

**CITY OF RUSK, TEXAS
CITY COUNCIL SPECIAL MEETING
AGENDA**

Rusk Civic Center
555 Euclid Street, Rusk, Texas
Thursday, January 19, 2023– 5:30 P.M.

Ben Middlebrooks, Mayor
Walter Session, Mayor Pro Tem, Council Place 2
Kendall Shoemaker, Council Place 1 Martha Neely, Council Place 4
Zack McNew, Council Place 3 Frances Long, Council Place 5
Amanda Hill, City Manager
Cinda Etheridge, City Secretary
Anthony J. King, City Attorney

1. CALL TO ORDER:

- A. Invocation.
- B. Pledge of Allegiance to the United States and Texas Flags.

2. PROCLAMATION(S)/RECOGNITION(S):

Pinning of Officer Tony Smith.
Pinning of Officer David Berryman.

3. MAYOR COMMENTS: Comments will be from Mayor Middlebrooks.

**IN ACCORDANCE WITH THE OPEN MEETINGS ACT, THE CITY COUNCIL
MAY NOT DISCUSS OR TAKE ACTION ON ANY ITEM WHICH HAS NOT
BEEN POSTED ON THE AGENDA.**

**4. CITIZENS COMMENTS: At this time, comments will be taken from the audience on
any subject matter that is not included on the agenda. IN ACCORDANCE WITH THE
OPEN MEETINGS ACT, THE CITY COUNCIL MAY NOT DISCUSS OR TAKE
ACTION ON ANY ITEM WHICH HAS NOT BEEN POSTED ON THE AGENDA.**

5. CONSENT AGENDA:

- A. Check Register Report for November 2022, Summary R & E, Account Balances, and Bank Reconciliation.
- B. December 8, 2022, Regular City Council and December 19, 2022 Special City Council meeting minutes.

6. PUBLIC HEARING(S): N/A


7. ACTION ITEM(S)

- A. Discuss and consider bids for Water Well # 7 construction.

- B. Discuss and consider renewal of interlocal Cooperation Contract with Rusk Rural Water Supply Corporation for supplying potable water to the Rusk Rural Crockett Street and Loop 343 plants when needed.
 - C. Discuss and consider Tobacco Enforcement Grant and interlocal cooperation contract.
 - D. Discuss and consider RSH Gun Range Lease.
 - E. Discuss and consider renewing listing contract on Industrial Park Land.
 - F. Discuss and consider a Special Even Permit for Joe's Sports Bar.
8. **EXECUTIVE SESSION(S):** The City Council will enter Executive Session to discuss and consider the following-
- a. Government Code Section 551.071 litigation and certain consultation with attorney. Cause No 2021090267 and Cause No. 2022060132 and any other related issues.
9. **EXECUTIVE SESSION ACTION (S):** The City Council will reconvene into Open Session to act, if any, on items discussed in the Executive Session.
10. **ANNOUNCEMENT(S):** Comments may be made by Council or Staff on the following topics without specific notice: expressions of thanks, congratulations, or condolences; information on holiday schedules; recognition of public officials, employees, or citizens other than employees or officials whose status may be affected by the council through action; reminders of community events. **NO ACTION MAY BE TAKEN ON THESE ITEMS.**
11. **CITY MANAGER'S REPORT(S):** Water Projects, Wastewater Projects, Drainage Projects, Road Projects, Capital Improvement Projects, Special Projects and Developments and Departmental Reports. **NO ACTION MAY BE TAKEN ON THESE ITEMS.**

12. **ADJOURN**

Posted: Monday, January 16, 2023
City Hall Bulletin Board
By 4:00 P.M.


Cinda Etheridge, City Secretary

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting, the Council reserves the right to adjourn into executive session on any of the above-posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest of real property] 551.073 [contract for gift to City], 551.074 [certain personnel deliberations] or 551.076 [deployment /implementation of security personnel or devices]. A quorum of the governmental body will be physically present at the location noticed above. Pursuant to Tex. Gov't Code 551.127, one or more members of the governing body may appear via videoconference call. The City of Rusk is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.

Please call the City Secretary at 903-683-2213 for information.

MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Amanda Hill, City Manager

SUBJECT: January 19, 2023 Council Meeting Agenda Items

DATE: January 13, 2023

There are six action items and an executive session on this agenda. First, a couple of notes on the consent agenda. We are still struggling with invoices that are paid online getting posted with the date they were paid rather than the date they are entered. The October credit card bill was paid on November 22, 2022, but wasn't entered until December 1. In order to provide the bill that shows on the check register, there is no credit card bill in this month's packet. There will be two next month. This is also the reason for the large outstanding balance on the bank reconciliation.

- A. The first action item is presentation of the bids to construct the new water well. The bids came in a bit higher than we expected. We received one bid for the entire project, three for only the drilling of the well and one for just the site work. The low bidder for the drilling portion (Contract A) was Weisinger Incorporated for \$1,314,500. The low bidder for the site prep (Contract B) is Duplichain Contractors for \$210,792. Neither of these numbers includes a generator. That would add another approximately \$220,000. All in, the price would be \$1,745,292. We have earmarked ARPA funds totaling \$1,268,179. That leaves a balance of \$477,113 that would need to come from reserve funds. If we forego the generator for now, it would lower our portion to \$257,113. We need the well, and having the bulk of it covered by Federal Funds is an opportunity we won't have again. There are other projects that this money can be used on, such as completing the line around the loop, but the "bang for the buck" will be lower on those projects.
- B. This is the renewal of a contract we have with Rusk Rural to supply them water on an as needed basis. The contract was provided by Rusk Rural and does not include a rate increase. Our ordinance calls for water supply companies to pay the same as residential and commercial customers, being:

Metered Gallons	Cost
Minimum 1 thousand gallons	\$21.07
2,000—10,000	\$4.41 each 1,000
11,000—25,000	\$4.68 each 1,000
26,000—100,000	\$4.90 each 1,000
101,000—250,000	\$5.24 each 1,000
251,000—500,000	\$5.41 each 1,000
501,000—1,000,000	\$5.57 each 1,000
1,001,000—2,500,000	\$5.73 each 1,000
2,501,000—5,000,000	\$5.85 each 1,000
5,001,000—25,000,000	\$5.95 each 1,000

- C. This is an interlocal agreement with Texas State University for the controlled buy of tobacco products by minors. Chief Heagney will use minors to attempt to purchase tobacco products in local stores to determine their compliance with underage sales laws. We will be paid \$125 for up to 10 successfully completed buys.
- D. Our lease with the Rusk State Hospital for the use of the Gun Range expired a few months ago. Former Interim Chief Pippins started the renegotiation process with Chief Heagney completing it. The only real change was to some language in Section 7 that gives a little flexibility on who can use the range and for what purpose. Everything else is the same as the expired agreement. The term is 5 years for \$10.
- E. Several years ago, we had the land in the Industrial Park listed with a local Realtor. The listing has been expired for quite some time. We are having some inquiries about lots out there, and with the addition of the Economic Development Director, I think it would be a good idea to get the land listed again. It would speed up the process of consummating a sale should an interested party want to purchase. I have reached out for quotes on commission rates, suggested list price, etc. I will have that information for you on Thursday.
- F. Joe's Sports Bar has submitted a request to close Henderson Street from 4th to 5th Street on February 18, 2022 from 4pm to 11pm. In addition, they would like to serve alcohol in this closed off area for a street dance.

Analysis of Financial Data

The General Fund has generated \$629,360.45 in revenue and \$457,256.39 in expenses. We have collected nearly half of our property tax, which is typical. Sales Tax continues to be strong.

The Mayor and Council department is slightly over budget due to increased legal expenses and nearly 26% of the budgeted 380 agreement being paid already. That is offset by the increased Sales Tax. I need to work with the accountant to figure out what is going on with the City Manager Budget. There is something getting coded to salary that shouldn't be. The figures posted don't match the payroll register, but it isn't readily obvious what it is. The fire department has had some costly repairs and the truck loan payment is due in October, skewing the ratio for a few months.

The Enterprise Fund has \$742,367.91 in revenue and \$446,095.02 in expenses. 16.6% of the year has elapsed.

Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
2473 Law Office of Sinclair & King	5436	11/09/22	P	55	09-54364-55-00	Prof Fees - Legal	87.50	1054	11/10/22
Totals for Check: 1054							87.50		
1904 Jacksonville Fence Company, In	4927	11/09/22	P		31-51410-00	Musick Park Expense	1,990.00	20042	11/10/22
Totals for Check: 20042							1,990.00		
2828 LCOM Radio Group	35458-1	11/09/22	P		31-51410-00	Musick Park Expense	150.00	20043	11/10/22
Totals for Check: 20043							150.00		
2818 Connect Rentals	1007340001	11/17/22	P		31-51410-00	Musick Park Expense	114.00	20044	11/18/22
Totals for Check: 20044							114.00		
1133 Carol Weaver	NOV 2022	11/15/22	P		80-51900-00	Fireman's Retirement Expense	120.00	56854	11/18/22
Totals for Check: 56854							120.00		
2107 Connie Parsons	NOV 2022	11/15/22	P		80-51900-00	Fireman's Retirement Expense	120.00	56855	11/18/22
Totals for Check: 56855							120.00		
1509 Don Vandever	NOV 2022	11/15/22	P		80-51900-00	Fireman's Retirement Expense	120.00	56856	11/18/22
Totals for Check: 56856							120.00		
1135 Doyle Rasberry	NOV 2022	11/15/22	P		80-51900-00	Fireman's Retirement Expense	120.00	56857	11/18/22
Totals for Check: 56857							120.00		
1136 Floyd R. Cleveland	NOV 2022	11/15/22	P		80-51900-00	Fireman's Retirement Expense	120.00	56858	11/18/22
Totals for Check: 56858							120.00		
1147 Jack White	NOV 2022	11/15/22	P		80-51900-00	Fireman's Retirement Expense	120.00	56859	11/18/22
Totals for Check: 56859							120.00		
1139 James E. Campbell	NOV 2022	11/15/22	P		80-51900-00	Fireman's Retirement Expense	120.00	56860	11/18/22
Totals for Check: 56860							120.00		
1140 John D. Banks	NOV 2022	11/15/22	P		80-51900-00	Fireman's Retirement Expense	120.00	56861	11/18/22
Totals for Check: 56861							120.00		
1141 Johnny Patterson	NOV 2022	11/15/22	P		80-51900-00	Fireman's Retirement Expense	120.00	56862	11/18/22
Totals for Check: 56862							120.00		
1233 Larry Glenn Robertson	NOV 2022	11/15/22	P		80-51900-00	Fireman's Retirement Expense	120.00	56863	11/18/22
Totals for Check: 56863							120.00		
1708 Letha Davis	NOV 2022	11/15/22	P		80-51900-00	Fireman's Retirement Expense	120.00	56864	11/18/22
Totals for Check: 56864							120.00		
1142 Martlyn Harris	NOV 2022	11/15/22	P		80-51900-00	Fireman's Retirement Expense	120.00	56865	11/18/22
Totals for Check: 56865							120.00		

Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept Account Number	Description	Line Item Value	Check Number	Check Date
1146 Wayne Morgan Totals for Check: 56866	NOV 2022	11/15/22	P	80-51900-00	Fireman's Retirement Expense	120.00 120.00	56866	11/18/22
1232 William Carl Loden Totals for Check: 56867	NOV 2022	11/15/22	P	80-51900-00	Fireman's Retirement Expense	120.00 120.00	56867	11/18/22
1103 Republic Services Totals for Check: 73861	0070003225442	09/30/22	P	20-51999-20	Garbage Expense	541.75 541.75	73861	11/02/22
1019 Rusk Volunteer Fire Dept Totals for Check: 73862	09-30-2022	09/30/22	P	30 10-54376-30	RVFD Contract Services	8,250.00 8,250.00	73862	11/02/22
2635 Zina Corporation Totals for Check: 73863	89803	09/30/22	P	20-56435-20	Capital Outlays -Computers	178.35 178.35	73863	11/02/22
1480 Ables-Land, Inc. Totals for Check: 73864	4575350	11/02/22	P	45 10-52635-45	Office Supplies	60.81 60.81	73864	11/02/22
1051 Anita L. WoodLee Totals for Check: 73865	617298	11/02/22	P	10 10-54360-10	Prof Fees - Accting & Auditting	2,635.00 2,635.00	73865	11/02/22
1004 BLT HOMES, LLC Totals for Check: 73866	U0070008480001A	10/27/22	P	20-21128-00	UB Refunds Payable	31.96 31.96	73866	11/02/22
2798 Brother's Kirk Lube LLC Totals for Check: 73867	105740	11/02/22	P	10-53568-20	R&M - Veh Exp - Oil Change	128.49 128.49	73867	11/02/22
1100 CenterPoint Energy Totals for Check: 73868	OCT06ER22 INV 2	10/31/22	P	20-55250-20	Utilities - Natural Gas	88.80 88.80	73868	11/02/22
1107 Cherokee County Electric Coop Totals for Check: 73869	OCT06ER 2022 2	11/02/22	P	20-55200-20	Utilities - Electricity	3,254.45 3,254.45	73869	11/02/22
1004 COATES, CAITLYN SHIANE Totals for Check: 73870	U0010013000013A	10/27/22	P	20-21128-00	UB Refunds Payable	38.26 38.26	73870	11/02/22
2376 CORE & MAIN 2376 CORE & MAIN Totals for Check: 73871	R777369 R790408	11/02/22 11/02/22	P P	22 20-53572-22 22 20-53572-22	R&M - Water Mains R&M - Water Mains	3,694.08 1,320.45 5,014.53	73871 73871	11/02/22 11/02/22
1004 CROCKETT, DIANE Totals for Check: 73872	U0030016400001A	10/27/22	P	20-21128-00	UB Refunds Payable	18.60 18.60	73872	11/02/22
1658 De Lage Landen Financial Servi 1658 De Lage Landen Financial Servi Totals for Check: 73873	77698379 77956153	11/02/22 11/02/22	V V	45 10-53524-45 45 10-53524-45	R&M - Copier R&M - Copier	167.00 175.35 342.35	73873 73873	11/02/22 11/02/22

Begin Date: 11/01/2022 End Date: 11/30/2022 From Amt: AP Checks For Date/Amount Range .00 To Amt: 99,999,999.99

Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept	Account Number	Description	Line Item Value	Check Number	Check Date
1004 DNS HALBERT ENTERPRISES, LLC	U0050000300004A	10/27/22	P	20	20-21128-00	UB Refunds Payable	35.91	73874	11/02/22
Totals for Check: 73874							35.91		
1082 DPC Industries, Inc.	79700335222	11/02/22	P	23	20-52605-23	Chemicals	4,150.70	73875	11/02/22
Totals for Check: 73875							4,150.70		
1078 ETMC-EMS	OCT08ER 2022	11/02/22	P	20	20-51999-20	Ambulance Expense	2,809.63	73876	11/02/22
Totals for Check: 73876							2,809.63		
1073 Gray's Automotive Center	18091	11/02/22	P	20	10-53570-20	RVM - Veh Exp - Tires	20.00	73877	11/02/22
1073 Gray's Automotive Center	18099	11/02/22	P	20	10-53560-20	RVM - Veh Exp	205.93	73877	11/02/22
1073 Gray's Automotive Center	18097	11/02/22	P	20	10-53568-20	RVM - Veh Exp - Oil Change	110.95	73877	11/02/22
Totals for Check: 73877							336.88		
2555 Ingram Library Services	72274388	11/02/22	P	45	10-56415-45	Capital Outlays - Books	150.85	73878	11/02/22
2555 Ingram Library Services	72310691	11/02/22	P	45	10-56415-45	Capital Outlays - Books	79.60	73878	11/02/22
Totals for Check: 73878							230.45		
1004 JAWAIL, KELLIE LEIGH	U0030000850004A	10/27/22	P	20	20-21128-00	UB Refunds Payable	09.33	73879	11/02/22
Totals for Check: 73879							09.33		
1004 KIMSHELL PROPERTIES, LLC	U00100013500012A	10/27/22	P	20	20-21128-00	UB Refunds Payable	35.70	73880	11/02/22
Totals for Check: 73880							35.70		
1004 LEHIS, NORVAN EARL	U00300012900004A	10/27/22	P	20	20-21128-00	UB Refunds Payable	69.36	73881	11/02/22
Totals for Check: 73881							69.36		
1004 LUILE, LEONARDO	U00200001500004A	10/27/22	P	20	20-21128-00	UB Refunds Payable	45.84	73882	11/02/22
Totals for Check: 73882							45.84		
1767 NAPECO	1171783	11/02/22	P	30	10-53530-30	RVM - Equipment	1,856.10	73883	11/02/22
Totals for Check: 73883							1,856.10		
1062 Pitney Bowes Inc.	OCT08ER 2022	11/02/22	P	20	20-51640-20	Postage	604.50	73884	11/02/22
Totals for Check: 73884							604.50		
1103 Republic Services	0070003239560	11/02/22	P	20	20-51999-20	Garbage Expense	3,576.78	73885	11/02/22
1103 Republic Services	0070003237946	11/02/22	P	20	20-51999-20	Garbage Expense	560.75	73885	11/02/22
1103 Republic Services	0070003237945	11/02/22	P	20	20-51999-20	Garbage Expense	57,648.58	73885	11/02/22
Totals for Check: 73885							61,786.11		
1592 Stephen F. Austin State Univer	16480	11/02/22	P	20	10-51810-20	Travel/Training	486.00	73886	11/02/22
Totals for Check: 73886							486.00		
1054 Texas Commission on Environment	0400069927	11/02/22	P	23	20-51354-23	Permits/State Fees	12,502.47	73887	11/02/22
Totals for Check: 73887							12,502.47		

Begin Date: 11/01/2022 End Date: 11/30/2022 From Amt: AP Checks For Date/Amount Range .00 To Amt: 99,999,999.99

Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
1179 Thomas R. Thompson Totals for Check: 73888	11/02/2022	11/02/22	P	22	20-51354-22	Permits/State Fees	440.00 440.00	73888	11/02/22
2257 UniFirst Holdings, Inc. 2257 UniFirst Holdings, Inc. 2257 UniFirst Holdings, Inc. Totals for Check: 73889	2780005907 2780005907 2780005907	11/02/22 11/02/22 11/02/22	P P P	40 22 23	10-51780-40 20-51780-22 20-51780-23	Uniforms Uniforms Uniforms	49.62 37.30 39.99 126.91	73889 73889 73889	11/02/22 11/02/22 11/02/22
1042 United States Treasury 1042 United States Treasury Totals for Check: 73890	PR00979 PR00979	09/10/25/22 09/10/25/22	P P		10-21115-00 20-21115-00	Payroll Liability Payroll Liability	11,954.58 3,724.94 15,679.52	73890 73890	11/02/22 11/02/22
1069 Voluntary Beautify Rusk Totals for Check: 73891	OCTOBER 2022	11/02/22	P		20-21126-00	KRS Donation	118.00 118.00	73891	11/02/22
1631 Weaver's Septic Service Totals for Check: 73892	09/29/2022	11/02/22	P	23	20-53548-23	RSM - Sewer Mains	646.00 646.00	73892	11/02/22
2775 Western Forensics Totals for Check: 73893	22-008 2	11/02/22	P	20	10-50100-20	Salary	4,573.75 4,573.75	73893	11/02/22
2693 Brandon Holcomb Totals for Check: 73894	BH PER DIAM	11/07/22	P	35	10-51810-35	Travel/Training	48.00 48.00	73894	11/07/22
2693 Miguel Bergemann Totals for Check: 73895	MB PER DIAM	11/07/22	P	35	10-51810-35	Travel/Training	48.00 48.00	73895	11/07/22
1683 Texas Department of State Heal Totals for Check: 73896	MB ACO	11/07/22	P	35	10-51810-35	Travel/Training	75.00 75.00	73896	11/07/22
1480 Ables-Land, Inc. Totals for Check: 73897	4579940	11/09/22	P	20	20-52635-20	Office Supplies	394.04 394.04	73897	11/10/22
1037 AFLAC 1037 AFLAC 1037 AFLAC 1037 AFLAC Totals for Check: 73898	PR00978 PR00978 PR00979 PR00979	09/10/12/22 09/10/12/22 09/10/25/22 09/10/25/22	P P P P		10-21117-00 20-21117-00 10-21117-00 20-21117-00	AFLAC AFLAC AFLAC AFLAC	387.22 329.32 387.21 329.32 1,433.07	73898 73898 73898 73898	11/10/22 11/10/22 11/10/22 11/10/22
1089 Allen's Tire 1089 Allen's Tire Totals for Check: 73899	371263 371127	11/09/22 11/09/22	P P	40 40	10-53570-40 10-53570-40	RSM - Veh Exp - Tires RSM - Veh Exp - Tires	15.00 15.00 30.00	73899 73899	11/10/22 11/10/22
1088 Applied Concepts, Inc. Totals for Check: 73900	410029	11/09/22	P	20	10-53540-20	RSM - Radar	392.50 392.50	73900	11/10/22
1909 Bacon Chevrolet	5174633	11/09/22	P	20	10-53560-20	RSM - Veh Exp	76.43	73901	11/10/22

Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
Totals for Check: 73901							76.43		
2780 Bickerstaff Heath Delgado Acos	118909	11/09/22	P	11	10-51334-11	Election	524.00	73902	11/10/22
Totals for Check: 73902							524.00		
2798 Brother's Kirk Lubc LLC	105304	11/09/22	P	35	10-53568-35	R&M - Veh Exp - Oil Change	62.00	73903	11/10/22
Totals for Check: 73903							62.00		
1893 Charles Steven Cox	880409	11/09/22	P		24-54308-00-00	Cemetery Contract	3,998.00	73904	11/10/22
Totals for Check: 73904							3,998.00		
1116 Cherokeean Herald	3053	11/09/22	P	11	10-51301-11	Required Newspaper Advertising	165.00	73905	11/10/22
1116 Cherokeean Herald	2822	11/09/22	P	11	10-51301-11	Required Newspaper Advertising	135.00	73905	11/10/22
1116 Cherokeean Herald	2504	11/09/22	P	40	10-53508-40	R&M - Building/Grounds	221.26	73905	11/10/22
Totals for Check: 73905							521.26		
1874 Constellation Nex Energy, Inc.	OCTOBER 2022	11/07/22	P	20	20-55200-20	Utilities - Electricity	53,402.91	73906	11/10/22
Totals for Check: 73906							53,402.91		
2376 CORE & MAIN	R401818	11/09/22	P	22	20-53572-22	R&M - Water Mains	940.20	73907	11/10/22
2376 CORE & MAIN	R849999	11/09/22	P	22	20-56451-22	Capital Outlays - Hydrants	4,657.27	73907	11/10/22
Totals for Check: 73907							5,597.47		
2147 Dataprose	DF2204678	11/09/22	P	21	20-51640-21	Postage	2,036.42	73908	11/10/22
Totals for Check: 73908							2,036.42		
1748 Dianeth Hernandez	11/02/2022	11/09/22	P		10-49487-00	Civic Center Revenue	150.00	73909	11/10/22
Totals for Check: 73909							150.00		
1082 DPC Industries, Inc.	7970034822	11/09/22	P	22	20-52605-22	Chemicals	467.18	73910	11/10/22
1082 DPC Industries, Inc.	7970034822	11/09/22	P	22	20-52605-22	Chemicals	1,167.96	73910	11/10/22
1082 DPC Industries, Inc.	7970034772	11/09/22	P	22	20-52605-22	Chemicals	1,635.14	73910	11/10/22
1082 DPC Industries, Inc.	7970034512	11/09/22	P	22	20-52605-22	Chemicals	467.18	73910	11/10/22
1082 DPC Industries, Inc.	7970034922	11/09/22	P	22	20-52605-22	Chemicals	700.78	73910	11/10/22
Totals for Check: 73910							4,438.24		
2723 Driver Pool Service	359	11/09/22	P	50	10-54322-50	Recreation Services	500.00	73911	11/10/22
Totals for Check: 73911							500.00		
2221 Eastex Net	NOVEMBER 2022	11/09/22	V	10	10-55270-10	Utilities - Telephone and Inte	3,007.51	73912	11/10/22
Totals for Check: 73912							3,007.51		
1003 Harry's Building Materials, In	OCTOBER 2022	11/09/22	P	40	10-53518-40	R&M - Civic Center	12.98	73913	11/10/22
1003 Harry's Building Materials, In	OCTOBER 2022	11/09/22	P	22	20-53530-22	R&M - Equipment	16.75	73913	11/10/22
1003 Harry's Building Materials, In	OCTOBER 2022	11/09/22	P	30	10-53508-30	R&M - Building/Grounds	69.85	73913	11/10/22
Totals for Check: 73913							99.58		

Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept	Account Number	Description	Line Item Value	Check Number	Check Date
1011 Hubert Glass Oil Co.	021981	11/09/22	P	22	20-53560-22	R&M - Veh Exp	1,063.50	73914	11/10/22
1011 Hubert Glass Oil Co.	021981	11/09/22	P	40	10-53560-40	R&M - Veh Exp	1,063.50	73914	11/10/22
Totals for Check: 73914							2,127.00		
2722 IMPACT PROMOTIONAL SERVICES	INV40786	11/09/22	P	20	10-51780-20	Uniforms	29.93	73915	11/10/22
Totals for Check: 73915							29.93		
2555 Ingram Library Services	72477291	11/09/22	P	45	10-56415-45	Capital Outlays - Books	873.97	73916	11/10/22
Totals for Check: 73916							873.97		
1245 JDS Networking	50956	11/09/22	P	55	10-53520-55	R&M - Computer	750.00	73917	11/10/22
Totals for Check: 73917							750.00		
1404 Johnson Lab & Supply Inc	255949	11/09/22	P	22	20-53514-22	R&M - Chlorination Equip. Main	3,648.70	73918	11/10/22
Totals for Check: 73918							3,648.70		
2721 KW Utilities Meter Testing	9283	11/09/22	P	22	20-53578-22	Wells	1,250.00	73919	11/10/22
2721 KW Utilities Meter Testing	9283	11/09/22	P	22	20-53536-22	R&M - Meters	1,250.00	73919	11/10/22
Totals for Check: 73919							2,500.00		
2473 Law Office of Sinclair & King	5435	11/09/22	P	11	10-54364-11	Prof Fees - Legal	4,585.00	73920	11/10/22
2473 Law Office of Sinclair & King	5434	11/09/22	P	25	10-54364-25	Legal Fees	175.00	73920	11/10/22
Totals for Check: 73920							4,760.00		
2028 LexisNexis Risk Data Management	134980106277	11/09/22	P		10-49481-00	COURT REVENUE	150.00	73921	11/10/22
Totals for Check: 73921							150.00		
1061 Outill	103523392	11/09/22	P	20	10-52635-20	Office Supplies	136.74	73922	11/10/22
Totals for Check: 73922							136.74		
1111 Sadler's Marine	5595	11/09/22	P	50	10-53530-50	R&M - Equipment	46.07	73923	11/10/22
Totals for Check: 73923							46.07		
1430 Swab Wagon Company, Inc.	39519	11/09/22	P	30	10-53560-30	R&M - Veh Exp	1,509.38	73924	11/10/22
Totals for Check: 73924							1,509.38		
1050 Texas Municipal Retirement Sys	PR00978	09/10/12/22	P		10-21116-00	Retirement Liability	7,716.37	73925	11/10/22
1050 Texas Municipal Retirement Sys	PR00978	09/10/12/22	P		20-21116-00	Retirement Liability	1,879.17	73925	11/10/22
1050 Texas Municipal Retirement Sys	PR00979	09/10/25/22	P		10-21116-00	Retirement Liability	6,556.88	73925	11/10/22
1050 Texas Municipal Retirement Sys	PR00979	09/10/25/22	P		20-21116-00	Retirement Liability	1,931.19	73925	11/10/22
Totals for Check: 73925							18,083.61		
1796 The Library Store, Inc.	597981	11/09/22	P	45	10-51810-45	Travel/Training	87.44	73926	11/10/22
Totals for Check: 73926							87.44		
1060 Tri. State Enterprises Inc.	OCT08ER 2022	11/09/22	P	22	20-53530-22	R&M - Equipment	03.51	73927	11/10/22
1060 Tri. State Enterprises Inc.	OCT08ER 2022	11/09/22	P	22	20-52750-22	Small Tools	06.25	73927	11/10/22

City of Risk
AP Checks For Date/Amount Range
.00 To Amt: 99,999,999.99

From Amt:

Begin Date: 11/01/2022 End Date: 11/30/2022

Vendor Name	Invoice Number	Invoice Date	Stat	INVT	Dept	Account	Description	Line Item	Value	Check Number	Check Date
1060 Tri State Enterprises Inc.	OCT08ER 2022	11/09/22	P	30	20	10-53560-30	R&M - Veh Exp	04.09	73927	11/10/22	
1060 Tri State Enterprises Inc.	OCT08ER 2022	11/09/22	P	30	20-52730-22	Supplies - General		14.54	73927	11/10/22	
1060 Tri State Enterprises Inc.	OCT08ER 2022	11/09/22	P	40	10-53530-40	R&M - Equipment		09.50	73927	11/10/22	
1060 Tri State Enterprises Inc.	OCT08ER 2022	11/09/22	P	30	10-53560-30	R&M - Veh Exp		53.90	73927	11/10/22	
1060 Tri State Enterprises Inc.	OCT08ER 2022	11/09/22	P	22	20-53530-22	R&M - Equipment		155.30	73927	11/10/22	
1060 Tri State Enterprises Inc.	OCT08ER 2022	11/09/22	P	30	10-53542-30	R&M - Radio/Pager		102.59	73927	11/10/22	
Totals for Check: 73927								349.68			
2553 UBBO, LLC	1712880	11/09/22	P	10	10-53524-10	R&M - Copier		419.84	73928	11/10/22	
2553 UBBO, LLC	1669782	11/09/22	P	10	10-53524-10	R&M - Copier		125.00	73928	11/10/22	
Totals for Check: 73928								544.84			
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	22	20-52730-22	Supplies - General		16.99	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	10	10-52635-10	Office Supplies		06.79	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	50	10-53508-50	R&M - Building/Grounds		15.16	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	50	10-53544-50	R&M - Residence		17.99	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	50	10-53544-50	R&M - Residence		06.49	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	50	10-53544-50	R&M - Residence		10.07	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	23	20-53586-23	R&M - W/TP		10.99	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	22	20-52750-22	Small Tools		44.27	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	50	10-53530-50	R&M - Equipment		48.97	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	22	20-53530-22	R&M - Equipment		01.49	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	40	20-52750-22	Small Tools		31.98	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	40	10-53558-40	R&M - Tools		08.98	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	22	20-53530-22	R&M - Equipment		21.55	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	55	10-52635-55	Office Supplies		65.73	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	35	10-51310-35	Code Enforcement		39.98	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	22	20-53556-22	R&M - TDC Booster		22.75	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	22	20-53556-22	R&M - TDC Booster		29.42	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	22	20-53530-22	R&M - Equipment		18.28	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	50	10-53530-50	R&M - Equipment		97.98	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	23	20-53586-23	R&M - W/TP		23.99	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	22	20-53578-22	Walls		39.99	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	40	10-53508-40	R&M - Building/Grounds		05.97	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	40	10-53518-40	R&M - Civic Center		31.95	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	23	20-53530-23	R&M - Equipment		37.46	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	40	10-53530-40	R&M - Equipment		25.98	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	30	10-53542-30	R&M - Radio/Pager		03.99	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	30	10-53542-30	R&M - Radio/Pager		19.99	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	50	10-53508-50	R&M - Building/Grounds		24.99	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	23	20-52730-22	Supplies - General		19.99	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	23	20-53508-23	R&M - Building/Grounds		19.48	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	20	10-53560-20	R&M - Veh Exp		07.49	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	20	10-53508-20	R&M - Building/Grounds		16.48	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	10	10-52505-10	National Night Out Expenses		21.99	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	10	10-52505-10	National Night Out Expenses		21.99	73929	11/10/22	
1101 Wallace Thompson	OCT08ER 2022	11/09/22	P	30	10-53530-30	R&M - Equipment		02.25	73929	11/10/22	

Begin Date: 11/01/2022 End Date: 11/30/2022

From Amt: .00 To Amt: 99,999,999.99

Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept	Account Number	Description	Line Item Value	Check Number	Check Date
1101 Wallace Thompson	OCTOBER 2022	11/09/22	P	30	10-53508-30	R&M - Building/Grounds	05.99	73929	11/10/22
1101 Wallace Thompson	OCTOBER 2022	11/09/22	P	10	10-52505-10	National Night Out Expenses	16.58	73929	11/10/22
1101 Wallace Thompson	OCTOBER 2022	11/09/22	P	22	20-53530-22	R&M - Equipment	04.98	73929	11/10/22
1101 Wallace Thompson	OCTOBER 2022	11/09/22	P	23	20-53530-23	R&M - Equipment	39.98	73929	11/10/22
1101 Wallace Thompson	OCTOBER 2022	11/09/22	P	22	20-53578-22	Wells	06.99	73929	11/10/22
Totals for Check: 73929							916.36		
1480 Ables-Land, Inc.	363390	11/17/22	P	20	20-52635-20	Office Supplies	230.00	73930	11/18/22
Totals for Check: 73930							230.00		
2831 Brandon Scarborough	11/10/2022	11/17/22	P	35	10-51310-35	Code Enforcement	39.05	73931	11/18/22
Totals for Check: 73931							39.05		
2798 Brother's Kwik Lube LLC	106141	11/17/22	P	22	20-53560-22	R&M - Veh Exp	07.00	73932	11/18/22
2798 Brother's Kwik Lube LLC	106153	11/17/22	P	22	20-53560-22	R&M - Veh Exp	14.50	73932	11/18/22
Totals for Check: 73932							21.50		
1100 CenterPoint Energy	NOVEMBER22 SUB	11/10/22	P	20	20-55250-20	Utilities - Natural Gas	02.81	73933	11/18/22
1100 CenterPoint Energy	NOVEMBER22 5TH	11/10/22	P	20	20-55250-20	Utilities - Natural Gas	93.32	73933	11/18/22
1100 CenterPoint Energy	NOVEMBER22 CIVI	11/14/22	P	20	20-55250-20	Utilities - Natural Gas	47.21	73933	11/18/22
1100 CenterPoint Energy	NOVEMBER22 414N	11/15/22	P	20	20-55250-20	Utilities - Natural Gas	48.55	73933	11/18/22
1100 CenterPoint Energy	NOVEMBER22 FIRE	11/10/22	P	20	20-55250-20	Utilities - Natural Gas	22.22	73933	11/18/22
1100 CenterPoint Energy	NOVEMBER22 GUIN	11/10/22	P	20	20-55250-20	Utilities - Natural Gas	159.42	73933	11/18/22
1100 CenterPoint Energy	NOVEMBER22 HALL	11/10/22	P	20	20-55250-20	Utilities - Natural Gas	94.30	73933	11/18/22
1100 CenterPoint Energy	NOVEMBER22 LIB	11/10/22	P	20	20-55200-20	Utilities - Electricity	46.71	73933	11/18/22
Totals for Check: 73933							514.54		
1893 Charles Steven Cox	890410	11/17/22	P	22	20-53578-22	Wells	570.00	73934	11/18/22
Totals for Check: 73934							570.00		
2745 Cherokee Parcel Post	4129	11/17/22	P	55	10-52635-55	Office Supplies	27.50	73935	11/18/22
2745 Cherokee Parcel Post	4130	11/17/22	P	20	10-52635-20	Office Supplies	151.20	73935	11/18/22
2745 Cherokee Parcel Post	4105	11/17/22	P	20	10-51358-20	Printing	253.35	73935	11/18/22
Totals for Check: 73935							432.05		
1216 Cherokee Warehouse	47189	11/17/22	P	23	20-52750-23	Small Tools	15.00	73936	11/18/22
1216 Cherokee Warehouse	47189	11/17/22	P	20	10-53533-20	R&M - Gun Range	230.00	73936	11/18/22
1216 Cherokee Warehouse	47189	11/17/22	P	40	10-52600-40	Animal Food	(02.81)	73936	11/18/22
1216 Cherokee Warehouse	47189	11/17/22	P	40	10-52600-40	Animal Food	36.81	73936	11/18/22
Totals for Check: 73936							279.00		
2818 Connect Rentals	00012210581	11/17/22	P	50	10-53508-50	R&M - Building/Grounds	438.90	73937	11/18/22
Totals for Check: 73937							438.90		
2832 Constance Simmons	11/09/2022	11/17/22	P		10-49479-00	Library Meeting Room	50.00	73938	11/18/22
Totals for Check: 73938							50.00		

