURS WORKED

Normal working hours for most city employees are Monday through Friday, **8:00 a.m. to 4:30 or 5:00 p.m.**, with 30 minutes or one hour for lunch, for a total of 40 hours per workweek. However, other hours of work and official work periods for individuals or groups of employees may be set by the department head with approval of the city administrator. A morning and an afternoon break of 15 minutes each will be available to each employee, but this time does not accumulate if not taken.

Adjustments to the normal hours of operation of city facilities or departments may be made by the city administrator in order to serve the public better. Offices may be required to remain open during the noon hour, and some employees may have their lunch hours staggered so that the city can provide this service.

Employees are expected to report punctually for duty at the beginning of each assigned workday and to work the full work schedule established.

The city administrator determines the number of hours worked by an employee for the compensation to be received subject to laws governing pay and working hours and to the provisions of the city's budget and these policies.

(Legal reference: U.S. FLSA of 1938, as amended; Garcia v. S.A.M.T.A., U.S. Supreme Court, 1985; U.S. Equal Pay Act of 1963.)

6.02 WORK PERIOD

The official work period for most city employees is a fourteen-day period beginning at 12.01 a.m. on Sunday morning and ending on Saturday night at 11.59 p.m. Check are issued every other week on Friday. The official work periods for police personnel are different from the above work period.

Police Officer Work Periods and Work Schedules

In accordance with the exception allowable under Section 207(k) of the Fair Labor Standards Act (FLSA) and 29 C.F.R. Part 553, the city has established the following work period for its non-exempt police officers:

Definitions

Hours Worked-“Hours Worked” shall have the meaning assigned to it by the FLSA and includes only those hours actually worked by an employee. Hours Worked does not include paid time off benefits provided pursuant to another policy of the City such as sick time off, vacation time off, paid holidays (where the employee does not work), premium pay for holiday shifts or any other absence approved for by the City policy.

Overtime Hours—“Overtime Hours” shall include all Hours Worked in excess of eighty (80) hours in a work period by a nonexempt employee. Only Hours Worked shall be counted for purposes of calculating Overtime Hours. Compensation for overtime worked is given to the nearest quarter of an hour and is paid at 1 and ½ time the employee’s regular hourly rate.

Work Period—“Work Period” shall commence at 5:01 p.m. on Friday and end at 5:00 p.m. on the second Friday thereafter.

Time and one-half will be paid for all Overtime Hours worked in standard Work Period. Overtime may be worked only at the request and with the authorization of a supervisor. Officers, who work on a holiday, as defined by the city holiday policy, shall receive a shift premium equal to ½ of the employee’s regular hourly rate of pay for Hours Worked on a holiday. However, this shift premium is not included in Hours Worked for the purposes of calculation of Overtime Hours.

The Chief of Police or his or her designee will schedule officers to work, during the Work Period. The City will attempt to accommodate requests for scheduling change as where practical; taking into consideration the impact such change may have on Overtime Hours of any officer.

Non-exempt employees shall record the number of actual Hours Worked each day during the Work Period on time sheets provided by the department. The purpose of these procedures is to comply with the FLSA and to insure that both the employee and the supervisor understand which hours are payable and those that are not payable. Time not worked but requested for pay under a policy (such as paid time off for sick time, vacations or holidays) must be shown in hours for each day absent which is requested to be paid under such policy on the time sheet. Employees and their supervisors must sign each time sheet and employee’s supervisor must approve any overtime. Regular payday will be on Friday every other week for the Work Period, beginning at 5:01p.m. on Friday and ending at 5:00 p.m. on the second Friday thereafter.

6.03 OVERTIME WORKED

The policy of the city is to allow overtime only in cases of emergencies, special circumstances, or when specifically authorized by the city administrator. Employees may be required in emergencies to provide services in addition to normal hours or on weekends or holidays. Overtime is defined as hours worked in excess of the allowable **number** of hours under the Fair Labor Standards Act (FLSA).

For most employees, overtime begins to accrue after the 40th hour actually worked during the seven-day workweek.

All overtime services by employees covered under FLSA must be authorized in advance by the employee’s supervisor and approved by the department head.

(Legal reference: U.S. FLSA of 1938, as amended.)

6.04 EXEMPTIONS FROM FLSA (OVERTIME COMPENSATION)

Department heads and other executive, administrative, and professional employees are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and are expected to render necessary and reasonable overtime services with no additional compensation. The salaries of these positions are established with this condition in mind. However, department head may be allowed to take time off from time to time at the discretion of the city administrator. *(Legal reference: U.S. FLSA of 1938, as amended.)*

Employees engaged in recreational or seasonal activities (e.g. the city's swimming pool,) which do not operate for more than seven months in any calendar year, and which meet the other statutory prerequisites, are also exempted from the minimum wage and overtime provisions of the Fair Labor Standards Act as recreational, seasonal employees.

Each city job description designates whether persons hired in that classification are exempt from, covered by (nonexempt), or not covered by the overtime provisions of FLSA. See the chapter of these policies under the main heading "**Categories of Employment**" for additional information on FLSA exemptions.

6.05 OVERTIME COMPENSATION

All employees, except department heads and any other employees determined by the city administrator to be exempt under Fair Labor Standards Act (FLSA) are eligible to receive overtime time pay in accordance with the FLSA. Overtime when ordered for the maintenance of essential city functions, shall be allocated as evenly as possible among all employees qualified to perform the work. For scheduled and approved timed worked in excess of a regular work week, compensation will be at the rate of one and one-half (1-1/2) times the employee's regular base pay. Overtime pay will be paid for all time worked over forty (40) hours per week unless such employees are exempt from overtime pay. No sick time, vacation time, holiday time, or time taken for jury or for travel to and from school or seminars shall be considered when determining overtime pay. All overtime work must be clearly reflected on the employee's time sheet before it is allowed.

In lieu of overtime pay, the city may provide time-off instead, normally referred to as compensatory time or comp time. Such compensatory time shall be providing at not less than one and one-half (1-1/2) hours for hour of overtime worked.

There is a limitation 480 hours of compensatory time off for police officers, after 480 hours employee must be paid cash wages for overtime. FLSA 207(k) *(Legal reference: U.S. FLSA of 1938, as amended.)*

6.06 HOLIDAYS WORKED

The city's basic policy is that each regular employee receives a specified number of paid holidays per year, as set forth in these policies. In most instances, if a regular employee is

required to work on a holiday, he or she will be paid straight time for the holiday plus one and one-half times his or her regular hourly rate for the total number of hours worked on the holiday.

For employees whose normal work schedule is Monday through Friday, the scheduled holiday is the designated holiday observed by the city, which may or may not be the actual holiday on the calendar. For employees whose normal work schedule is something other than Monday through Friday, the scheduled holiday is the actual holiday on the calendar. See **Work during Holidays** section of this manual for more discussion of this policy.

A paid holiday is considered in the same manner as hours worked for the purposes of determining when an employee has reached his or her maximum allowable hours (40 hours per week for most employees). (*Legal reference: U.S. FLSA of 1938, as amended.*)

6.07 TIME REPORTING

Employees will keep records of all hours worked and released time taken and, where appropriate, hours credited to particular projects. Forms for this purpose are provided by the city.

Time records must be signed by the employee and by the employee's immediate supervisor. It is recommended that these forms be filled out after each day's work in order to maintain an accurate and comprehensive record of the actual time spent on particular projects.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record will result in disciplinary action, up to and including termination of employment.

Each department head is responsible for ensuring that all hours worked and leave time taken are reported on the time sheets sent to the city secretary and recorded on the individual department's records.

6.08 "ON-CALL" TIME

The vital nature of certain city services requires that some employees be available in an "on call" status in the evenings and over holidays and weekends to ensure the continuity of those vital services.

An employee in "on call" status is required to respond within 20 minutes of receiving a call. When an employee who is "on call" is called to duty, the employee will receive over-time pay or compensation time for being called into work.

6.09 OFFICE CLOSINGS IN EMERGENCIES

Short-term emergency closings of city offices/departments may arise due to unexpected inclement weather, prolonged power failure, or other emergency situations. After the city administrator communicates with department heads, closings will be communicated to

employees. In the event that a situation occurs during non-working hours, which would necessitate emergency closings of city offices/departments, local radio and television stations will be asked by the city administrator to broadcast an official city hall closing statement. Employees whose jobs are critical to public health and safety may be required to work during an official closing. If so directed, those employees must report for duty. Employees will be paid for the first day or partial day of closing.

7.00 BENEFITS

7.01 MEDICAL AND LIFE INSURANCE

Regular full-time employees of the city are eligible for group health benefits (general medical, hospitalization, prescription drug, and life insurance benefits). The city pays 100 percent of employees' life insurance coverage and medical/hospitalization coverage. Employees may purchase additional life insurance coverage at their own expense.

Upon employment, each regular full-time employee is given an insurance booklet containing detailed information about the city's insurance programs. See the section of these policies on **Continuation of Group Insurance** for information on continued coverage after certain status changes.

7.02 SOCIAL SECURITY

All employees of the city are covered by Social Security. The city also contributes to the Social Security System on behalf of each employee.

7.03 RETIREMENT

The city is a member of the Texas Municipal Retirement System (TMRS). Regular employees are required to become members of TMRS and are eligible for this benefit immediately upon employment. (TMRS defines regular employees as those working in excess of 1,000 hours per year.) Each eligible employee contributes seven percent of his or her salary, and the city matches this amount two-to-one. Employee retirement funds vest after five continuous years of employment with the city. Employees who leave city employment prior to retirement will be refunded, upon request, their portion of the retirement account plus interest earned on their portion.

Retirement benefits are determined by a formula that involves age, the number of years of creditable service, and the amount deposited in the employee's account. A new employee receives a brochure about the city's specific retirement coverage and options under TMRS at the time of employment. The city secretary has additional information about the retirement plan, which is available upon request.

7.04 WORKERS' COMPENSATION

Employees of the city are covered by the workers' compensation insurance program, and the city pays the premium. This coverage provides medical and salary continuation payments to employees who receive bona fide, on-the-job, work related injuries. Detailed information about workers' compensation benefits is found in the sections of this manual under the main heading **Health and Safety**. (*Legal reference: V.T.C.A. Labor Code, Title 5, Subtitle A and Chapter 504.*)

7.05 UNEMPLOYMENT INSURANCE

All employees of the city are covered under the Texas Unemployment Compensation Insurance program, and the city pays for this benefit. This program provides payments for unemployed workers in certain circumstances. (*Legal reference: V.T.C.A. Labor Code, Title 4, Subtitle A.*)

7.06 SEVERANCE PAY

An employee who does not voluntarily resign or quit his or her employment, and whose employment is terminated through no fault of his or her own, or one who is retiring by reason of age, shall be entitled to severance per equal to his or her salary as follows.