Begin Date: 11/01/2022 End Date: 11/30/2022

AP Checks For Date/Amount Range
.00 To Amt: 99,999,999.99

From Amt:

Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
2376 CORE & MAIN	R801587	11/17/22	P	23	20-53548-23	R&M - Sewer Mains	82.08	73939	11/18/22
Totals for Check: 73939							82.08		
1082 DPC Industries, Inc.	7900088222	11/17/22	P	22	20-52605-22	Chemicals	430.00	73940	11/18/22
1082 DPC Industries, Inc.	7900088222	11/17/22	P	23	20-52605-23	Chemicals	200.00	73940	11/18/22
Totals for Check: 73940							630.00		
1080 Elliott Electric Supply	15-16841-01	11/17/22	P	23	20-53586-23	R&M - WWT	129.30	73941	11/18/22
Totals for Check: 73941							129.30		
2210 Frontier Communications	NOVEMBER 6249	11/17/22	V	20	20-55270-20	Utilities - Telephone and Inte	158.80	73942	11/18/22
2210 Frontier Communications	NOVEMBER 4828	11/17/22	V	20	20-55270-20	Utilities - Telephone and Inte	181.28	73942	11/18/22
2210 Frontier Communications	NOVEMBER 6422	11/17/22	V	20	20-55270-20	Utilities - Telephone and Inte	156.82	73942	11/18/22
Totals for Check: 73942							496.90		
1073 Gray's Automotive Center	18106	11/17/22	P	22	20-53560-22	R&M - Veh Exp	07.00	73943	11/18/22
Totals for Check: 73943							07.00		
2806 Grimes Services	11/09/2022	11/17/22	P	40	10-53554-40	R&M - Street/Alleyways	3,000.00	73944	11/18/22
Totals for Check: 73944							3,000.00		
1429 Heath & Health Hardware, Inc.	1008915	11/17/22	P	23	20-53586-23	R&M - WWT	04.75	73945	11/18/22
Totals for Check: 73945							04.75		
2722 IMPACT PROMOTIONAL SERVICES	INV41951	11/17/22	P	20	10-51780-20	Uniforms	500.66	73946	11/18/22
2722 IMPACT PROMOTIONAL SERVICES	INV41952	11/17/22	P	20	10-51780-20	Uniforms	148.94	73946	11/18/22
2722 IMPACT PROMOTIONAL SERVICES	INV41441	11/17/22	P	20	10-51780-20	Uniforms	43.48	73946	11/18/22
2722 IMPACT PROMOTIONAL SERVICES	INV41440	11/17/22	P	20	10-51780-20	Uniforms	95.44	73946	11/18/22
2722 IMPACT PROMOTIONAL SERVICES	INV41442	11/17/22	P	20	10-51780-20	Uniforms	388.84	73946	11/18/22
2722 IMPACT PROMOTIONAL SERVICES	INV41932	11/17/22	P	20	10-51780-20	Uniforms	539.93	73946	11/18/22
Totals for Check: 73946							1,717.29		
1174 Jacksonville Daily Progress	1022025	11/18/22	P	11	10-51301-11	Required Newspaper Advertising	206.12	73947	11/18/22
Totals for Check: 73947							206.12		
1904 Jacksonville Fence Company, In	5001	11/17/22	P	50	10-53508-50	R&M - Building/Grounds	408.00	73948	11/18/22
Totals for Check: 73948							408.00		
2833 Lisa Lloyd	11/8/22	11/17/22	P	10	10-49479-00	Library Meeting Room	50.00	73949	11/18/22
Totals for Check: 73949							50.00		
1740 Maria Gonzalez	11/8/22	11/17/22	P	10	10-49487-00	Civic Center Revenue	150.00	73950	11/18/22
Totals for Check: 73950							150.00		
2753 Mark Cline MD	240899	11/17/22	P	20	20-54361-00	Employee Screening	139.00	73951	11/18/22
Totals for Check: 73951							139.00		

Begin Date: 11/01/2022 End Date: 11/30/2022 From Amt:

Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
1679 Matheson Tri-Gas Inc.	0026634302	11/17/22	P	20	20-52605-22	Chemicals	37.39	73952	11/18/22
Totals for Check: 73952							37.39		
1061 Quill	28628367	11/17/22	P	20	10-52635-20	Office Supplies	17.49	73953	11/18/22
1061 Quill	165597079	11/17/22	P	20	10-52635-20	Office Supplies	28.72	73953	11/18/22
1061 Quill	165597079	11/17/22	P	20	20-52635-20	Office Supplies	148.40	73953	11/18/22
Totals for Check: 73953							194.61		
1099 Rusk EDC	OCT08ER 2022	11/09/22	P		10-42404-00	Taxes - Sales Tax	28,090.46	73954	11/18/22
Totals for Check: 73954							28,090.46		
1031 Schaumburg & Polk, Inc.	0000929114.0013	11/17/22	P		20-56490-00	Capital Outlay - 2020 TMO8 Bon	9,644.32	73955	11/18/22
Totals for Check: 73955							9,644.32		
1040 State Comptroller	NOVEMBER22SALES	11/17/22	P		20-21125-00	Sales Tax Payable / Collected	3,271.27	73956	11/18/22
Totals for Check: 73956							3,271.27		
1023 Texas Child Support Disb Unit	PR00974	09/27/22	P		10-21131-00	A/P - Child Support Orders	654.70	73957	11/18/22
1023 Texas Child Support Disb Unit	PR00977	09/10/12/22	P		20-21131-00	Child Support	32.31	73957	11/18/22
1023 Texas Child Support Disb Unit	PR00978	09/10/12/22	P		10-21131-00	A/P - Child Support Orders	654.70	73957	11/18/22
1023 Texas Child Support Disb Unit	PR00979	09/10/25/22	P		10-21131-00	A/P - Child Support Orders	654.70	73957	11/18/22
1023 Texas Child Support Disb Unit	PR00980	09/11/08/22	P		10-21131-00	A/P - Child Support Orders	981.47	73957	11/18/22
Totals for Check: 73957							2,977.88		
1001 The C T Brannon Corporation	32142	11/17/22	P		23-56494-00	American Rescue Grant Expense	28,350.00	73958	11/18/22
Totals for Check: 73958							28,350.00		
1327 The Police and Sheriffs Press	169919	11/17/22	P	20	10-51780-20	Uniforms	17.60	73959	11/18/22
Totals for Check: 73959							17.60		
2257 UniFirst Holdings, Inc.	2780007014	11/17/22	P	40	10-51780-40	Uniforms	49.62	73960	11/18/22
2257 UniFirst Holdings, Inc.	2780007014	11/17/22	P	22	20-51780-22	Uniforms	37.30	73960	11/18/22
2257 UniFirst Holdings, Inc.	2780007014	11/17/22	P	23	20-51780-23	Uniforms	31.89	73960	11/18/22
2257 UniFirst Holdings, Inc.	2780008126	11/17/22	P	40	10-51780-40	Uniforms	49.62	73960	11/18/22
2257 UniFirst Holdings, Inc.	2780008126	11/17/22	P	22	20-51780-22	Uniforms	63.35	73960	11/18/22
2257 UniFirst Holdings, Inc.	2780008126	11/17/22	P	23	20-51780-23	Uniforms	31.89	73960	11/18/22
Totals for Check: 73960							263.67		
1042 United States Treasury	PR00980	09/11/08/22	P		10-21115-00	Payroll Liability	12,485.26	73961	11/18/22
1042 United States Treasury	PR00980	09/11/08/22	P		20-21115-00	Payroll Liability	3,971.00	73961	11/18/22
Totals for Check: 73961							16,456.26		
1198 USA BlueBook	159344	11/17/22	P	23	20-52625-23	Lab Supplies and Instruments	208.20	73962	11/18/22
1198 USA BlueBook	157664	11/17/22	P	23	20-52625-23	Lab Supplies and Instruments	599.32	73962	11/18/22
Totals for Check: 73962							807.52		
1093 Voyager Fleet Systems, Inc.	OCT08ER 2022	11/09/22	P	30	10-53566-30	RSM - Veh Exp - Fiel	837.91	73963	11/18/22

AP Checks For Date/Amount Range .00 To Amt: 99,999,999.99

Begin Date: 11/01/2022 End Date: 11/30/2022 From Amt:

Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
1093 Voyager Fleet Systems, Inc.	OCTOBER 2022	11/09/22	P	20	10-53566-20	RGM - Veh Exp - Fuel	2,517.70	73963	11/18/22
1093 Voyager Fleet Systems, Inc.	OCTOBER 2022	11/09/22	P	35	10-53566-35	RGM - Veh Exp - Fuel	440.92	73963	11/18/22
1093 Voyager Fleet Systems, Inc.	OCTOBER 2022	11/09/22	P	40	10-53566-40	RGM - Veh Exp - Fuel	688.83	73963	11/18/22
1093 Voyager Fleet Systems, Inc.	OCTOBER 2022	11/09/22	P	22	20-53566-22	RGM - Veh Exp - Fuel	1,087.81	73963	11/18/22
1093 Voyager Fleet Systems, Inc.	OCTOBER 2022	11/09/22	P	23	20-53566-23	RGM - Veh Exp - Fuel	245.18	73963	11/18/22
Totals for Check: 73963							5,818.35		
1370 Wholesale Supply, Inc.	44578	11/17/22	P	40	10-53518-40	RGM - Civic Center	635.00	73964	11/18/22
Totals for Check: 73964							635.00		
Grand Totals:							350,595.97		

***** End of Report *****

Account	Description	Current Year Amended Budget	Current Month Actual	% of Budget	YTD Actual	Budget Variance	Prior TYD Actual	Current Month Prior Year
10-04400-00	CREDIT CARD FEES - U	13,500.00-	1,401.74-	19.819	2,675.60-	9,034.00-	2,481.77-	1,094.38-
Subtotal:		13,500.00-	1,401.74-	19.819	2,675.60-	9,034.00-	2,481.77-	1,094.38-
10-41401-00	Taxes - Current M&O	660,000.00-	178,181.68-	47.393	312,795.06-	247,540.90-	286,133.78-	215,805.58-
10-41402-00	Taxes - Delinquent M	20,000.00-	1,459.09-	18.836	3,767.16-	13,266.77-	5,517.16-	1,298.95-
10-41404-00	I&S Revenue	250,000.00-	4,235.99-	27.511	68,776.73-	1,553.81	1,158.02-	3,318.61-
10-42403-00	Taxes - Franchise Ta	650,000.00-	93,322.43-	27.335	177,678.16-	452,539.12-	137,146.66-	97,086.49-
10-42404-00	Taxes - Sales Tax	25,000.00-	150.00-	4.182	1,045.60-	22,826.40-	17,408.34-	4,885.01-
10-43452-00	Permits - Building	350.00-				350.00-		
10-43453-00	Permits - Demolition	2,000.00-	126.50-	11.425	228.50-	1,432.20-	356.80-	294.80-
10-43454-00	Permits - Electrical	250.00-	110.00-	88.000	220.00-	25.00	120.00-	30.00-
10-43455-00	Permits - Gas	250.00-				250.00-	160.00-	160.00-
10-43456-00	Permits - House Move	250.00-	35.00-	3.500	35.00-	889.00-	219.00-	179.00-
10-43457-00	Permits - Mechanical	1,000.00-				1,000.00-		
10-43458-00	Permits - Peddlers	100.00-				10.00-		
10-43459-00	Permits - Plumbing	2,000.00-	99.00-	7.700	154.00-	1,481.50-	520.00-	330.00-
10-43460-00	Permits - Alcohol Fe	800.00-				800.00-	300.00-	300.00-
10-43472-00	Zoning Application F	500.00-				500.00-	100.00-	
10-46470-00	Interest Income	12,500.00-	7,040.94-	25.000	125.00-	375.00-	100.00-	
10-47470-00	REDC Contribution	101,000.00-			15,443.84-	11,852.11	2,017.82-	815.15-
10-47474-00	Transfers In	1,575,000.00-				101,000.00-	5,416.67-	
10-49473-00	Miscellaneous Revenue	35,000.00-	4,444.99-	-46.874	16,405.78	48,626.39-	13,332.51-	10,457.35-
10-49479-00	Library Meeting Room	2,500.00-	950.00-	52.000	1,300.00-	1,050.00-	950.00-	600.00-
10-49481-00	COURT REVENUE	300,000.00-	21,411.44-	11.659	34,977.20-	269,994.67-	34,925.10-	14,419.97-
10-49486-00	Animal Control Incom	200.00-	27.50-	52.250	104.50-	76.50-	72.00-	300.00-
10-49487-00	Civic Center Revenue	5,000.00-	1,500.00-	38.000	1,900.00-	3,150.00-	975.00-	
10-49489-00	Code Enforcement	5,000.00-				5,000.00-	5,200.00-	
10-49490-00	Library Fines	2,500.00-	601.00-	30.580	764.50-	1,587.00-	886.80-	398.05-
10-49494-00	Jim Hogg Park Revenue	750.00-	25.00-	16.667	125.00-	525.00-	225.00-	
10-49497-00	Sale of Public Prope				22,375.38-	22,375.38		
10-49499-00	CDBG GRANT	350,000.00-				350,000.00-		
10-49505-00	National Night Out	1,500.00-			1,275.00-		2,475.00-	
10-49516-00	EITOG Litter Abateme	10,000.00-		85.000		10,000.00-		
10-49999-00	Golf Course Lease	1,000.00-				1,000.00-		
Subtotal:		4,014,200.00-	313,720.56-	15.612	626,684.85-	3,251,589.83-	585,565.82-	350,678.96-
Program number:		4,027,700.00-	315,122.30-	15.626	629,360.45-	3,260,623.83-	588,047.59-	351,773.34-
Department number: Non-departmental		4,027,700.00-	315,122.30-	15.626	629,360.45-	3,260,623.83-	588,047.59-	351,773.34-

Fund: 10 General Fund

Department: 9 I & S

Program:

Period Ending: 11/2022

Account	Description	Current Year Amended Budget	Current Month Actual	% of Budget YTD Actual	Budget Variance	Prior YTD Actual	Current Month Prior Year
10-41404-09	I&S Revenue	25,000.00-			25,000.00-		
10-46470-09	Interest Income	600.00-			600.00-		
	Subtotal:	25,600.00-			25,600.00-		
	Program number:	25,600.00-			25,600.00-		
	Department number: I & S	25,600.00-			25,600.00-		
	Revenue	4,053,300.00-	315,122.30-	629,360.45-	3,286,223.83-	588,047.59-	351,773.34-
	Subtotal	4,053,300.00-	315,122.30-	629,360.45-	3,286,223.83-	588,047.59-	351,773.34-

Period Ending: 11/2022

Description	Current Month Actual	Prior Year Month Actual	% of Ammended Budget Used	Amended CY Budget	Current YTD	Prior Year YTD
Department number: 9 I & S				28,765.00		
Department number: 10 General Government (Quasi	3,247.19	50,998.03	8.688	350,600.00	30,458.77	95,337.28
Department number: 11 Mayor and City Council	12,270.10	10,630.77	20.138	216,847.00	43,668.83	19,477.47
Department number: 12 City Manager	24,211.06	9,964.27	20.109	208,856.00	41,997.87	17,774.76
Department number: 20 Police	74,619.67	73,241.45	10.398	1,136,612.00	118,180.73	121,577.74
Department number: 25 Municipal Court	7,729.86	9,474.80	13.200	103,436.00	13,653.31	14,715.20
Department number: 30 Fire Department	22,725.77	24,069.00	24.478	358,422.00	87,734.39	87,260.68
Department number: 35 Community Development	12,216.61	6,988.39	11.588	177,733.00	20,596.34	13,562.48
Department number: 40 Streets	33,222.97	43,223.66	5.099	1,204,030.00	61,389.85	67,095.52
Department number: 45 Library	10,065.43	9,494.29	18.231	117,939.00	21,500.87	18,035.23
Department number: 50 Parks & Rec	1,616.62	3,298.19	7.433	41,000.00	3,047.33	3,768.19
Department number: 55 REDC	1,528.85	5,470.06	14.878	101,008.00	15,028.10	10,236.96
Fund number: 10 General Fund	203,454.13	246,852.91	11.304	4,045,248.00	457,256.39	468,841.51

Account	Description	Current Year		Current Month		% of Budget	Budget Variance	Prior YTD		Current Month
		Amended Budget	Actual	Actual	Actual			Actual	Prior Year	
20-45500-00	Water Income	1,850,000.00-	167,412.27-	341,390.14-	18,454	1,374,990.90-	337,204.28-	171,113.24-		
20-45502-00	Bulk Water	1,000.00-		338.55-	33.855	661.45-				
20-45503-00	Water Taps	5,000.00-	100.00-	850.00-	17.000	4,150.00-	3,714.20-	300.00-		
20-45504-00	Late Charges	25,000.00-	3,975.19-	6,409.95-	25.640	15,575.41-	5,200.84-	2,659.13-		
20-45505-00	Water Conservation F	15,000.00-	1,298.70-	2,649.93-	17.666	11,366.77-	2,600.15-	1,318.35-		
20-45506-00	Connect & Reconnect	20,000.00-	1,785.00-	3,600.00-	18.000	15,825.00-	3,870.00-	1,590.00-		
20-45520-00	Sewer Income	1,350,000.00-	119,408.95-	239,139.94-	17.640	1,014,772.49-	248,634.89-	130,092.62-		
20-45521-00	Service Charges	1,500.00-	65.00-	140.00-	9.333	1,290.00-	140.00-	65.00-		
20-45522-00	Sewer Taps	3,000.00-		750.00-	25.000	2,250.00-	3,000.00-	1,500.00-		
20-46535-00	TM082021 Escrow Inte	2,150,000.00-		9,857.08-	.458	2,114,826.58-	42.18-	21.44-		
20-49005-00	Transfers from TMDB	31,000.00-	2,942.32-	5,907.48-	19.056	22,167.86-	5,710.11-	2,858.98-		
20-49525-00	Ambulance Income	660,000.00-	65,465.44-	132,124.84-	20.019	462,851.85-	116,933.52-	58,261.44-		
20-49527-00	Garbage Income	2,000.00-	120.00-	210.00-	10.500	1,650.00-	120.00-			
20-49532-00	Miscellaneous Income									
Subtotal:		6,113,500.00-	362,572.87-	742,367.91-	12.143	5,042,378.31-	727,170.17-	369,780.20-		
Program number:		6,113,500.00-	362,572.87-	742,367.91-	12.143	5,042,378.31-	727,170.17-	369,780.20-		
Department number: Non-departmental		6,113,500.00-	362,572.87-	742,367.91-	12.143	5,042,378.31-	727,170.17-	369,780.20-		
Revenue		6,113,500.00-	362,572.87-	742,367.91-	12.143	5,042,378.31-	727,170.17-	369,780.20-		

Period Ending: 11/2022

Description	Current Month Actual	Prior Year Month Actual	% of Ammended Budget Used	Amended CY Budget	Current YTD	Prior Year YTD
Department number: 10 ISR				2,377,858.00		
Department number: 20 Non-Departmental (Quasi)	126,220.14	91,816.01	8.986	2,642,700.00	237,471.30	113,696.06
Department number: 21 Billing	12,476.30	9,370.76	15.012	128,139.00	19,236.59	16,734.19
Department number: 22 Water	50,253.42	49,187.21	17.015	645,188.00	109,777.17	81,160.80
Department number: 23 Sewer	32,452.52	34,290.86	16.026	312,375.00	50,062.48	52,010.83
Fund number: 20 Water & Sewer Fund	221,402.38	184,664.84	6.822	6,106,260.00	416,547.54	263,601.88

Monthly Checking Account Balances

Account	Beginning Balance	Debits	Credits	Ending Balance
Rusk EDC	\$747,788.67	(\$1,712.50)	\$29,673.48	\$775,749.65
Payroll	\$4,454.23	(\$125,816.45)	\$125,046.44	\$3,684.22
Consolidated Cash	\$2,970,762.69	(\$565,511.07)	\$745,783.01	\$3,151,034.63
Recreation	\$123,789.72	(\$4,655.41)	\$251.44	\$119,385.75
Construction	\$2,950.29	\$0.00	\$6.09	\$2,956.38
Firemen's Retirement	\$18,990.91	(\$1,720.00)	\$38.06	\$17,308.97
Interest & Sinking	\$74,862.39	\$0.00	\$154.44	\$75,016.83
Total City Portfolio	\$3,943,598.90	(\$699,415.43)	\$900,952.96	\$4,145,136.43

November Consolidated Reconciliation

Bank reconciliation summary

As of 11/30/2022

Bank Balance	\$3,151,034.63
<u>Outstanding items</u>	
Checks and Wires	(32,585.15)
Deposits and other credits	62,848.10
<u>Items on Bank Statement but not on Books</u>	37,500.53
Subtotal	\$3,218,798.11
Book balance	\$3,218,798.11
Difference	\$0.00

CITY OF RUSK
City Council Meeting Minutes
Thursday, December 08, 2022

CALL MEETING TO ORDER

The Rusk City Council met in regular session on December 08, 2022, at the City Council Chambers, Rusk Civic Center 555 Euclid Street, Rusk, Texas. Mayor Middlebrooks called the meeting to order at 5:33 P.M.

Present: Mayor Ben Middlebrooks
Council Member Kendall Shoemaker, Council Place 1
Mayor Pro Tem Walter Session, Council Place 2
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Staff present Amanda Hill, Bob Goldsberry, Cinda Etheridge, Anthony King and Chief Scott Heagney.

INVOCATION

Mayor Pro Tem Walter Session, Council Place 2 gave the invocation.

PLEDGES OF ALLEGIANCE

1. *United States*
2. *Texas*

2. PROCLAMATION (S)/RECOGNITION (S) :

3. MAYOR COMMENTS: Comments will be from Mayor Middlebrooks. IN ACCORDANCE WITH THE OPEN MEETINGS ACT, THE CITY COUNCIL MAY NOT DISCUSS OR TAKE ACTION ON ANY ITEM WHICH HAS NOT BEEN POSTED ON THE AGENDA.

Congratulate the Rusk Chamber of Commerce on a great Christmas parade.

4. CITIZENS COMMENTS: At this time, comments will be taken from the audience on any subject matter that is not included on the agenda. IN ACCORDANCE WITH THE OPEN MEETINGS ACT, THE CITY COUNCIL MAY NOT DISCUSS OR TAKE ACTION ON ANY ITEM WHICH HAS NOT BEEN POSTED ON THE AGENDA.

Ken Ferrara spoke requesting that the executive session be at the end of the meeting instead

of the first of the meeting.

5. CONSENT AGENDA:

- A. Register Report for October 2022, Summary R & E, Credit Card Statement for September charges 2022, and Account Balances.
- B. November 10, 2022, Rusk City Council minutes.