1. If his or her employment with the city is less than five (5) continuous years preceding the termination, no severance pay shall be paid.
2. If his or her employment with the city is more than five (5) years, but less than ten (10) years of continuous employment preceding the termination, the severance pay shall equal one week's pay; and
3. If his or her employment is more than ten (10) continuous years preceding the termination, the severance pay shall equal two (2) week's pay.

7.07 LEAVE TIME

Regular full-time city employees are eligible for holidays, vacation leave, sick leave, and other types of released time under certain circumstances. Detailed information about leave and other types of released time is found in the sections of this manual under the main headings **Leave Time** and **Holidays**.

Insert FLA guidelines here:

8.00 LEAVE TIME

8.01 DEFINITIONS

Leave Time. Leave time is time during normal working hours in which an employee does not engage in the performance of job duties. Leave time may be either paid or unpaid.

Holidays. Holidays are days designated by the city council on which city offices are closed, that otherwise would be regular business days.

Unauthorized Absence. An unauthorized absence is one in which the employee is absent from regular duty without permission of the department head. Employees are not paid for unauthorized absences, and such absences may result in disciplinary action up to and including termination.

8.02 APPROVAL OF LEAVE

The employee’s department head must approve leave taken by city employees. **Copies of signed leave forms are sent to the payroll office for recording on the central leave records.** Payroll records are verified against these leave records.

Department heads are responsible for determining that leave has been accrued and are available for use in the amounts requested by an employee. In addition, each department is responsible for ensuring that all vacation and sick leave usage is recorded on the time sheet sent to the payroll office for payroll purposes, as well as being recorded in the employee’s departmental time record.

8.03 VACATION LEAVE

Regular full-time city employees are eligible to accrue paid vacation leave.

Accrual of Vacation Leave. Regular full-time employees earn vacation as follows:

One day per Month or (12) days per year.	After ten (10) years of continuous service shall earn fifteen (15) days per year.
Maximum of thirty (30) days	Maximum of thirty (30) days

Temporary and Seasonal employees do not earn vacation leave.

Scheduling Vacation Leave. The city will attempt to schedule vacation time to meet the preferences of employees; however, the approval of vacation requests will be subject to the efficient operation of the city. Preferences for available vacation dates will be offered on the basis of seniority one time each year in selection of all vacation time. All vacation schedules are subject to approval of the employee's supervisor.

Vacations may be taken in blocks of 40 hours or in intervals of 4, 8, 16, 24, or 32 hours. Four (4) hours is the minimum vacation time which may be scheduled.

Under normal circumstances, employees will be expected to take time off for all vacation for which they are eligible. Under unusual circumstances, because of compelling personal needs or extraordinary work requirements, employees may receive permission to carry over unused vacation time. However, this must be done, in writing, with the approval of the city administrator.

8.04 SICK LEAVE

A regular, full-time employee with accrued sick leave may use that leave if the employee is absent from work due to:

1. Personal illness or physical or mental incapacity;
2. Medical, dental, or optical examinations or treatments;
3. Medical quarantine resulting from exposure to a contagious disease; or
4. Illness of a member of the employee's immediate family who requires the employee's personal care and attention. For this purpose, immediate family is defined as the employee's spouse, children, parent, step-parent, or any other relative of the employee who resides in the employee's household and/or is dependent on the employee for care.

Accrual of Sick Leave. Regular full-time city employees are eligible to earn eight (8) hours of sick leave for each full calendar month of employment with the city. Accrued but unused sick leave shall accumulate and be carried forward each month. The sick leave carryover from one fiscal year to another is unlimited.

Temporary and Seasonal employees do not earn sick leave.

Use of Sick Leave. Regular full-time city employees may use sick leave, subject to the following conditions:

1. Employees are entitled to sick leave with pay if unable to perform their job due to: Illness, injury or pregnancy, employee medical, dental or counseling appointment, rehabilitation treatment for the employee, illness or injury of a member of the employee's immediate family, or medical appointment for family members.
2. An employee may not be granted sick leave in excess of an employee's earned balance. An employee who is in need of additional sick leave after exhausting all accrued time may apply for an extension of sick leave if such employee can conclusively prove his or her illness was incurred while in performance of their duty.
3. Employee must notify their supervisor as soon as possible when using sick leave. In addition, an employee shall send the immediate supervisor a written statement stating the cause or nature of the illness or disability after being absent from work for more than three (3) consecutive working days. This written statement must include a physician statement.
4. A department head or the city coordinator may request an employee in his or her department to furnish, and the employee must provide upon request, written verification by a physician of medical disability precluding availability for duty at any time that sick leave benefits are requested for three or more consecutive days.
5. An employee who is ill must call in and report to his or her supervisor, unless the department head has designated another person in the department to accept calls from an absent employee. The call must be placed at least 15 minutes before the scheduled work time. Calls placed by anyone other than the employee are not acceptable, unless prior arrangements have been made with the department head to accept calls from persons other than the employee.
6. Accrued sick leave may be taken in four-hour, or one-half day, increments. Any authorized or substantiated absence shorter than one hour does not need to be reported as sick leave.
7. Sick leave does not accrue while an employee is on city insurance disability income, extended military leave of absence leave without pay including LWOP while collecting workers compensation.
8. The unauthorized use of sick leave may result in disciplinary action against the employee.

Exhaustion of Sick Leave. An employee who has exhausted earned sick leave benefits may request to use accumulated vacation or other paid leave, or may request time from sick leave pool or leave of absence without pay. No advance of unearned sick leave benefits will be made for any reason. Extended Sick leave may be granted only in the case of the following.

- A. Employee injured on the job or employee with two years of continuous service with the city who is seriously ill or disabled.
- B. If extended sick leave is granted the employee may receive an amount equal to the employee's earned sick leave balance at the onset of the illness or injury up to a maximum of sixty (60) working days. Employees may only be granted extended sick leave one time per illness.

Illness While on Vacation Leave or on a Holiday. When an illness or physical incapacity occurs while an employee is on vacation leave, accrued sick leave may be granted to cover the period of illness or incapacity, and the charge against vacation leave reduced accordingly. Application for such a substitution must be supported by a medical certificate or other acceptable evidence, if requested. If an employee is sick on a holiday, he or she may not use sick leave for these hours and will not get an alternative day off.

8.05 MILITARY LEAVE

Regular employees who are members of the State Military Forces, or are members of any of the Reserve Components of the Armed Forces of the United States, are entitled to leave of absence from their duties for annual maneuvers, without loss of time or efficiency rating, leave time, or salary on all days during which they are engaged in authorized training or related duty ordered by proper authority, not to exceed 15 days in any one calendar year. Requests for approval of military leave must have copies of the relevant military orders attached.

Regular employees who are ordered to extended active duty with the state or federal military forces are entitled to all of the reemployment rights and benefits provided by law upon their honorable release from active duty.

(Legal reference: V.T.C.A., Government Code, Section 431.005 and Section 613.001-613.005; Fed. 38, U.S. Code Ann., Chapter 43.)

8.06 CIVIL LEAVE

Employees are granted civil leave with pay for jury duty, for serving as a subpoenaed witness in an official proceeding, and for the purpose of voting. *(Legal reference: V.T.C.A. Labor Code, Sec. 52.051; Election Code, Sec. 276.004.)*

Paid civil leave for time spent actually serving as a juror or as a subpoenaed witness in an official proceeding, is limited to a maximum of 80 hours. Pay will be at the employee's regular, base rate of pay, and no overtime will apply, regardless of the number of actual spent as a juror or subpoenaed witness.

Employees must notify the appropriate supervisor as soon as possible prior to taking civil leave. When an employee has completed civil leave, he or she must report to the city for duty for the remainder of the workday, whether it is before or after the official proceeding. If the employee will be absent from work for more than one workday on civil leave, he or she must notify the appropriate supervisor daily at the beginning of each workday on which he or she will be absent.

An employee who is called for jury duty must provide his or her supervisor with a written acknowledgement of service from the court. Payment received for jury duty is retained by the employee. If a police officer is subpoenaed in a civil case, in conjunction with his or her official police duties, he or she must return the witness fee to the city.

8.07 FUNERAL LEAVE

Funeral leave with pay may be granted to regular employees by the city administrator in the event of a death in an employee's family. Funeral leave is limited to no more than three working days per occurrence. The length of time granted for funeral leave must be approved by the city administrator in advance and will depend on the circumstances. The terms of and reasons for the leave must be documented and filed in the employee's personnel file. Funeral leave cannot be accumulated or carried forward.

For purposes of emergency leave, "family" includes spouse, child, step-child, step parent, parent, brother, sister, grandparent of an employee or employee's spouse, or any other relative living in the employee's household.

The city will send flowers to the funeral service of current or former council members, members of appointed boards or commissions, city employees, and the parent or child of a city employee.

8.08 ADMINISTRATIVE LEAVE OF ABSENCE

Employees on duty on the date of any national, state, or local election and who are eligible to vote in such elections shall be granted time off without loss of pay or benefits to exercise this right if they cannot reach their polling place outside of working hours before it closes. Evidence of voter registration and voting may be required by the supervisor. The City Administrator may grant an employee administrative leave with pay for purposes of attending a professional conference on training, legislative proceedings, or civic functions pertaining to the cities interest.

- A. Authorized leave without pay may be granted by the city administrator and the employee in circumstances not falling within other provisions of these rules mutually agreeable terms and conditions between the employee and the city administrator.

Employee taking leave without pay shall not lose or gain seniority and employees benefits will remain in effect during the leave period granted.

8.09 INJURY LEAVE

For information on occupational disability or injury leave for bona fide, on-the-job, work-related injuries, please see the sections in this manual under the main heading **Health and Safety**.

8.10 TEMPORARY DISABILITY LEAVE

Employees with illness arising from pregnancy, maternity, or other non-occupational illness or injury, shall be entitled to benefits on the same basis as employees with other illnesses be used for any such temporary disability including maternity purpose prior to delivery and for a reasonable time following as may be determined as necessary by her doctor. For maternity purposes, at least ten (10) days' notice of leave, which shall include a statement of the employee's intentions concerning resumption of work is required, except in emergencies. A medical clearance is required for all employees desiring to return to work after leave caused by a temporary disability.

8.11 USING LEAVE IN COMBINATION

When an employee who is on sick leave has exhausted his or her accrued sick leave, the employee will automatically be placed on vacation leave if (1) the employee has accrued vacation leave available, and (2) the employee has not requested a temporary leave of absence without pay.

A regular employee who is requesting extended leave for illness or temporary disability has the option of choosing to use all or part of his or her accrued sick and vacation leave in any combination with the requested leave without pay, contingent upon approval of the city administrator.

Sick leave cannot be used for vacation purposes when vacation leave is exhausted.

With the approval of the employee's department head and the city administrator, other types of leave may be used in combination or coupled with holidays if it is determined to be in the best interests of the city and the employee.

8.12 PERSONAL DAYS

All employees are entitled to two (2) personal days with pay within a 12 month period. If an employee is hired on June 1st, or after, he will receive (1) personal day for that year. These days must be within the calendar year and may not be carried over to the next year.