Motion: Council Member Frances Long moved to approve the consent agenda items.
Kendall Shoemaker seconded motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Mayor Pro Tem Walter Session, Council Place 2
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Motion passed unanimously.

6. PUBLIC HEARING(S): None

7. ACTION ITEM:(S)

- A. Discuss and consider confirmation of Scott Heagney as Police Chief.

Motion: Council Member Kendall Shoemaker moved to approve the confirmation of Scott Heagney as Rusk Police Chief.
Zack McNew seconded motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Mayor Pro Tem Walter Session, Council Place 2
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Motion passed unanimously.

- B. Discuss and consider awarding depository contract.

Motion: Mayor Pro Tem Walter Session moved to accept Citizen's 1st Bank as the depository contract for the next three years.
Martha Neely seconded motion.

Aye: Council Member Kendall Shoemaker, Council Place 1

Mayor Pro Tem Walter Session, Council Place 2
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Motion passed unanimously.

C. Discuss and consider youth sports donations.

Motion: Mayor Pro Tem Walter Session moved to approve or sponsor ten (10) children for Little Dribbler's out of the recreational funds.
Kendall Shoemaker seconded motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Mayor Pro Tem Walter Session, Council Place 2
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Motion passed unanimously.

D. Discuss and consider bids for Chapman building renovations.

Motion: Council Member Frances Long moved to approve Amanda Hill and Brandon Scarborough to enter negotiation with the lowest bidder, Langston Construction out of Lufkin.
Martha Neely seconded motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Mayor Pro Tem Walter Session, Council Place 2
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Motion passed unanimously.

Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Motion passed unanimously.

8. **EXECUTIVE SESSION(S):** The City Council will enter Executive Session to discuss and consider the following-

- a. Government Code Section 551.071 litigation and certain consultation with attorney.
Cause No 2021090267 and Cause No. 2022060132 and any other related issues.

Entered executive session at 5:59 p.m.
Exited executive session at 6:51 p.m.

9. **EXECUTIVE SESSION ACTION (S):** The City Council will reconvene into Open Session to act, if any, on items discussed in the Executive Session.
No action taken.

10. **ANNOUNCEMENTS(S):** Comments may be made by Council or Staff on the following topics without specific notice: expressions of thanks, congratulations, or condolences. information on holiday schedules; recognition of public officials, employees, or citizens other than employees or officials whose status may be affected by the council through. action; reminders of community events. **NO ACTION MAY BE TAKEN ON THESE ITEMS**
First day to pick up application for the General Election in May for Mayor, District 1 and District 2 in January 17, 2023.

11. **CITY MANAGER'S REPORT(S):** Water Projects, Wastewater Projects, Drainage Projects, Road Projects, Capital Improvement Projects, Special Projects and Developments and Departmental Reports. **NO ACTION MAY BE TAKEN ON THESE ITEMS.**
Water well project should be started and the well shrouded.
Saturday December 10, 2022 is Movie Night at Musick Park should start around 6.

12. **ADJOURN**

Being no further business, the meeting adjourned at 6:57 p.m.

PASSED AND APPROVED this 12th day of January 2023.

Ben Middlebrooks, Mayor

ATTEST:

Cinda Etheridge, City Secretary

CITY OF RUSK
City Council Special Meeting Minutes
Monday, December 19, 2022

CALL MEETING TO ORDER

The Rusk City Council met in special session on December 19, 2022, at the City Council Chambers, Rusk Civic Center 555 Euclid Street, Rusk, Texas. Mayor Pro Tem Walter Session called the meeting to order at 10:00 a.m.

Present: Mayor Pro Tem Walter Session, Council Place 2
Council Member Zac McNew, Council Place 3
Council Member Frances Long, Council Place 5

Absent: Mayor Ben Middlebrooks
Council Member Kendall Shoemaker, Council Place 1
Council Member Martha Neely, Council Place 4

Staff present Amanda Hill, Bob Golds berry and Cinda Etheridge.

1. CALL TO ORDER.

2. Discuss and consider adopting the policy on text messaging while driving.

Motion: Frances Long moved to adopt the policy on text messaging while driving.
Council Member Zack McNew seconded motion.

Aye:	Mayor Pro Tem Walter Session, Council Place 2	Yes
	Council Member Zac McNew, Council Place 3	Yes
	Council Member Frances Long, Council Place 5	Yes

Absent: Mayor Ben Middlebrooks
Council Member Kendall Shoemaker, Council Place 1
Council Member Martha Neely, Council Place 4

Motion passed unanimously.

3. Discuss and consider adopting the policy on seat belt usage policy.

Motion: Council Member Zack McNew moved to adopt the policy on seat belt usage policy.
Council Member Frances Long seconded motion.

Aye:	Mayor Pro Tem Walter Session, Council Place 2	Yes
	Council Member Zac McNew, Council Place 3	Yes

Council Member Frances Long, Council Place 5

Yes

Absent: Mayor Ben Middlebrooks
Council Member Kendall Shoemaker, Council Place 1
Council Member Martha Neely, Council Place 4

Motion passed unanimously.

4. ADJOURN

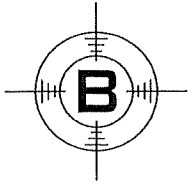
Being no further business, the meeting adjourned at 10:02 a.m.

PASSED AND APPROVED this 19th day of January 2023.

Ben Middlebrooks, Mayor

ATTEST:

Cinda Etheridge, City Secretary



THE C.T. BRANNON CORPORATION

AQUATIC CONSULTANTS | CIVIL ENGINEERS | AIRPORT CONSULTANTS

20 December 2022

Ms. Amanda Hill
City Manager, City of Rusk
205 S Main
Rusk, Texas 75785

Re: Water Well No. 7 Bid Tabulation

Dear Ms. Hill:

On December 15th, 2022, bids for Water Well No. 7 were received, opened and read aloud at Rusk City Hall as duly advertised.

For Contract A: Potable Water Well-

Out of the nine (9) well drilling contractors that were holding plans and specifications, four (4) bids were received. The bids ranged from a low of \$1,314,500.00 for the base bid to a high of \$1,847,777.00. There was a difference of \$533,277.00 between the low bid and the high bid received. As such, the bids are considered to be representative of the project and market conditions at the time of the opening.

The apparent low bidder at the time of opening was Weisinger, Inc. out of Willis, Texas. Following review and tabulation of the bids received Weisinger, Inc. remains the lowest responsible bidder for the City's project.

For Contract B: Water Well Site Improvements-

Out of the nine (9) general contractors that were holding plans and specifications, two (2) bids were received. The bids ranged from a low of \$210,792.00 for the base bid to a high of \$254,777.00. There was a difference of \$43,985.00 between the low bid and the high bid received. As such, the bids are considered to be representative of the project and market conditions at the time of the opening.

The apparent low bidder at the time of opening was Duplichain Contractors out of Alto, Texas. Following review and tabulation of the bids received Duplichain remains the lowest responsible bidder for the City's project.

Therefore, based on the bids received, review of the bid materials, and our knowledge of the Contractors, it is the Engineer's recommendation that the City of Rusk award:

Contract A to Weisinger, Inc. for the Base Bid of 1,314,500.00

and

Contract B to Duplichain Contractors for the Base Bid of 210,792.00

If further information or clarification is desired, please advise.

Sincerely,

Project Manager
The C. T. Brannon Corporation

cc: Bryan Johnson, A/A – The Brannon Corporation
Thomas Thompson, Utilities Director – The City of Rusk

PARusk 1804\22085 Water Well No. 7\WORD and XL Documents\General Bid Tab and Detailed Bid Tab Templates\Recommend award to Owner.docx



AQUATIC CIVIL AVIATION
BRANNON CORP
ENGINEERING & CONSULTING

1321 SOUTH BROADWAY
P.O. BOX 7487
TYLER, TX 75711
PHONE (903) 597-2122

WWW.BRANNONCORP.COM
TEXAS REGISTERED ENGINEERING FIRM
TEXAS REGISTRATION #F-242
REGISTERED IN: AL, AR, AZ, FL, GA, LA, MS, NE, OK

**BID TABULATION
CITY OF RUSK
CHEROKEE COUNTY, TEXAS
WATER WELL NO. 7**

Bid Date: December 15, 2022; Local & Federal Funds; TBC Project No. 22085

ITEM NO.	DESCRIPTION AND UNIT PRICE	Estimated Quantity	Weisinger Incorporated		Alsey Incorporated		C. Miller Drilling, Inc.		Duplichain Contractors, LLC		Cepps-Capoo Construction, Inc.	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
033053	Contract A: POTABLE WATER WELL Furnish all labor, tools, materials, equipment, insurance, superintendence, and any other requisite necessary to construct reinforced concrete well head, complete and in place, for	1 LS	9,200.00 \$	9,200.00 \$	10,450.00 \$	10,450.00 \$	5,077.00 \$	5,077.00 \$	No Bid \$	No Bid \$	8,350.00 \$	8,350.00 \$
332100-A	Furnish all labor, tools, materials, equipment, insurance, superintendence, and any other requisite necessary to drill to approximately 1000 feet and test pump an appropriately sized test well to determine the thickness of sands, water quality, and quantify a projected safe yield for a potable water production well, complete in place, for	1 LS	415,000.00 \$	415,000.00 \$	250,000.00 \$	250,000.00 \$	207,700.00 \$	207,700.00 \$	No Bid \$	No Bid \$	330,000.00 \$	330,000.00 \$
332100-B	Furnish all labor, tools, materials, equipment, insurance, superintendence, and any other requisite necessary to drill and complete a 16" main casing potable water supply well (Target Production - 500+/-gpm) including but not necessarily limited to: surface casing, well casing, screen(s), gravel pack, blank casing, cementing, and a temporary well cap, all in accordance with applicable sections of TCEQ Rules and Regs. for	1 LS	553,100.00 \$	553,100.00 \$	1,023,225.00 \$	1,023,225.00 \$	1,398,000.00 \$	1,398,000.00 \$	No Bid \$	No Bid \$	988,750.00 \$	988,750.00 \$
332100-C	Furnish all labor, tools, materials, equipment, insurance, superintendence, and any other requisite necessary to furnish and install 500 gpm submersible, multi-staged, deep well pump including but not necessarily limited to pump, motor, wire, airline, check valve, well seal, discharge pipe interior to water well #7, and well-head tee complete, for	1 EA	250,000.00 \$	250,000.00 \$	135,350.00 \$	135,350.00 \$	145,000.00 \$	145,000.00 \$	No Bid \$	No Bid \$	242,000.00 \$	242,000.00 \$
332100-D	Furnish all labor, tools, materials, equipment, insurance, superintendence, and any other requisite necessary to Plug and Abandon Existing Water Well #4 (14-inch diameter at 425-ft depth) in accordance with applicable sections of TCEQ Rules and Regs. including removal and transport of well components to the City of Rusk Public Works Warehouse complete, for	1 LS	52,900.00 \$	52,900.00 \$	32,500.00 \$	32,500.00 \$	60,000.00 \$	60,000.00 \$	No Bid \$	No Bid \$	64,110.00 \$	64,110.00 \$
331115	Furnish all labor, tools, materials, equipment, insurance, superintendence, and any other requisite necessary to construct flanged Well Head Piping from the wellhead discharge tee to the MJ fitting below ground, including but not necessarily limited to: all fittings (MJ fittings not included in this item), Class 53 DIP, cast iron flanged fittings, valves, pressure relief valve, pressure gauge, flow meter, thermal insulation, and any other appurtenances as shown on the plans and can be reasonably inferred from the specifications complete, for	1 LS	34,300.00 \$	34,300.00 \$	38,875.00 \$	38,875.00 \$	32,000.00 \$	32,000.00 \$	No Bid \$	No Bid \$	37,250.00 \$	37,250.00 \$
Total Contract A: POTABLE WATER WELL			1,314,500.00 \$	1,490,400.00 \$	1,847,777.00 \$	No Bid \$	1,680,460.00 \$	No Bid \$	No Bid \$	No Bid \$	968,000.00 \$	968,000.00 \$
332100-ALT 1	Alternate Contract A Furnish all labor, tools, materials, equipment, insurance, superintendence, and any other requisite necessary to drill and complete a 14" main casing potable water supply well (Target Production - 400+/- gpm) including but not necessarily limited to: surface casing, well casing, screen(s), gravel pack, blank casing, cementing, and a temporary well cap, all in accordance with applicable sections of TCEQ Rules and Regs. for	1 EA	540,000.00 \$	540,000.00 \$	1,000,000.00 \$	1,000,000.00 \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	968,000.00 \$	968,000.00 \$
332100-ALT 2	Furnish all labor, tools, materials, equipment, insurance, superintendence, and any other requisite necessary to furnish and install 400 gpm submersible, multi-staged, deep well pump including but not necessarily limited to pump, motor, wire, airline, check valve, well seal, discharge pipe interior to water well #10, and well-head tee complete, for	1 EA	235,000.00 \$	235,000.00 \$	127,500.00 \$	127,500.00 \$	125,000.00 \$	125,000.00 \$	No Bid \$	No Bid \$	234,000.00 \$	234,000.00 \$

BID TABULATION
CITY OF RUSK
CHEROKEE COUNTY, TEXAS
WATER WELL NO. 7

Bid Date: December 15, 2022; Local & Federal Funds; TBC Project No. 22085

ITEM NO.	DESCRIPTION AND UNIT PRICE	WEISINGER INCORPORATED		ALSAY INCORPORATED		C. MILLER DRILLING, INC.		DUPLICATE CONTRACTORS, LLC		CAPPS-CAPCO CONSTRUCTION, INC.	
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	ALTERNATE UNIT PRICING										
	CONTRACT 'A'										
1	For adjustment of final price on the total depth of the well, determined by the total depth of the electric log ADD for each foot more -or- DEDUCT for each foot less than a base depth of 1000 and discharge piping. ADD for each foot more -or- DEDUCT for each foot less than a base depth of 900 feet for	\$	150.00 \$	\$	75.00 \$	\$	50.00 \$	\$	No Bid \$	\$	165.00 \$
2	For adjustment of final price on the length of 16-inch main casing and discharge piping. ADD for each foot more -or- DEDUCT for each foot less than a base depth of 900 feet for	\$	150.00 \$	\$	150.00 \$	\$	50.00 \$	\$	No Bid \$	\$	110.00 \$
3	For adjustment of final price on the length of 14-inch main casing and discharge piping. ADD for each foot more -or- DEDUCT for each foot less than a base depth of 900 feet for	\$	125.00 \$	\$	138.00 \$	\$	50.00 \$	\$	No Bid \$	\$	100.00 \$
4	For adjustment of final price on the length of screen. ADD for each foot more -or- DEDUCT for each foot less than a base length of 100 feet for	\$	250.00 \$	\$	260.00 \$	\$	150.00 \$	\$	No Bid \$	\$	180.00 \$
5	For adjustment of final price on the length of blank liner. ADD for each foot more -or- DEDUCT for each foot less than a base length of 100 ft for	\$	90.00 \$	\$	100.00 \$	\$	50.00 \$	\$	No Bid \$	\$	50.00 \$
6	For adjustment of final price on the plugging cement in the case of extra drilled depth. ADD for each foot more -or- DEDUCT for each foot less than a base length of 100 ft for	\$	200.00 \$	\$	15.00 \$	\$	25.00 \$	\$	No Bid \$	\$	30.00 \$
	Contract B: WATER WELL SITE IMPROVEMENTS										
012100-A	Contingency Allowance, complete for	\$	No Bid \$	\$	No Bid \$	\$	No Bid \$	\$	25,000.00 \$	\$	25,000.00 \$
024111	Demolish existing fence, light pole, and any remaining structures above ground following the abandonment of water well #4, complete and in place for	\$	No Bid \$	\$	No Bid \$	\$	No Bid \$	\$	8,000.00 \$	\$	8,000.00 \$
260000-A	Furnish & Install Underground Electrical Service for well pump, LED site lighting, and outlet at wellhead, complete and in place, for	\$	No Bid \$	\$	No Bid \$	\$	No Bid \$	\$	2,460.00 \$	\$	24,950.00 \$
260000-B	Furnish & Install LED Site Lighting as shown, complete and in place, for	\$	No Bid \$	\$	No Bid \$	\$	No Bid \$	\$	11,800.00 \$	\$	12,700.00 \$
260000-C	Furnish all labor, equipment, tools, materials, and any other requisite necessary to construct electrical improvements including, but not necessarily limited to: pump motor starter sized to match the motor furnished under item 332100-C (Contract A) with all requisite equipment, breakers, panels, transformers, disconnect switches, heaters, and any other components necessary for automatic and manual cycling of Well #7, complete and in place, for	\$	No Bid \$	\$	No Bid \$	\$	No Bid \$	\$	66,100.00 \$	\$	63,825.00 \$
260000-D	Furnish all labor, equipment, tools, materials, and any other requisite necessary to incorporate control and function of Well #7 into the existing SCADA system, complete and in place, for	\$	No Bid \$	\$	No Bid \$	\$	No Bid \$	\$	4,800.00 \$	\$	6,500.00 \$
312200	For Well Site furnish all material, labor, tools, equipment, supervision, and any other requisite necessary to perform Site Grading, Excavation and Embankment (Final/density control), including, complete and in place, for	\$	No Bid \$	\$	No Bid \$	\$	No Bid \$	\$	24,800.00 \$	\$	21,500.00 \$
321123	Furnish and install flexible base course (Type A, Grade 1-2 crushed limestone with Minimum CBR = 60%) (Quantity calculated on 8-inch depth and 800 sf), on compacted subgrade, complete and in place, for	\$	No Bid \$	\$	No Bid \$	\$	No Bid \$	\$	19,224.00 \$	\$	43,610.00 \$
323129-A	Furnish and install new 8-foot tall chain-link fence (intruder resistant), complete and in place for	\$	No Bid \$	\$	No Bid \$	\$	No Bid \$	\$	60.00 \$	\$	58.50 \$
323129-B	Furnish and install new 30-foot cantilever sliding gate (intruder resistant), complete and in place for	\$	No Bid \$	\$	No Bid \$	\$	No Bid \$	\$	3,000.00 \$	\$	6,875.00 \$
323219-A	Furnish and broadcast seeding for erosion control (seed application rates=1,5sf/1000 sf, 2 applications), (application area =32,000 sf), as required by the Engineer, complete and in place for	\$	No Bid \$	\$	No Bid \$	\$	No Bid \$	\$	14.00 \$	\$	7.00 \$

**BID TABULATION
CITY OF RUSK
CHEROKEE COUNTY, TEXAS
WATER WELL NO. 7**

Bid Date: December 15, 2022; Local & Federal Funds; TBC Project No. 22085

ITEM NO.	DESCRIPTION AND UNIT PRICE	Estimated Quantity	Wesinger Incorporated		Alsay Incorporated		C. Miller Drilling, Inc.		Duplichain Contractors, LLC		Capps-Capco Construction, Inc.	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
328219-B	Furnish and apply fertilizer for erosion control (fertilizer application rates=15#/1000 sq. ft. 2 applications), as directed by the Engineer, complete and in place for	860 LB	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	1,400 \$	1,344,000 \$	3,000 \$	2,880,000 \$
331116	Furnish and install ductile iron fittings for PVC water line, complete and in place, for	300 LB	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	6,000 \$	1,800,000 \$	8,000 \$	2,400,000 \$
333313-A	Furnish and install 6-inch AWWA C900 DR-18 PVC water line, with tracer wire, complete and in place, for	160 LF	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	37,000 \$	5,920,000 \$	29,500 \$	4,720,000 \$
333313-B	Locate & connect to existing water line complete and in place, for	1 EA	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	3,000,000 \$	3,000,000 \$	1,200,000 \$	1,200,000 \$
334213-A	Furnish and install 18-inch Class III Reinforced Concrete Pipe, complete and in place, for	60 LF	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	120,000 \$	7,200,000 \$	75,000 \$	4,500,000 \$
334213-B	Furnish and install 4:1 18-inch Concrete Safety End Treatment, complete and in place, for	4 EA	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	750,000 \$	3,000,000 \$	950,000 \$	3,800,000 \$
Total Contract B: WATER WELL SITE IMPROVEMENT:			No Bid \$		No Bid \$		No Bid \$		210,792.00 \$		254,777.00 \$	
ALTERNATE UNIT PRICING												
CONTRACT 'B' SITE IMPROVEMENTS												
260000-E	Furnish & install 350 kW Diesel Generator with Automatic Transfer Switch, complete and in place, for	1 LS	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	No Bid \$	167,500.00 \$	167,500.00 \$	223,916.00 \$	223,916.00 \$
Total Contract A: POTABLE WATER WELL:			1,314,500.00 \$		1,490,400.00 \$		1,847,777.00 \$		No Bid \$		1,680,460.00 \$	
Total Contract B: WATER WELL SITE IMPROVEMENTS:			No Bid \$		No Bid \$		No Bid \$		210,792.00 \$		254,777.00 \$	
Total Contract A and Contract B:			1,314,500.00 \$		1,490,400.00 \$		1,847,777.00 \$		210,792.00 \$		1,935,237.00 \$	



I, Dalton L. Brown, Professional Engineer, No. 139303 do hereby certify that the above five (5) sealed bids were received, opened, and read aloud in accordance with the advertised procedures and that this tabulation is a true and accurate representation of the bids received.

[Signature]

303
-242

INTERLOCAL COOPERATION CONTRACT

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

1. CONTRACTING PARTIES

The Receiving Agency: Rusk Rural Water Supply Corp.

The Performing Agency: City of Rusk

2. STATEMENT OF SERVICES TO BE PERFORMED

This contract is entered into by and between the City of Rusk and Rusk Rural Water Supply Corporation, a Texas Corporation ("Corporation") for the purpose of supplying potable water to the Corporation.

City of Rusk Agrees:

A. Department agreed in Contract (date) 12-13-22, to permit Corporation 300,000 gallons per day to Crockett St., plant ID # 0370031.

B. Department agrees to provide potable water at the location of the intersection referenced in paragraph A herein, and to supply 300,000 gallons per day on a daily basis when required by the "Corporation" for the term of this contract.

C. Department agrees to maintain a person or persons on staff, who is/are licensed as a Class C Water Operator, to maintain a potable water supply for human consumption.

Corporation agrees:

A. Corporation agrees to notify, by telephone, the Plant Maintenance Manager of the Department, or his designee, when the need exist to access the "Department" water supply.

3. BASIS FOR CALCULATING REIMBURSABLE COSTS:

Corporation agrees to pay Department, on a monthly basis for water consumed in the previous month, based on the following rates:

Minimum	1,000 gallons	\$13.30
The next	11,000-25,000	\$3.70 ea. 1,000
The next	26,000-100,000	\$4.15 ea. 1,000
The next	101,000-250,000	\$4.40 ea 1,000

4. CONTRACT AMOUNT:

The total amount of this contract shall not exceed 300,000 gallons per day.

5. **PAYMENT FOR SERVICES:**

Payment for services performed shall be billed **Monthly**.

6. **TERM OF CONTRACT:**

This contract is to begin 12/13/22 and shall terminate
12/13/24. This contract has the option to renew for additional year.
Renewal will be done in writing and with mutual consent of both parties.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.

RECEIVING AGENCY AND ITS AGENT further certify that it has the authority to contract for the above services by authority granted in

Title 7 Texas Health & Safety Code and the current Appropriations Act.
(Statute, Constitution, Appropriation Bill)

PERFORMING AGENCY AND ITS AGENT further certify that it has the authority to perform the services contracted for by authority granted in

Texas Civil Statute, Article 4413 (32c) Section 3(2)
(Statute, Constitution, Appropriation Bill)

City of Rusk

Rusk Rural Water Supply Corporation

by: Amanda Heel
Authorized signature

by: [Signature]
Authorized signature

Title: City Manager

Title: General L Mandula

Date: 12-13-22

Date: 12-13-22

INTERLOCAL COOPERATION CONTRACT

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between the agencies shown below as Contraction Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

1. CONTRACTING PARTIES

The Receiving Agency: Rusk Rural Water Supply Corp.