8.13 SICK LEAVE POOL

Employees may donate any accrued sick leave to the sick leave pool for employees who may need additional leave as a result of a catastrophic illness or injury of the employee or all persons within the first degree of consanguinity, of the employee or the employee's spouse, subject to the following conditions:

Employees that will maintain a balance of at least 80 hours accrue sick leave are eligible to donate to the pool. A donation application can be picked up from the City Secretary. Only whole hours can be donated.

Donations will be made on a voluntary basis by completing and signing the donation application indicating the number of hours to be donated. All sick leave donations must be approved by the immediate supervisor and City Manager. No employee shall be coerced or intimidated into sharing sick leave. Anyone guilty of such conduct will be subject to disciplinary action.

Employees who may need additional leave as a result of a catastrophic illness or injury of the employee or all persons within the first degree of consanguinity, of the employee or the employee's spouse, may receive sick time from the sick leave pool subject to the following conditions:

Employees who wish to request sick time must submit their request in writing to their immediate supervisor. The written request must include the reason for the request and the expected amount of days that the medical event will require to be off from work. The request must be approved by the immediate supervisor and City Manager.

Employees are not eligible if the medical event is from a work related injury for the city employee due to worker's compensation or disability coverage.

The request for sick time will only be approved for a medical event requiring more than 5 consecutive days off work (40 hours).

The request for sick time must be for at least 40 hours of sick time from the pool.

Employees will be limited to receiving 240 hours/30 Days of sick leave through the donation policy in a rolling 12 month period unless prior approval is received from the employee's supervisor and the city manager.

Employees shall not receive or use donated sick hours until they have exhausted all of their leave balances including sick time, comp time, and vacation.

Recipients shall be required to reimburse or return hours donated to them if the following occurs:

Compensation is received from another source (workers' compensation, long or short term disability benefits, etc.), unless the compensated coverage doesn't extend the full time off for the medical event.

It was determined that a recipient has abused the program, falsified information, or was otherwise not eligible for leave.

If repayment is required, reimbursement shall be made from future accrued leave from that recipient unless there is separation from the city. If the separation occurs, then the employee is responsible for paying the city through payroll deduction.

Accrued leave will be used during the time the employee is out for the catastrophic event. The accrued sick leave will be used during this time but the employee can accrue up to a week's worth of combined vacation, holiday, and comp time. Once the weeks' worth of combined holiday, vacation, and comp has been acquired, anything over that will be used towards the catastrophic leave.

Section 2. That any provision of the City of Mount Vernon Personnel Policy in conflict with the above state Section 8.13, be and hereby are cancelled and rescinded.

8.14 FLEXIBLE WORK PLACE

The policy is intended to create flexible conditions that will help employees accomplish their work effectively without disruption to City services especially leading up to, during, and/or immediately after emergency events. This policy may be appropriate for some employees and jobs but not for others. This is not an entitlement, if is not a companywide benefit, and it in no way changes the terms and conditions of employment with the City of Mount Vernon.

In the event of a wide scale emergency and when authorized by the City Administrator or an authorized designee, the City of Mount Vernon realizes a need to develop a formal process to implement a flexible work place to preserve the environment and for the safety and wellbeing of our employees and citizens of the community.

This arrangement is in which an employee regularly performs work at an alternative work site for a specified portion of the work week. This duties, responsibilities, and conditions of employment remain the same as if the employee was working at the normal work site. The employee will continue to comply with the City of Mount Vernon policies and procedures while working at the flexible work place.

The City, with or without cause, can revoke or modify the Flexible Work Place at any time.

8.15 MENTAL HEALTH LEAVE (POLICE DEPARTMENT)

Mental Health Leave for licensed Peace Officers is intended to provide full-time Peace Officers who experience a traumatic event that occurs while on duty,time away from work to receive assistance in dealing with the event that was experienced.

The following are examples that may be considered a traumatic event. As these examples will not encompass all traumatic events Peace Officers may potentially encounter, the Sheriff will evaluate requests for leave under this policy to determine if Mental Health Leave is applicable.

1. Officer involved shooting.
 2. Vehicle crash involving serious injury or death to an officer or citizen.
 3. Officer being the victim of a felonious assault.
 4. Death of a coworker.
 5. Death or serious injury to someone in custody of officer.
 6. Severe trauma or death of a child.
 7. Homicide Scenes.
 8. Incident involving multiple deaths and/or injuries (natural disaster or terrorist attack).
- a) Peace Officer Mental Health Leave provides paid leave for up to 3-eight hour shifts from work, per traumatic event that occurred while on duty, in order for the Peace Officer to seek professional treatment for the handling of the traumatic event in which they were involved.
- b) The Peace Officer will contact the Sheriff of the department and request the use of the leave in order to obtain mental health assistance. The Sheriff may consult with the City Administrator or City Secretary prior to granting the Leave.
- c) Based upon the information provided to the department administration after the event, Mental Health Leave will be granted if ordered by a mental health professional or the Sheriff/designee.
- d) Mental Health Leave hours will be recorded on the timesheet as regular hours, to provide anonymity. However, the City will keep requests to take mental health leave and any medical information related to mental health leave under this policy confidential to the extent allowed by law and separate from the employee's general personnel file. The agency cannot guarantee anonymity of information that is otherwise public or necessary to carry out the agency's duties under the law.
- e) Mental Health Leave provides that Peace Officers will continue to be eligible for all employment benefits and compensation, including continuing their leave accrual, pension benefits and eligibility for health benefit plan benefits for the duration of the leave. While on paid Mental Health Leave, the Peace Officer will not be required to use any other paid leave type (vacation, sick, holiday, compensatory time).
- f) An employee on Mental Health Leave may not work a second job, including self-employment or participate in volunteer work.
- g) If additional time off is needed employees may apply for a Leave of Absence or other leave as authorized under the personnel policies.

- h) If a Peace Officer is off work due to Mental Health Leave and the employee qualifies for family and medical leave, it will run concurrently with the Mental Health Leave.
- i) Following use of Mental Health Leave, the City may require a Peace Officer to undergo a psychological examination, by a professional of the City's choosing, to determine fitness for continued employment, as may be necessary in order for the City to provide a reasonable accommodation and as otherwise permitted in accordance with applicable laws.

9.00 HOLIDAYS

9.01 GENERAL POLICY

In an effort to allow employees to spend more time with their families, the City of Mount Vernon traditionally observes selected holidays. In order to qualify for holiday pay, an employee must work the scheduled workday immediately preceding or immediately following each holiday. Late start or early quits may not exceed 59 minutes without prior approval from the supervisor.

The holidays which are celebrated include:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. The Friday after Thanksgiving
12. Christmas Day
13. (and the day before or after Christmas)
14. Any other day's as may be declared by the city council.

Holiday pay will be based on the employee's base wage. For example, employees working eight (8) hour days will be paid for eight (8) hours of holiday pay.

9.02 WORK DURING HOLIDAYS

Employees requested to work on a holiday will receive, in addition to holiday pay, one and one-half times their regular hourly rate for actual hours worked. Employees who are scheduled to work a holiday and fail to do so will not be entitled to holiday pay unless the absence is justified in the opinion of the city.

9.03 HOLIDAYS FALLING ON NON-WORKDAYS

This section applies to employees who work on shifts other than Monday through Friday. Whenever a legal holiday on the current year's list of approved holidays falls on a regular employee's regular day off and the employee does not work that day, he or she will (1) be provided with an alternate holiday on what would otherwise have been a regular workday for the employee, or (2) be paid his or her regular salary amount for the pay period involved plus eight additional hours for the holiday.

9.04 HOLIDAY DURING VACATION

If an official holiday falls within a regular employee's vacation, the employee will be granted the holiday and not charged for a day of vacation.

10.00 HEALTH AND SAFETY**10.01 SAFETY POLICY**

It is the policy of the city to make every effort to provide healthful and safe working conditions for all of its employees.

10.02 EMPLOYEE RESPONSIBILITIES AND REPORTS

Employees are responsible for conducting their work activities in a manner that is protective of their own health and safety, as well as those of other employees.

Supervisors are responsible for ensuring that all employees wear safety gear appropriate for their jobs, including safety goggles, ear plugs, safety hats, reflective vests, and steel-toed shoes.

After consultation with the department head, a supervisor may require an employee to obtain a medical evaluation of his or her ability to operate equipment or vehicles safely. Such a medical evaluation may be required only if a supervisor has a reason to believe that an employee is incapable of safe operation of assigned equipment or vehicles due to employee's medical condition. The city will pay for required medical evaluations.

An employee must report every on-the-job accident, no matter how minor, to his or her supervisor immediately. The supervisor reports the incident to the city secretary, who in turn notifies the city administrator and the city's workers' compensation insurance carrier.

The following rules are designed to promote the safety and wellbeing of city employees and are to be observed by employees at all times:

- No employee may engage in horseplay, wrestling, or practical joking while on duty or operating city equipment;
- Employees should maintain awareness of potentially dangerous situations that may cause injury to themselves, fellow employees, or the public;

- Employees must report immediately to their supervisors any conditions that in their judgment threaten the health or safety of employees or the public;
- An employee who is unable to perform his or her duties safely due to illness must promptly notify his or her supervisor; and
- Employees must immediately seek proper first aid treatment for all on-the-job injuries, including minor injuries, and must immediately report all injuries to their supervisor unless emergency circumstances exist.

Failure to report an on-the-job injury, no matter how minor, may result in disciplinary action.

10.03 EMPLOYEE SUGGESTIONS

Employees are encouraged to make suggestions to their supervisors for improvements that would make the city workplace safer or more healthful.

10.04 ON-THE-JOB INJURIES

Insurance. The city provides workers' compensation insurance for all of its employees. This insurance provides medical expenses and a weekly payment if an employee is absent from work because of a bona fide, on-the-job, work-related injury for more than one week. All workers' compensation insurance claim forms must be submitted to the office manager immediately for appropriate action to be taken. (*Legal reference: Workers' Compensation Act, V.T.C.A. Labor Code, Title 5, Subtitle A.*)

Medical Attention. An employee who sustains a bona fide, on-the-job, work-related injury may seek medical attention from the medical facility or professional of his or her choice. The city encourages employees to return to work as soon as they are able to do so. An employee returning to work **must submit a physician's statement of medical condition and release to return to work**, following loss of time accident. As determined by the city administrator, at the city's expense, an employee may be required to submit to examination by an independent physician. (*Legal reference: Workers' Compensation Act, V.T.C.A. Labor Code, Title 5, Subtitle A.*)

Statutory Benefit Compensation. Employees who sustain an injury at work may be eligible to receive benefits prescribed by the Texas Workers' Compensation Act. These benefits include compensation payments, medical care as reasonably required to cure and relieve the effects of the injury or occupational disease(s), and/or death benefits.

Workers' compensation benefits are subject to a seven-calendar-day waiting period. After 28 calendar days of lost time, the seven-day waiting period will be paid retroactively under workers' compensation.

Exclusion. Injuries caused by willful intent and attempt to injure self or to unlawfully injure another, intoxication, horseplay by the injured employee, an act of God except in certain

limited circumstances (i.e., assigned to official duty during a tornado, lightning storm, etc.), or an act of a third party for personal reasons are excluded specifically from coverage by injury leave with pay. Workers' compensation fraud is a crime (misdemeanor or felony, depending upon the dollar value of the benefits received) punishable by fines and/or jail time.. (*Legal reference: Workers' Compensation Act, V.T.C.A. Labor Code, Title V, Subtitle A.*)

Initiation of Injury Leave. An employee who is put on leave for a bona fide, on-the-job, work-related injury will be provided with a copy of the city's policy on "On-the-Job Injuries" prior to or as soon after the beginning of the leave as is feasible. Injury leave begins on the first scheduled workday of absence due to on-the-job injury and continues until the employee returns to work, his or her eligibility expires, or the employee is removed from injury leave coverage by the city administrator.

Compensation. If an employee sustains a bona fide on-the-job, work-related injury which renders him or her unable to performing the duties of the job, that employee must file a workers' compensation claim and will receive such workers' compensation payments as authorized under state statute.

Employees who are injured and miss less than or equal to seven days of work because of the injury will be paid on the basis of earned sick leave. If an employee does not have any earned, accrued sick leave, the time off will be unpaid, or the employee may substitute vacation time, if any.

If an employee sustains a bona fide on-the-job, work-related injury that causes him or her to miss more than seven days of work, the city will provide salary continuation benefits in an amount equal to the difference between the employee's regular compensation and the workers' compensation benefits.

At no time will the combined total of the city's salary continuation compensation and the workers' compensation insurance benefits exceed the employee's regular salary. Should an employee receive benefits that, when combined with the city's salary continuation compensation, exceed his or her regular salary, the employee must return the excess city salary continuation compensation. Failure to do so may result in disciplinary action and/or forfeiture of salary continuation compensation.

The city's salary continuation compensation program will extend for a maximum period of 90 days, beginning on the eighth day of absence for a particular injury. At the conclusion of the 90-day period, the employee may begin to use any remaining accrued leave balances. If the employee does not have any unused leave on the books, the employee will receive only workers' compensation payments.

An employee receiving workers' compensation payments does not accrue vacation or sick leave and is not entitled to receive holiday pay.

Continuation of Group Medical Insurance for Employee and/or Dependent. To continue medical insurance for the employee and/or the employee's dependent(s) while the employee is on injury leave and no longer receiving a regular city paycheck, the city will continue to pay the city's portion of the employee's medical insurance for a period of time not to exceed one year following the employee's injury. During this time period the employee must remit to the city, in a timely manner each month, the amount necessary to cover the portion of the employee's insurance premiums that would have been deducted from the employee's paycheck if the employee were still receiving a regular paycheck. Thereafter, the employee must pay both the employee's and the city's portions of these insurance premiums to the city on the schedule established by the city secretary in order to maintain coverage.

Reporting Requirements. While on leave because of a bona fide, on-the-job, work-related injury, each time the employee sees the physician for consultation or treatment, he or she must provide a progress report to the supervisor, who will forward the information to the department head, city administrator, and city secretary. Any change in the employee's condition, which might affect his or her entitlement to workers' compensation payments, must also be reported to the supervisor. In addition, the injured employee must contact his or her supervisor at least once every two weeks to report on his or her condition. Failure to provide the required medical status reports or to contact the supervisor on the schedule required by the city may result in revoking the employee's leave and may result in disciplinary action.

Duration of Injury Leave. The maximum duration of injury leave is one year unless the city administrator expressly authorizes an extension.

Requests for extension may be authorized after careful review by the city administrator, in no more than three-month increments. Any extension(s) must be reported to the city council.

Termination of Injury Leave. Injury leave with pay may be terminated at any time without prior notice. After consultation with the city attorney, the city administrator will terminate the injury leave upon receipt of evidence that the employee, while able to return to work, has not done so.

Return to Service. A written statement from an appropriate physician certifying that the employee has been released to return to work and specifying the type(s) of work he or she is capable of performing, as well as any limitation(s), must be received by the city before an employee may return to work. All employees on injury leave must return to work after approval of either the employee's attending physician or an independent physician paid by the city. Failure to return to work when directed will result in appropriate disciplinary action, up to and including termination.

The employee's supervisor must notify the city secretary upon the employee's return to duty so that the city may resume record keeping for purposes of payroll, benefits, leave, and length-of-service accruals.

Temporary Light Duty Status. During the course of an on-the-job injury leave of absence, if an employee is released by his or her physician for light duty, the employee's job or alternative job assignment(s) will be evaluated to determine whether a position is available in which the city can use the employee's limited services for a temporary period of time. If no acceptable light duty assignment can be found, the employee will be placed on inactive status until released by the physician to return to his or her previous job.

An employee who is able to return to work in light duty status is a temporary employee and may be required to work in a different department and perform duties not contained within his or her current job duties. A light duty assignment cannot exceed 90 days.

Inactive Status. The city may place an employee on injury leave on inactive status:

1. At any time that a city department head, in consultation with the city administrator, determines that it is a business necessity to hire a temporary replacement for an employee on injury leave; or
2. When an employee on injury leave is unable to return to regular duty for a total of six months, unless an extension of injury leave is expressly authorized by the city council.

When an employee on injury leave is placed on inactive status, the employee's department head is free to hire or promote a temporary replacement.

Temporary replacements may be used for a period of six months. If, at the end of that six-month period, the injured employee remains unable to return to work, the temporary replacement may become a regular employee. The injured employee will remain on the city's records in an "inactive" status (not terminated) for the duration of the approved injury leave.

When the injured employee has reached maximum recovery, the city will consider the employee for employment in a capacity for which the employee is qualified, if a position is available.

Total Disability/Retirement. A determination of total disability may be rendered at any time during the course of the occupational disability or injury leave. Upon such a determination, the director of finance will make the necessary arrangements for an eligible employee's retirement under the "disability retirement" clause of the coverage provided by the city's retirement plan.

Reasons for Termination of Injury Leave Benefits. An employee will forfeit all rights to injury leave benefits to which he or she would otherwise have been entitled, and may be subject to disciplinary action, for the following reasons:

1. Engaging in work, either part-time or full-time, and either for pay or as a volunteer, for or behalf of the employee or any other person or employer, while receiving injury leave benefits and workers' compensation payments;
2. Resigning from employment with the city for any reason while receiving injury leave benefits and workers' compensation payments;
3. Termination of employment for any reason;
4. Failure or refusal to comply with or follow the treating physician's instructions, including disregarding or violating the treating physician's instructions;
5. Refusal to perform light, partial, or part-time duty offered by the city when authorized to do so by the treating physician;
6. Refusal to accept or perform a different job with the city that is , in the opinion of the employee's treating physician, within the employee's physical capacity and for which the employee is qualified and/or trained;
7. Falsification or misrepresentation of the employee's injured condition, physical capacity, or disability while receiving injury leave benefits and workers' compensation payments;
8. Refusal to return to duty on the workday on which the employee has been released by the treating physician; or
9. Failure to keep the city informed of his or her injury status every two weeks.

Final Release or Settlement. At the time of final release or settlement of a workers' compensation claim, the employee must furnish the city with a certificate from the employee's physician stating that the employee is able to return to work. The certificate must also specify any limitation(s) on the employee's physical condition and the estimated duration of the limitation(s).

The city will then evaluate the employee's physical condition and determine whether he or she can perform the duties of the job previously held. If (a) the employee cannot perform his or her previous duties, or (b) no vacancy exists, or (c) no other suitable position is available, and (d) a reasonable effort has been made to place the employee in a suitable position, then he or she will be separated and paid accrued benefits.

If the employee is separated from city employment at this point, the city administrator or his or her designee will:

1. Send him or her a certified, return receipt requested, letter, as well as a letter by regular mail;

2. Explain the circumstances, outlining the reasonable effort made to place the employee in a suitable position; and
3. Inform the employee that he or she has been separated from city employment and that he or she will be mailed a final paycheck, if applicable, for any accrued and payable leave benefits.

Privacy Protection. The privacy of individuals' personal health information in the form of medical records and other information will be protected in all transmittals to and from insurance carriers and health care providers. In addition, city department heads and officials will protect the privacy of individuals' personal health information: any conversations regarding an employee's medical condition or status will be held only with city personnel with a need to know the information, and only in locations where the conversation may not be overheard. (*Legal reference: Health Insurance Portability and Accountability Act of 1996.*)

11.00 DRUG AND ALCOHOL ABUSE

11.01 DRUG-FREE WORKPLACE

The following policy has been adopted to implement the city's desire to establish itself as a Drug-Free Workplace. In all instances where reference is made to alcohol, drugs, or other controlled substances, the references include inhalants.

1. All employees of the city are hereby notified that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcoholic beverage is prohibited in the workplace of the city and while officially representing the city off premises. Employees who violate this policy will be subject to immediate disciplinary action up to and including termination.

As a part of discipline and as a condition of continued employment, an employee may be required to obtain substance abuse education, substance abuse counseling, and/or enter and complete a substance abuse treatment program.

2. The city has established a drug-free awareness program providing:
 - information about the dangers of drug and alcohol abuse in the workplace;
 - the city's policy of maintaining a drug-free and alcohol-free workplace;
 - information about available drug and alcohol counseling and rehabilitation; and
 - information about the penalties that may be imposed on employees for drug or alcohol abuse violations occurring in the workplace.
3. Each employee of the city will be furnished a copy of this policy, as well as the city's complete drug/alcohol testing policy. Employees will be asked to sign an acknowledgment form indicating that they have received a copy of the drug/alcohol testing policy.
4. All employees of the city will abide by the terms of this policy and will notify the city of any drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
5. The city will notify any funding agency which requires notification within 10 days after receiving notice under the above paragraph from an employee or otherwise receiving actual notice of such conviction.
6. Any employee so convicted will be subject to disciplinary action up to and including immediate termination.

7. The city will make a good faith effort to continue to maintain a drug-free and alcohol-free workplace through the implementation of this policy and any Drug and Alcohol Abuse Policy.

(Legal reference: V.T.C.A. Labor Code, Chapter 411, Subchapter G.)

11.02 PURPOSE OF DRUG TESTING PROGRAM

The purpose of this policy is to ensure a safe working environment and to protect the health and safety of the public by requiring that employees and applicants be free from drug dependence, illegal drug use, and drug abuse.

The intent of the policy is as follows:

1. To provide clear guidelines and consistent procedures for handling incidents of employees' use of alcohol, drugs, or controlled substances that affect job performance, and to make every effort to institute and maintain a drug-free workplace;
2. To ensure that employees conform to all state and federal regulations regarding alcohol, drugs, or controlled substances; and
3. To provide substance abuse prevention education for all employees.

11.03 GENERAL POLICY

City employees shall not take any narcotic or dangerous substance unless prescribed by a person licensed to practice medicine. Any statutory-defined illegal use of drugs by an employee, whether during or outside city employment hours, will not be tolerated.

City employees who have a reasonable basis to believe that another employee is illegally using drugs or narcotics must report the facts and circumstances immediately to their supervisor.

Failure to comply with the intent or provisions of this policy may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow this general policy will result in immediate relief from city duties pending disposition of any administrative personnel action.

If a covered employee fails a drug or alcohol test, the city may terminate the employee immediately, in which case the city will inform the employee where he/she can get help. *(U.S. Department of Transportation 49 CFR Part 382, Subsection 382.605.)*

11.04 DRUG AND ALCOHOL TESTS

Employees who operate vehicles or equipment that require possession of a commercial driver's license or who occupy safety sensitive positions are subject to five types of testing for both drugs and alcohol: pre-employment, post-accident, random, reasonable suspicion,

and return to duty. All other city employees are subject to four types of testing: pre-employment, post-accident, reasonable suspicions, and return to duty.

Pre-Employment Testing. The city performs pre-employment drug/alcohol tests on all new employees, after extending a conditional offer of employment, but prior to the first day of work. In addition, the city must and will request the results of U.S. Department of Transportation (DOT) drug tests from previous employers for employees required to hold a commercial driver's license.

Post-Accident Testing. The city acting through its duly authorized representative may require persons who have been involved in accident involving bodily injury to themselves or others or property damage in excess of \$100.00 to submit to a drug testing.

Reasonable Suspicion Testing. All supervisors of covered employees are required to attend two hours of U.S. Department of Transportation-approved training in how to identify the symptoms of drug and alcohol abuse. If a supervisor believes a reasonable suspicion exists that an employee under his or her supervision is abusing alcohol or drugs, the supervisor must obtain the concurrence of the department head or the city administrator, or in both of their absences, of one other department head, before sending an employee to be tested.

Return-to-Duty Testing. Before an employee is allowed to return to duty after having been sent home or suspended as a result of a drug or alcohol test, he or she will be tested for illegal drugs and alcohol and must be found to be drug and alcohol free. In addition, an individual randomized drug-testing schedule will be developed for the employee or driver for a time period not to exceed 60 months.

(Legal references: U.S. Drug-Free Workplace Act of 1988, as amended; Texas Workers' Compensation Commission Act, V.T.C.A. Labor Code, Chapter 411, Subchapter G; Omnibus Transportation Employee Testing Act of 1991, and U.S. Department of Transportation 49 CFR Part 382.)

11.05 SEARCHES

The city reserves the right to make general or random searches of city property, such as city vehicles, lockers, closets, and desks, for alcohol, prohibited drugs, drug paraphernalia, explosives, and all types of prohibited weapons and knives without the consent of the employee.

The use of privately owned padlocks or other locking mechanisms for city property is prohibited. If an employee does use a privately owned padlock or other locking mechanism on any city property, the city may remove it at any time, and the employee will not be entitled to any reimbursement for damage to the mechanism. The use of any privately owned padlock or other locking mechanism for city property does not create an expectation of privacy with regards to any contents within the locked city property.

Any materials brought into the workplace, such as personal effects, briefcases, vehicles, and so on, may be subject to search at any time if a reasonable suspicion exists that alcohol, prohibited drugs, drug paraphernalia, explosives, and any type of prohibited weapons or knives may be found. If the employee is available, he or she will be asked to consent to the search. If the employee does not consent, any attempt to conduct a search of materials brought into the workplace will not be continued. However, the employee's refusal to cooperate will be noted in his/her employee file, together with a statement that reasonable suspicion existed to conduct the search. No search of materials brought into the workplace will be conducted in the employee's absence.

Any search will be conducted as privately as possible, involving only persons with a need to know and only with the authorization of the supervising department head or his or her designee.

If illegal paraphernalia is found, it will be confiscated, and the employee will be subject to appropriate disciplinary action, up to and including termination, as well as criminal prosecution, if appropriate.

12.00 USE OF AND ACCOUNTABILITY FOR CITY EQUIPMENT AND PROPERTY

12.01 GENERAL POLICY ON CITY EQUIPMENT AND PROPERTY

The city attempts to provide each employee with adequate tools, equipment, and vehicles for the job being performed, and expects each employee to observe safe work practices and safe and courteous operation of vehicles and equipment in compliance with all applicable regulations. Employees must wear safety belts at all times while operating equipment.

12.02 USE OF TOOLS, EQUIPMENT, PROPERTY AND VEHICLES

City property, materials, supplies, tools, equipment, and vehicles are purchased with taxpayer funds and are intended for use in the operations of the city. Employees who are assigned tools, equipment, vehicles, or any other city property are responsible for them and for their proper use and maintenance. Repairs to vehicles must be done in accordance with city purchasing policies.

City computers and computer software are to be used for city business. No software other than software approved by the city administrator or individual department heads may be kept on a city computer. This limitation on software is to avoid software that may interfere with the operation of the city's computer systems or may contain computer viruses that could cause operational problems or the loss of city data. Access to the Internet through city computers is to be used for city and departmental business only.

City property, including facilities, desks, files, lockers, vehicles, and computers, is subject to inspection and removal of illegal or unauthorized items. There is no expectation of privacy.

No personal or partisan political use of any city property, materials, supplies, tools, equipment, or vehicles is permitted. However, if an employee is on-call and subject to receive an emergency call, the employee may use a city vehicle for reasonable personal use in order to ensure prompt response to a call. The only passenger(s) permitted in a city vehicle at any time are those persons who have an official city business reason to be in the vehicle.

An employee may drive a city owned vehicle home under the following conditions:

1. An employee is at least at department head level and lives within the Mount Vernon city limits with the approval of the city administrator.
2. Drivers of emergency response vehicles (police department), at the supervisory level, who live within a twenty (20) minute radius of the City limits for commuting to and from their primary residence, shall be allowed take home vehicles at the discretion of the chief of police, with the approval of the city administrator.

If an employee is in doubt about a circumstance, he or she must check with the department head before proceeding. Violations of this policy may result in termination and possible prosecution.

12.03 VALID DRIVER'S LICENSE

Operators of city vehicles and equipment are required to have the valid State of Texas driver's license necessary for legal operation of that vehicle, and are required to keep supervisors informed of any changes in status of the license. Department heads or supervisors will periodically check the driving records of employees who operate city vehicles. Failure to maintain a safe driving record may result in dismissal or reassignment. An employee may be required to participate in a defensive driving course if the employee is cited with a moving violation. Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or equipment operator will result in dismissal or reassignment.

12.04 VEHICLE INSURANCE

The city maintains up-to-date insurance coverage on vehicles owned by the city. Employees who drive a personal vehicle on city business are required to maintain up-to-date insurance coverage and to provide the director of finance with proof of automobile liability insurance as required by the State of Texas. Failure to do so is grounds for disciplinary action, up to and including termination.

12.05 ACCIDENT REPORTING

An employee involved in an accident while operating city equipment or vehicles during working hours must report the accident and any injury to persons or any property damage to his or her supervisor and city administrator and to the police department immediately, or, in the case of injury to the employee, as soon as the employee is able. This policy includes all city vehicles including police vehicles.

Each vehicular accident, no matter how minor, must be reported to the police department so that an official accident report can be filed. Employees involved in accidents shall be required to submit to a drug and alcohol test immediately following the accident. Refusal to submit to the drug and alcohol test will result in disciplinary action up to and including termination.

A copy of each accident report involving city equipment or vehicles must be forwarded to the city administrator by the police department as soon as the police report is completed. In cases where an accident involves a police vehicle, the police department will request the Texas Department of Public Safety to conduct an investigation of the accident and file an official accident report with the city administrator and chief of police. A copy of the accident report will also be filed with the office manager for placement in the personnel file of the employee involved in the accident.

13.00 DISCIPLINE

13.01 GENERAL

Employees of the city serve “at will” and, within the requirements of state and federal law regarding employment, can be dismissed at any time, with or without notice, for any reason not in conflict with state or federal law or for no reason. Some of the actions that may result in discipline include, but are not limited to, the following:

- Insubordination;
- Absence Without Leave or Excessive Absence including absence without permission, failure to notify a supervisor of sick leave, and repeated tardiness or early departure;
- Endangering the Safety of the Employee and/or Other Persons through negligent or willful acts;
- Possession or Use of Alcohol or Illegal Drugs while on duty or in a city vehicle;
- Alcohol or Drug Abuse which may affect the performance or safety of the employee or other persons;
- Involvement with Alcohol or Drugs in the workplace in violation of the city’s “Drug Free Workplace Policy”;
- Unauthorized Use or Theft of Public Funds or Property;
- Conviction of a felony, or class A or B misdemeanor;
- Conviction of Official Misconduct, oppression, or perjury;
- Falsification of Documents or Records;
- Unauthorized Use of Official Information or unauthorized disclosure of confidential information;
- Unauthorized or Abusive Use of Official Authority;
- Violation of the Sexual Harassment Policy;
- Incompetence or Neglect of Duty;
- Disruptive Behavior which impairs the performance of others;

- Failure to Observe the City's Policies Regarding Communications With the Public (see **Communications** section in **Employee Responsibilities** chapter); or
- Other Violation of the Requirements of These Personnel Policies, or of any departmental policies not in conflict with these policies;

13.02 PROGRESSIVE DISCIPLINE

The city administrator may take disciplinary action, including termination, against an employee at any time. The severity of the discipline depends upon the nature of the infraction. The city **may**, but not necessarily will, use a progressive discipline system.

While the disciplinary steps may not occur in this order, the progressive discipline includes, but is not limited to, any or all of the following:

- Oral Warnings, with records of each warning maintained by the appropriate department head;
- Conference with Supervisor and Department Head, and employee, with a written summary of the conference, prepared by the supervisor, one copy of which is given to the employee, and another copy of which is placed in the employee's personnel file;
- Written Reprimands, which the department head must in all cases cause to be transmitted through the office manager to the employee's personnel file;
- Probation (not to exceed 90 calendar days), during which time the employee's performance and behavior will be monitored very closely by the supervisor;
- Reduction in Pay without demotion;
- Suspension from duty, with or without pay, for up to 30 days and renewable after informal review of the circumstances;
- Demotion; and/or
- Separation by involuntary dismissal.

Disciplinary actions other than oral or written warnings require the advance approval of the city coordinator, normally in consultation with the city attorney, unless an emergency situation exists. Terminations require the approval of the city council. Any written notice of disciplinary action will be included in the employee's personnel file.

For additional information regarding procedures to be followed if the discipline results in separation by involuntary dismissal see the following sections of this manual relating to **Separations**.

13.03 SUSPENSION FOLLOWING INDICTMENT

Any employee, who is formally charged by indictment or information with a felony offense, or a misdemeanor involving moral turpitude, may be indefinitely suspended by the City Administrator without pay, pending final disposition of such formal charges. In the event such employee is convicted of such crime, either by entering a plea of guilty or nolo contendere to this crime or the a lesser offense, or by trial to a judge or jury, he/she may be discharged from employment by action of the City Administrator.

The Department Head must provide notification of suspension without pay in writing to the employee with a second line signature for the City Administrator.

14.00 SEPARATIONS

14.01 TYPES OF SEPARATIONS

All separations of employees are designated as one of the following types:

- Resignation;
- Abandonment of Position;
- Retirement;
- Reduction in Force;
- Dismissal;
- Disability; or
- Death.

14.02 RESIGNATION

A resignation occurs when an employee notifies his or her department head, either orally or in writing that the employee does not intend to continue working for the city. Once an employee has resigned, either orally or in writing, the department head will acknowledge the resignation immediately in writing and forward the paperwork to the city administrator.

An employee who intends to resign is requested to notify his or her department head in writing at least 10 working days prior to the last day of work. The department head is responsible for notifying the city coordinator immediately. Supervisory level employees must give at least 15 working day's notice to the city administrator.

14.03 ABANDONMENT OF POSITION

Unauthorized absence from work for a period of two consecutive working days may be considered by the city coordinator as a resignation. Unless the city administrator determines otherwise, the employee is not eligible for reemployment.

14.04 RETIREMENT

The same notice requirements for resignation apply in the case of retirement except that a longer period of advance notice may be required to start retirement payments promptly.

See the Texas Municipal Retirement System's information guide for additional information on retirement.

When an employee retires from city employment as allowed under the Texas Municipal Retirement System guidelines and has been credited with 20 years of continuous service with the city at the time of retirement, the city will compensate the employee for accrued sick leave up to a maximum accrual of 50 days.

14.05 REDUCTION IN FORCE

An employee may be separated when his or her position is abolished, or when there is either a lack of funds or a lack of work.

When reductions in force are necessary, decisions on individual separations will be made after considering:

1. The relative necessity of each position to the organization,
2. The performance record of each employee,
3. Qualifications of the employee for remaining positions with the city, and
4. The employee's length of service with the city.

Employees who have been laid off may reapply to the city for another position. Qualified former employees will be given priority consideration in the event of a vacancy.

When a regular employee who has been employed by the city for 12 continuous months is dismissed as a result of a reduction in force, he or she will be given a minimum of two weeks' written notice and paid in full to the time of discharge including accrued benefits. In addition, the city department head will attempt to guide the employee to any available, suitable job openings in the area for which the employee qualifies.

14.06 DISMISSAL

The city operates under the legal doctrine of “employment-at-will” and, within requirements of state and federal law regarding employment, can dismiss an employee at any time, with or without notice, for any reason not in conflict with state or federal law or for no reason. The city will attempt to ensure that employee dismissals are not made in an arbitrary and capricious manner; however, these personnel policies do not constitute or imply a contract, agreement, promise, or guarantee of employment or of continued employment. The city has the right to change these policies at any time, without prior notice to employees.

The city administrator must approve all dismissals and the city mayor and city council must be consulted on any prospective termination. In addition, the city administrator’s signature is required on all personnel action forms involving dismissal.

14.07 DISABILITY

In cases of long-term disability during which an employee is unable to return to work for a period of time that would cause an undue hardship for the city to hold the position open, and if no position is available which the employee could perform with a reasonable accommodation by the city, the employee will be separated from employment with the city. (*Legal reference: U.S. Americans with Disabilities Act of 1990.*)

See chapter of these policies on **Health and Safety** for details on occupational disability resulting from bona fide, on-the-job, work-related injuries.

14.08 DEATH

If a city employee dies, his or her estate receives all pay due and any earned and payable benefits as of the date of death.

14.09 EXIT INTERVIEWS AND RECORDS

Whenever possible an exit interview is conducted with a departing city employee, especially in instances of voluntary resignation. The exit interview record is important and may be instrumental in determining the city’s liability, or lack of liability, for unemployment insurance costs.

14.10 CONTINUATION OF GROUP INSURANCE

The federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA) allows certain individuals the option of continuing their group health insurance, at the individuals' full expense, under specific conditions. The following is a summary of the benefits provided under COBRA.

Eligible Employee. To be eligible for continuation coverage, an individual must be an employee of the city covered by the city's group health plan or an individual who is otherwise covered under the plan.

Eligible Circumstance. An eligible employee has the right to choose continuation coverage if he or she loses group health coverage because of a reduction in his or her hours of employment or the termination of his or her employment (for reasons other than gross misconduct on the employee's part).

The spouse of an employee or other worker covered by the city's group health plan has a right to choose continuation coverage if he or she loses coverage under the city's group health plan for any of the following reasons:

1. The death of the employee;
2. Termination of the employee (for reasons other than gross misconduct);
3. Divorce or legal separation from the employee; or
4. The employee applies for and becomes entitled to Medicare.

The dependent child of an employee or other worker covered by the city's group health plan has a right to choose continuation coverage if he or she loses coverage under the city's group health plan for any of the following reasons:

1. The death of a parent;
2. The termination of a parent's employment (for reasons other than gross misconduct), or reduction in a parent's hours of employment with the city;
3. Parents' divorce or legal separation;
4. A parent applies for and becomes entitled to Medicare; or
5. The dependent ceases to be a "dependent child" under the city's group health plan.

Notice. Under COBRA, the covered worker or family member has the responsibility to notify the plan administrator of a divorce, legal separation, or a child losing dependent status under the city's group health plan within 60 days of the event or within 60 days of the date on which coverage would be lost because of the event. The City of Mount Vernon has the responsibility to notify the plan administrator of the covered worker's death, termination of employment, reduction in hours, or entitlement to Medicare.

When the plan administrator is notified that one of the above events has occurred, he or she will notify the covered worker or family member that he or she has the right to choose continuation coverage. The covered worker or family member then has at least 60 days from the date on which he or she would otherwise lose coverage to inform the plan administrator that he or she wants continuation coverage. If the covered worker or family member does not choose continuation coverage, group health insurance coverage will end. If the covered worker or family member chooses continuation coverage, The City of Mount Vernon will provide coverage that, as of the time that coverage is being provided, is identical to the coverage provided under the insurance plan to similarly situated employees or family members.

Limitations and Extensions. Continuation coverage is limited to 36 months, unless the covered worker or family member lost group health coverage because of a termination of employment or reduction in hours. In that case, the continuation coverage period is 18 months. The 18-month period may be extended to 36 months if other events (e.g., divorce, legal separation, death, or Medicare entitlement) occur during that 18-month period. Moreover, the 18-month period may be extended for an additional 11 months (for a total of 29 months) if an individual is determined to be disabled (under the rules for Social Security disability benefits) and the plan administrator is notified of that determination within 60 days. An individual who receives the extended coverage due to a disability must notify the plan administrator when it is determined (for the purposes of Social Security disability benefits) that the individual is no longer disabled.

Continuation coverage may be cut short of the full coverage for any of the following reasons:

1. The city no longer provides group health coverage to any of its employees;
2. The premium for continuation coverage is not paid;
3. The covered worker or family member becomes eligible for Medicare;
4. There has been a final determination that the covered employee or family member is no longer disabled (in the case of beneficiaries who qualified for the extra 11 months of continuation coverage based on their disability at termination); or

5. The covered worker or family member becomes covered under another group health plan that does not contain any provision restricting or limiting coverage of a “preexisting medical condition.”

An individual does not have to show that he or she is insurable to choose continuation coverage. A minimum 30-day “grace period” will be allowed for the covered worker or family to pay regularly scheduled premiums. At the end of the continuation coverage period, the covered worker or family member will be allowed to enroll in an individual conversion health plan provided by the current health plan.

(Legal reference: U.S. C.O.B.R.A. of 1985; Health Insurance Portability Act of 1996; and ERISA Technical Release No. 96-1.)

Employees can obtain additional information on this subject from the director of finance.

14.11 CALCULATION OF TERMINATION PAY

Employees who are separated from employment with the city will normally be paid on the next regularly scheduled payday. A regular employee who has completed at least one year of continuous service will be paid for unused vacation leave, up to the limit established by these policies.

Unused sick leave will be canceled upon termination of employment, and the employee will not be compensated for it. (See **Retirement** section of these policies for employee retirement exception.)

Payment for such leave balances will be included in the employee’s final paycheck and will be calculated in the following manner:

- The total work time and allowable vacation and compensatory leave time will be calculated as a total number of hours for which compensation is due. The employee’s regular hourly rate will be determined for most employees by dividing the employee’s regular annual salary by 2,080 working hours per year. Police officers’ regular hourly rate will be determined by dividing their regular annual salary by 2,236 working hours per year.
- For employees who are subject to the Fair Labor Standards Act (FLSA), any overtime hours worked during the employee’s final pay period which have not been compensated through either of the time-off methods described under “**Overtime Worked**” section in these policies, will be paid in the final paycheck at a rate of one and one-half times the employee’s regular hourly rate for each overtime hour worked.

15.00 GRIEVANCES

15.01 POLICY

It is the policy of the city, insofar as possible, to prevent the occurrence of grievances, and to deal promptly with those that occur. No adverse action will be taken against an employee for reason of his or her exercise of the grievance right.

A regular employee may file a grievance on one or more of the following grounds:

- Improper application of rules, regulations, and procedures (but not the rules, regulations, and procedures themselves);
- Unfair treatment;
- Illegal discrimination based on race, religion, color, sex (including sexual harassment), age, disability, or national origin;
- Improper application of fringe benefits; or
- Improper working conditions.

The city follows a grievance procedure which ensures the employee due process in the city's consideration of his or her work-related grievances: the right to be represented, the right to mount a defense, and the right to present written response(s) regarding resolution of the grievance. Terminations, which must be approved by the city council in consultation with the city attorney, are not grievable actions.

15.02 FINAL AUTHORITY

Grievances can be appealed through the employee's supervisor to the city administrator whose decision is final. Employees in a position at the department head level may appeal the city administrator's decision to the city council if they are alleging discrimination or sexual harassment against them by the city administrator.

15.03 PROCEDURE

The following procedures are applicable to regular employees.

Informal Grievances. The first step in the grievance procedure is for the employee to attempt to resolve the grievance by informal conference with his or her supervisor. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to the employee, he or she must file a formal, written grievance.

Formal Grievances. Formal grievances must be in writing, using the city's grievance form, signed by the employee, and presented to the employee's supervisor within 10

working days after the alleged grievance occurred. A statement of the specific remedial action requested by the employee must be included in the written grievance.

An employee may be represented throughout the grievance process by another city employee of his or her choosing who has not been an employee representative in any other city grievance proceeding within the previous 12-month period.

After being presented with a written and signed grievance, the supervisor will:

1. Meet with the employee and such other persons as may be necessary to gather the facts;
2. Notify his or her supervisor and department head, who must notify the city administrator's office immediately upon learning that a grievance has been filed;
3. Attempt to resolve the grievance with the employee and, if requested by the employee, with the employee's representative; and
4. Communicate the decision to the employee in writing within 15 working days after receipt of the grievance, sending a copy of the proposed resolution to the city coordinator and the department head.

If an employee either receives no written resolution from the supervisor within 15 working days from the date on which the grievance was filed, or if the employee is not satisfied with the proposed resolution, he or she must file a written appeal with the department head within 10 working days after the time period for the receipt of a proposed resolution has elapsed. The department head will review the facts and the file; meet with the parties involved; attempt to resolve the grievance within five working days after receipt of the grievance appeal; and respond in writing to the employee within 10 working days of the date on which the appeal was received in the department head's office, sending a copy to the city administrator.

If the employee either receives no written resolution from the department head within 10 working days from the date on which the appeal was filed with the department head, or if the employee is not satisfied with the department head's proposed resolution of the appeal, the employee must file a written appeal with the city administrator within 10 working days. The city administrator will then review the facts and the file and meet with the parties involved, if deemed appropriate, before responding in writing to the employee within 15 working days of the date the appeal was received in the city administrator's office. The city administrator's decision is final, except for grievances filed by department heads, who may appeal to the city council if they are alleging discrimination or sexual harassment against them by the city administrator.

Maximum Time Periods. At each stage of the grievance process, the time periods specified are maximums. Grievances should be dealt with promptly and written

responses provided as quickly as possible, preferably within five working days in simple grievance matters.

Documentation. Copies of all documentation relating to the grievance will be forwarded to the city administrator's office immediately upon conclusion of each step in the grievance process and will be placed in the employee's personnel file.

Grievances Relating to Sexual Harassment or Discrimination. Any employee may file a grievance related to alleged sexual harassment or discrimination on the basis of race, religion, color, sex, national origin, age, or disability. The initial written grievance may, at the employee's option, be submitted directly to the city coordinator immediately. If the grievant is a city department head alleging discrimination or sexual harassment by the city administrator, he or she may file a grievance directly with the city council within 10 working days of the alleged discriminatory act. In such instances, to allow adequate time for proper investigation, the total cumulative time period which would have been allowed at the other steps in the grievance process is available to the appropriate authority before his or her written resolution of the grievance is required to be received by the employee. In all instances of alleged discrimination or sexual harassment, the city attorney will be consulted before a written resolution is provided to the grievant.

Requirement for Appeal if Dissatisfied. If the employee is dissatisfied with any proposed resolution during the grievance process, he or she must appeal to the next step within the established time period. Failure to appeal implies that the employee is satisfied with the latest resolution.

16.00 JOB (CLASS) DESCRIPTIONS AND PERFORMANCE EVALUATIONS

16.01 JOB DESCRIPTIONS

The city administrator establishes and periodically reviews an official job (class) description for each position in the city.

16.02 DISTRIBUTION

During the employee's orientation, the job description for his or her position will be (1) given to each employee; (2) reviewed by the employee; and (3) placed in the employee's personnel file along with a certification that the employee reviewed it. Each employee is also given a copy of the job description to keep.

16.03 REQUESTS FOR CLARIFICATION

In the absence of any request for clarification, each employee is considered to understand the responsibilities assigned to the position that he or she occupies.

16.04 EMPLOYEE PERFORMANCE EVALUATION

Supervisory personnel normally conduct performance evaluations of each city employee together with an evaluation interview at the end of the first full consecutive six (6) months of employment and, after that, annually. Performance evaluation records are maintained in individual employee personnel files.

The supervisor provides a copy of the evaluation form and discusses the job performance factors with the employee when he/she is hired. The supervisor completes

Consideration for annual merit increases may be based on each employee's performance as documented in the formal performance evaluations and on other documented performance-related information.

If the employee disagrees with a performance evaluation, he or she should note the disagreement in the space provided on the evaluation form.

See the paragraph in these policies on **Merit Increases** for more information.

16.05 RESPONSIBILITY OF ADMINISTRATOR/SUPERVISORS

Each Administrator/Supervisor is required to:

- A. Establish expectations so employees know what they are supposed to do and how well they are expected to do it.
- B. Provide orientation and training so that employees learn the skills and knowledge needed to perform up to standard.

- C. Provide timely feedback to ensure that employees receive the information needed to improve their performance and achieve and maintain performance expectations.
- D. Hold employees accountable for job performance through regularly scheduled documented conference. Employee representatives are not allowed in supervisory/management conferences.
- E. Completes performance evaluation to comply with City Policy and submits any comments/rebuttals by the employee in a timely manner to the Human Resource Office.
- F. Takes disciplinary action when appropriate.

16.06 RESPONSIBILITY OF EMPLOYEES

Each employee is expected to:

- A. Learn what is expected in the job.
- B. Develop job skills by attending and participating in orientation and training as required or other job opportunities.
- C. Come to work as scheduled and perform the job duties to meet the City's expectation.
- D. Inform the supervisor when there are barriers in meeting job expectations.
- E. If the employee chooses to write a rebuttal, to his/her performance evaluation, it is submitted to the supervisor within one week of receiving his/her evaluation.

17.00 PERSONNEL FILES

17.01 GENERAL

The city secretary maintains personnel records. Medical records are filed in a separate, confidential file maintained by the city secretary.

Information in an employee's personnel file is public information and must be disclosed upon request unless specific items are accepted from disclosure by law. No information from any record placed in an employee's file will be communicated to any person or organization except by the city administrator or by an employee authorized to do so by the city administrator.

Each employee may choose whether the city discloses the employee's home address and telephone number to the public on request. If a new employee does not request confidentiality within the first 14 days of employment, the home address and telephone number on file are considered public information, with the exception of police officers, whose addresses and telephone numbers are not public information. However, employees may change their election for disclosure or confidentiality at any time. A form for designating this information as confidential or public is available from the city secretary. *(Legal reference: Public Information Act, V.T.C.A. Government Code, Sec. 552.024.)*

An employee or his or her representative designated in writing may examine the employee's personnel file upon request during normal working hours at the city offices. An employee may request copies of items or materials in his or her personnel file but may not remove anything from the file.

When a supervisor requires access to the personnel file of an employee under his or her supervision for the handling of personnel matters, the city secretary will provide access to the specific file(s).

Employees must inform their supervisor of any changes in or corrections to information recorded in their individual personnel files such as home address, telephone number, person to be notified in case of emergency, or other pertinent information.

(Legal reference: Article 6252-17a, V.T.C.S.)

17.02 PERSONNEL ACTION FORM

The Personnel Action Form is the official document for recording and transmitting each personnel action to the personnel file. A Personnel Action Form must be signed by the supervisor and the city administrator and submitted to the payroll office before it becomes effective. This form is used to promote uniformity in matters affecting:

- Employment Category,

- Position Title and Classification,
- Pay Group and Rate, and
- Other Actions Affecting the Employee's Status.

Each Personnel Action Form becomes a permanent part of the employee's personnel file; a copy is given to the employee each time an action occurs.

17.03 CONTENTS OF PERSONNEL FILES

An employee's official personnel file contains all documents related to an employee's employment relationship with the city, except for medical records and I-9 forms.

I-9 forms for all city employees are filed alphabetically in a single file that is separated from individual personnel files.

An employee's personnel file does not contain information regarding an employee's medical record(s), nor does it contain any information relating to drug or alcohol testing or any other personal health information. These medical files are confidential and are not released to anyone unless a "need to know" has been clearly established. Only the city secretary has routine access to employee medical records. *(Legal reference: U.S. Americans with Disabilities Act of 1990.)*

If a "need to know" is established, the privacy of individuals' medical records and information will be protected in all transmittals to and from the entity needing the information, including insurance carriers and health care providers. *(Legal reference: Health Insurance Portability and Accountability Act of 1996.)*

17.04 LEAVE RECORDS

Official records of vacation leave and sick leave accrual and of leave usage are kept for each employee by the city secretary. Leave records are updated at the end of each pay period. Leave balances are shown on the official record to reflect any remaining leave to which an employee is entitled. Supervisors must submit a copy of an approved leave request to the payroll office for any paid leave time used by an employee under his or her supervision. The approved leave request forms must be attached to the payroll information sent to the payroll office at the end of each pay period.

18.00 PROFESSIONAL DEVELOPMENT

18.01 GENERAL POLICY

The city encourages its regular full-time employees to take advantage of educational or training opportunities and professional memberships that are related to and will enhance their performance of work with the city.

18.02 REQUIRED ATTENDANCE AT SEMINARS AND CONFERENCES

When the city requires an employee to attend any educational or training course, conference, or seminar, the city will provide the necessary time off with pay and will reimburse the employee for associated costs, including tuition or registration fees and authorized travel, meals, and lodging. When appropriate, the city may prepay registration fees, hotel costs, and/or airline or other public transportation costs directly to the entity involved. See additional information in the chapter of these policies **Travel/Expense Reimbursement**.

18.03 PROFESSIONAL MEMBERSHIPS AND SEMINARS

Subject to the prior approval of the city administrator, an employee who joins a professional association related to his or her work at the city may be reimbursed for dues and necessary travel expenses when meetings are judged to offer special training or information of value to the employee in his or her work at the city. Likewise, subject to the city administrator's prior approval, an employee may be reimbursed for conference or seminar expenses if the conference or seminar is related to his or her work.

19.00 TRAVEL/EXPENSE REIMBURSEMENT

19.01 GENERAL TRAVEL/EXPENSE REIMBURSEMENT POLICY

The policy of the city is that employees are to be reimbursed, within budgetary limitations, for necessary and reasonable job-related expenses incurred in the authorized conduct of city business, including business-related travel.

Employees must fill out a “Travel Reimbursement/Advance Request” form before initiating travel that will involve reimbursable expenses. All employees will be reimbursed based on actual expense.

All travel expenses are subject to requirements of documentation and reasonableness, and will be honored in conformance with adopted policies and procedures, provided that the travel was properly authorized and that funds are available in the department’s budget. Whenever possible, the city will prepay such expenses as registration fees, hotel costs, and airline or other public transportation costs directly to the entity involved. Employees meal expenses will be covered while out of town on official city business.

Employees should be conscientious in their use of city funds i.e.: if supplies can be ordered and free shipping is available the choice will be to have supplies shipped. In all cases, travel expenses should be limited to those that are reasonable and necessary. Additionally, when two or more employees are traveling to the same location for the same purpose, they should travel together whenever possible to avoid unnecessary travel expenses. Employees are expected to use the least expensive means of travel for the city, including avoiding unnecessary expense whenever possible.

Expenses which are not permitted under the terms of grants, contracts, or agreements with other agencies, will not be charged as costs to those grants, contracts, or agreements.

19.02 OUT-OF-CITY TRAVEL

Travel by city employees outside the city in which the employee is stationed is permissible, provided that it is authorized in advance by the department head and does not exceed budgetary limitations. Travel advances or reimbursement for travel is based upon the most economical conveyance that is reasonably available. When private automobiles are used for travel, reimbursement is allowed on the basis of actual mileage traveled or tourist class air fare, whichever is less. The difference in cost between first-class air accommodations and less-than-first-class air accommodations is not an allowable expense, except when less-than-first-class air accommodations are not reasonably available.

In cases where a rental car is used, employees must choose the optional insurance coverage; the city will pay for the insurance cost.

19.03 ALLOWANCE FOR MEALS

The city administrator shall, from time to time, establish per diem amounts allowable for meals while an employee is on official city business out of town. If the travel requires an overnight stay, and a full day or full days are involved, the employee will be allowed a daily amount for meals. If the travel does not require an overnight stay, the employee will be allowed a specific amount for each meal that would normally fall during the time required for travel.

19.04 OTHER EXPENSES

Within the limits of approved departmental budgets, employees engaged in necessary and authorized travel in the conduct of city business will be reimbursed for actual costs of reasonable and documented expenses necessary to conduct the business for the city. Reimbursable subsistence expenses will generally be for registration, lodging, official telephone calls, parking, tolls, taxi, and reasonable gratuities. Receipts or other documentation acceptable to the city administrator must accompany any request for reimbursement.

19.05 PERSONAL VEHICLE

Where use of a personal vehicle is judged by the city administrator to be the most reasonable means of transportation in the conduct of official city business, reimbursement will be at the maximum rate allowed by the Internal Revenue Service. Employees are expected to report the shortest distance between points of departure and destinations for all travel. Travel between an employee's residence and city offices is not eligible for reimbursement. See the paragraph on "Out-of-City Travel" for additional information about the use of a personal vehicle for out-of-town travel in lieu of reasonably available public transportation.

19.06 EXPENSE REPORT

As soon as an employee returns from a trip, he or she must document all expenses incurred on the trip, including the expenses which were prepaid directly by the city to the entity involved. Meal allowances should also be documented on this form, either by meal or by the daily allowance amount. Trip receipts should be attached to the copy of the "Travel Reimbursement/Advance Request" form submitted prior to the trip and turned into the city secretary no later than two days following the employee's return. The expense report must show only what should be reimbursed to the employee, nothing that was charged to the City's credit card. The city will issue a reimbursement check to the employee for allowable out-of-pocket expenses. The department head and the city administrator must approve all reimbursements.

19.07 EXCEPTIONS

Employees who travel in a city-owned vehicle will be reimbursed for the documented actual cost of fuel, oil, or other expenses related to the safe operation of the vehicle which was necessary during the course of the employee's use of the vehicle on official business.

When two or more employees travel in a single automobile, only one employee will receive per-mile or other automobile reimbursements.

Conference registration checks will be made payable only to the organization sponsoring the conference.

19.08 PROHIBITED EXPENDITURES

Costs of family members meals, personal entertainment, amusements, social activities, alcoholic beverages, traffic citations, personal telephone calls or illegal activities are not eligible for reimbursement.

CERTIFICATE OF UNDERSTANDING

I _____ AN EMPLOYEE OF THE CITY OF MOUNT VERNON
HAVE READ AND UNDERSTAND THE POLICIES WRITTEN IN THIS POLICIES
MANUEL.

SIGNED _____ DATE _____

INDEX**A**

ABANDONMENT OF POSITION	73
ACCIDENT REPORTING	69
ADMINISTRATIVE LEAVE OF ABSENCE	51
AFFIRMATIVE ACTION	3
AGE REQUIREMENTS	25
ALLOWANCE FOR MEALS	87
APPLICABILITY OF PERSONNEL POLICIES	2
APPLICATION FOR EMPLOYMENT	26
APPROVAL OF LEAVE	47
APPROVING AUTHORITY	39
AT WILL EMPLOYMENT	2
AUTHORITY	1

B

BENEFITS	45
----------------	----

C

CALCULATION OF TERMINATION PAY	78
CATEGORIES OF EMPLOYMENT	34
CERTIFICATION PAY	39
CHAIN OF COMMAND	11
CHANGES TO THESE POLICIES AND EMPLOYEE SUGGESTIONS	6
CHECK DELIVERY	36
CIVIL LEAVE	50
COMMUNICATION	10
CONFLICT OF INTEREST	9
CONTENTS OF PERSONNEL FILES	85
CONTINUATION OF GROUP INSURANCE	76

D

DEATH	75
DEMOTIONS	38
DISABILITY	75
DISCIPLINE	70
DISMISSAL	75
DISQUALIFICATION	31
DISSEMINATION OF PERSONNEL POLICIES	2
DISTRIBUTION	82
DRIVING RECORD	30
DRUG AND ALCOHOL ABUSE	64
DRUG AND ALCOHOL TESTS	65
DRUG TESTING	66
DRUG-FREE WORKPLACE	64

E

EMPLOYEE COMPENSATION AND ADVANCEMENT	36
EMPLOYEE FUNDRAISING	12
EMPLOYEE PERFORMANCE EVALUATION	82
EMPLOYEE RESPONSIBILITIES	7
EMPLOYEE RESPONSIBILITIES AND REPORTS	57

	<i>Index</i>
EMPLOYEE SUGGESTIONS	58
EMPLOYMENT OF RELATIVES (NEPOTISM).....	26
EMPLOYMENT PRACTICES	24
EQUAL EMPLOYMENT OPPORTUNITY	2
EXCEPTIONS.....	88
EXEMPTIONS FROM FLSA (OVERTIME COMPENSATION).....	42
EXIT INTERVIEWS AND RECORDS.....	75
EXPENSE REPORT	88
 <i>F</i>	
FINAL AUTHORITY.....	79
FIRE ARMS.....	19
FUNERAL LEAVE	51
 <i>G</i>	
GENERAL DISCIPLINE POLICY.....	70
GENERAL DRUG POLICY	64
GENERAL EMPLOYEE RESPONSIBILITIES	7
GENERAL HOLIDAY POLICY	55
GENERAL POLICIES.....	1
GENERAL POLICY ON CITY EQUIPMENT AND PROPERTY	68
GENERAL PROFESSIONAL DEVELOPMENT POLICY.....	86
GENERAL TRAVEL/EXPENSE REIMBURSEMENT POLICY	87
GIFTS AND GRATUITIES.....	9
GRIEVANCE POLICY	79
GRIEVANCE PROCEDURE.....	79
GRIEVANCES.....	79
 <i>H</i>	
HEALTH AND SAFETY	57
HOLIDAY DURING VACATION.....	56
HOLIDAYS.....	55
HOLIDAYS FALLING ON NON-WORKDAYS.....	56
HOLIDAYS WORKED.....	43
HOURS WORKED.....	40
 <i>I</i>	
INJURY LEAVE.....	52
 <i>J</i>	
JOB (CLASS) DESCRIPTIONS AND PERFORMANCE EVALUATIONS.....	82
JOB DESCRIPTIONS.....	82
 <i>L</i>	
LATERAL TRANSFERS	38
LEAVE RECORDS	85
LEAVE TAKEN AND OVERTIME.....	46
LEAVE TIME	46, 47
LEAVE TIME DEFINITIONS	47
LICENSE	
PAY.....	39
LONGEVITY PAY.....	39
 <i>M</i>	
MEDICAL AND LIFE INSURANCE	45

	<i>Index</i>
MEDICAL RECORDS	30
MERIT INCREASES.....	37
METHODS OF RECRUITMENT AND SELECTION.....	25
MILITARY LEAVE	50
 <i>N</i>	
NEPOTISM CHARTS	28
 <i>O</i>	
OFFICE CLOSINGS IN EMERGENCIES	44
ON-CALL TIME.....	43
ON-THE-JOB INJURIES	58
ORIENTATION AND TRAINING.....	32
OTHER EXPENSES.....	88
OUT-OF-CITY TRAVEL.....	88
OUTSIDE ACTIVITIES.....	8
OVERTIME COMPENSATION.....	42
OVERTIME WORKED.....	41
 <i>P</i>	
PAY	36
PAY REDUCTION FOR DISCIPLINARY REASONS	38
PAYDAYS	36
PAYROLL DEDUCTIONS.....	36
PERSONAL VEHICLE	88
PERSONNEL ACTION FORM	84
PERSONNEL FILES	84
PERSONNEL FILES - GENERAL	84
PERSONS WITH DISABILITIES	5
PHYSICAL STANDARDS	29
PLACEMENT ON CITY PAYROLL	32
POLITICAL ACTIVITY	10
PRIOR SERVICE WITH CITY.....	31
PROFESSIONAL APPEARANCE	7
PROFESSIONAL DEVELOPMENT	86
PROFESSIONAL MEMBERSHIPS AND SEMINARS.....	86
PROGRESSIVE DISCIPLINE	71
PROHIBITED EXPENDITURES	89
PROMOTIONS	38
PUBLIC ANNOUNCEMENTS	24
PURCHASING.....	14
PURPOSE OF DRUG TESTING PROGRAM.....	65
PURPOSE OF PERSONNEL POLICIES	1
 <i>Q</i>	
QUALIFICATIONS.....	25
 <i>R</i>	
REDUCTION IN FORCE.....	74
REQUESTS FOR CLARIFICATION.....	82
REQUIRED ATTENDANCE AT SEMINARS AND CONFERENCES.....	86
RESIDENCY REQUIREMENT/RESPONSE TIME	25
RESIGNATION	73
RESPONSIBILITY FOR IMPLEMENTATION OF PERSONNEL POLICIES	1
RETIREMENT.....	45, 74

S

SAFETY POLICY	57
SEARCHES	67
SELECTION	25
SEPARATIONS	73
SEVERABILITY	1
SEXUAL HARRASSMENT	3
SICK LEAVE	48
SICK POOL.....	53
SMOKING/VAPING/DIPPING	12
SOCIAL SECURITY	45
SOLICITATION OF FUNDS FOR CITY PROJECTS	11
SUSPENSION FOLLOWING INDICTMENT	72
SEVERENCE PAY	46

T

TESTING.....	29
TIME REPORTING.....	43
TIMELINESS.....	7
TRAVEL/EXPENSE REIMBURSEMENT	87
TYPES OF EMPLOYMENT.....	34
TYPES OF SEPARATIONS	52

U

UNEMPLOYMENT INSURANCE	46
UNIFORMS	7
USE OF AND ACCOUNTABILITY FOR CITY PROPERTY	68
USE of CITY COMPUTERS, INTERNET ACCESS, and electronic mail.....	12
USE of ELECTRONIC DEVICES	12
USE OF TOOLS, EQUIPMENT, PROPERTY AND VEHICLES.....	68
USING LEAVE IN COMBINATION.....	52

V

VACATION LEAVE	47
VALID DRIVER'S LICENSE	69
VEHICLE INSURANCE	69
VERIFICATION OF ELIGIBILITY TO WORK	30

W

WORK DURING HOLIDAYS	55
WORK PERIOD	40
WORK SCHEDULE AND TIME REPORTING	40
WORKERS' COMPENSATION	46