The Performing Agency: City of Rusk

2. STATEMENT OF SERVICES TO BE PERFORMED

This contract is entered into by and between the City of Rusk and Rusk Rural Water Supply Corporation, a Texas Corporation ("Corporation") for the purpose of supplying potable water to the Corporation.

City of Rusk Agrees:

A. Department agreed in Contract (date) 12-14-22 to permit Corporation 300,000 gallons per day to loop 343., plant ID # 0370054.

B. Department agrees to provide potable water at the location of the intersection referenced in paragraph A herein, and to supply 300,000 gallons per day on a daily basis when required by the "Corporation" for the term of this contract.

C. Department agrees to maintain a person or persons on staff, who is/are licensed as a Class C Water Operator, to maintain a potable water supply for human consumption.

Corporation agrees:

A. Corporation agrees to notify, by telephone, the Plant Maintenance Manager of the Department, or his designee, when the need exist to access the "Department" water supply.

3. BASIS FOR CALCULATIONG REIMBURSABLE COSTS:

Corporation agrees to pay Department, on a monthly basis for water consumed in the previous month, based on the following rates:

Minimum	1,000 gallons	\$13.30
The next	11,000-25,000	\$3.70 ea. 1,000
The next	26,000-100,000	\$4.15 ea. 1,000
The next	101,000-250,000	\$4.40 ea 1,000

4. CONTRACT AMOUNT:

The total amount of this contract shall not exceed 300,000 gallons per day.

5. **PAYMENT FOR SERVICES:**

Payment for services performed shall be billed **Monthly**.

6. **TERM OF CONTRACT:**

This contract is to begin 12-13-22 and shall terminate 12-13-24. This contract has the option to renew for additional year. Renewal will be done in writing and with mutual consistent of both parties.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.

RECEIVING AGENCY AND ITS AGENT further certify that it has the authority to contract for the above services by authority granted in

Title 7 Texas Health & Safety Code and the current Appropriations Act.
(Statute, Constitution, Appropriation Bill)

PERFORMING AGENCY AND ITS AGENT further certify that it has the authority to perform the services contracted for by authority granted in

Texas Civil Statute, Article 4413 (32c) Section 3(2)
(Statue, Constitution, Appropriation Bill)

City of Rusk

Rusk Rural Water Supply Corporation

by: _____
Authorized signature

by:  _____
Authorized signature

Title: _____

Title: General Manager

Date: _____

Date: 12-13-22

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF HAYS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties

The Receiving Party: **Texas State University ("Texas State")** an institution of higher education and agency of the State of Texas.

*Texas School Safety Center
601 University Dr.
San Marcos, Texas 78666*

The Performing Party: **Rusk Police Department** a local government of the State of Texas

*City of Rusk
197 S Main St
Rusk, Tx 75785-1325*

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

Conduct **10** controlled buy/stings and follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Work shall be performed following the details outlined in attached **Exhibit A – Scope of Work**, and **Exhibit B – Performance Measures**.

III. Basis for Calculating Reimbursable Costs

Performing Party shall be paid \$125.00 for each correct and completed controlled buy/sting and follow-up reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)) **(for a maximum of 10 Controlled Buy/Stings and Follow-ups x \$125.00 each for a total of \$1,250.00)**. Payment will be based on the receipt and approval of an invoice for services following the details outlined in attached **Exhibit C – Payment for Services**.

IV. Contract Amount

The total amount of this Contract shall not exceed ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS AND NO/100 CENTS (\$1,250.00). This is the maximum amount collectable under the Contract as written.

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party in the form of a contract from the Department of State Health Services and/or the Texas Health and Human Services Commission to fund local law enforcement agencies to enforce *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*.

VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in *Texas Government Code 403.105 – Permanent Fund for Health and Tobacco Education and Enforcement*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in *Chapter 161.088, Texas Health and Safety Code and Chapter 791, Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is effective **upon execution of this contract** and shall terminate on **August 31, 2023**.

VIII. Termination

In the event of a material failure by a Performing Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon **30 days'** advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the **30-day** period.

IX. Other Provisions

Entire Contract; Modifications. This Contract supersedes all prior agreements, written or oral, between Receiving Party and Performing Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Agency and Performing Agency.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Certification. The Receiving Party and the Performing Party certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Performing Party and the Receiving Party have executed and delivered this Contract to be effective as of the Effective Date.

PERFORMING PARTY
City of Rusk

RECEIVING PARTY
Texas State University

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

EXHIBIT A SCOPE OF WORK

The Performing Party shall diligently render the following performance:

Contract funds shall be used to support the enforcement activities and additional program requirements outlined below. The Performing Party shall meet the assigned Performance Measures assigned in Exhibit B.

1. Enforcement Activities

The Performing Party shall:

- a. Conduct Controlled Buy/Stings and Follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using youth as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Refer to **Exhibit B Schedule – Performance Measures**, for the number of controlled buy/stings to be conducted.
- b. Conduct controlled buy/stings and follow-ups in target areas to include high retail density, low socio economic, high risk areas, and local perspective of previous sales to youth and/or complaints received.
- c. Record the results of the controlled buy/stings conducted using the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)) provided by the Texas School Safety Center at Texas State University.
- d. Use non-smoking male and female youth ages 16 –20 (born on or after September 1, 2001) in accordance with *Texas Health and Safety Code, Chapter 161.088 – Enforcement; Announced Inspections*.
- e. Use the State Comptroller of Public Accounts most recent Tobacco Permitted Retail Outlet List and Sale and Use Tax Outlet List of e-cigarette retail outlets for the controlled buy/stings to obtain retail outlet name, address, and tobacco permit numbers.
- f. Conduct follow-up controlled buy/stings of retail outlets found to be in violation of the sale of cigarettes, e-cigarettes, or tobacco products to youth. Reasons for follow-up may include: 1) repeated violations, 2) knowledge of historical perspective of previous sales to youth, and /or 3) complaints received where a follow-up is needed. Follow-up controlled buy/stings shall be conducted within two to ten (2-10) days of original controlled buy/sting.

2. Training Activities

The Performing Party shall:

- a. Participate in a web-based training session conducted by Texas School Safety Center at Texas State University prior to implementation of contract activities.
Representative(s) shall include the person(s) assigned to the implementation of the contract activities, and/or the supervisor overseeing the day-to-day activities of this contract, and the person(s) conducting the enforcement activities outlined in Exhibit A – Scope of Work.
- b. Participate in any and all ongoing technical assistance and training activities offered by the Texas School Safety Center at Texas State University.

3. Reporting Requirements

The Performing Party shall:

- a. Submit a completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)) provided by the Texas School Safety Center at Texas State University that tallies the number of controlled buy/stings and follow-ups conducted and number of citations issued within the performance reporting period.
- b. Submit billing information for services provided in the invoice section of the Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)). Payment amount for services is outlined in **Exhibit C – Payment for Services**. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)) shall be signed by the designated authorized official
- c. Attach completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2020)) for each controlled buy/sting conducted for the performance reporting period. The total activity reported shall correspond to the pre-established monthly goal listed in the Work Plan (TEP-100 (Rev 9/2020)).
- d. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)) shall be submitted to the Texas School Safety Center on the first day of the month. The report may be mailed to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.
- e. Texas School Safety Center forwards violation information to the Comptroller of Public Accounts as required by law, (*Texas Health & Safety Code, Section 161.090 Reports of Violation*) by the 10th working day of the month for activity of the previous month.

4. Additional Program Requirements

The Performing Party shall:

- a. Assign a minimum of one (1) agency representative to the implementation of the activities of this contract, and provide the name(s) of any key personnel changes that impact the requirements of this contract to via email: beapyle@txstate.edu or phone: 512-245-0821.

- b. Coordinate enforcement activities with other law enforcement agencies within the Performing Party's area. Coordination of services shall include but not limited to resources such as officers and youth decoys to maintain integrity of the undercover operation in testing compliance with tobacco sales to youth.
- c. Performing Party shall maintain specific, detailed supporting documentation of all programmatic records used in the course of conducting the Controlled Buy/Stings for a minimum of 4 years.

**EXHIBIT B
PERFORMANCE MEASURES**

The following performance measures will be used to measure compliance with the services rendered as described in Exhibit A, Scope of Work.

The Performing Party shall:

1. Conduct the number of activities for this contract period as follows:
 - a. Total number of controlled buy/stings and follow-ups using youth as decoys: **10**
 - i. In at least 50% of all controlled buy/stings conducted, the youth must attempt to purchase an e-cigarette, component, part, or accessory.
 - ii. Minimum number of e-cigarette attempts: **5**
 - b. A performance measure will not be assigned for follow-up of controlled buy/stings as a result of local perspective of previous sales to minors and/or complaints received. However, contractor is required to conduct follow-up of retail outlets not in compliance and report the activity monthly.
2. The Performing Party shall follow the Work Plan's (TEP-100 (Rev 9/2020)) monthly goals as pre-established upon the execution of the contract. The Work Plan (TEP-100 (Rev 9/2020)) outlines monthly goals to follow from **September 2022 to August 2023**.
 - a. Deviation from the pre-established Contractor's Program Work Plan requires **prior** approval from the Texas School Safety Center at Texas State University via email: beapyle@txstate.edu or phone: 512-245-0821.
 - b. Failure to complete and/or update the Work Plan (TEP-100 (Rev 9/2020)) may result in payment being withheld until completion or submission.

**EXHIBIT C
PAYMENT FOR SERVICES**

Payment will be based on the receipt and approval of Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2020)).

The Performing Party shall:

1. Be paid monthly upon submission of completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2020)) as confirmation of services rendered.
2. Be paid \$125.00 for each correct and completed controlled buy/sting reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)). All costs incurred for the purpose of conducting a complete control buy/sting are the responsibility of the contractor. In order to receive full payment for the controlled buy/stings including follow-ups billed for each performance reporting period, a completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)) must be attached for each.
3. Submit invoices and attachments to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to beapyle@txstate.edu.

The Monthly Summary and Invoice form (TEP-101 (Rev 9/2022)) will be reviewed by the receiving agency and submitted for payment if information included in the report and attachments are correct. Payment shall be subject to laws of the State of Texas including Prompt Payment.

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor shall not exceed **\$1,250.00** without prior written approval from the Texas School Safety Center at Texas State University.

TEXAS HEALTH AND HUMAN SERVICES PUBLIC BENEFIT LEASE AGREEMENT

1. PARTIES

This Public Benefit Lease Agreement (the "Agreement") is entered into between the **Health and Human Services Commission** ("Lessor" or "HHSC"), for and on behalf of its facility the Rusk State Hospital ("Facility"), and **City of Rusk, Texas** ("Lessee").

2. LEGAL AUTHORITY

Lessor, as successor in function to the Texas Department of Mental Health and Mental Retardation, the Department of State Health Services, and the Department of Aging and Disability Services, is authorized to lease real property under its control pursuant to the provisions of the *Texas Health and Safety Code* § 533.087 or *Texas Health and Safety Code* § 533A.087.

3. PROPERTY LEASED

Lessor agrees to lease approximately 3 acres as described in Exhibit A (the "Premises") on the grounds of Facility to Lessee, who has agreed to lease Premises from Lessor.

4. CONSIDERATION

(a) Consideration for this Agreement is \$10.00 for the term.

(b) Lessee will pay Consideration in the form of check or money order payable to "**Rusk State Hospital, Attention:** Michelle Foster, 805 N. Dickinson Drive, Rusk, Texas 75785 unless otherwise notified in writing by Lessor.

5. TERM OF LEASE AGREEMENT

(a) The term of this Agreement is five years, commencing on **September 1, 2022**, and ending on **August 31, 2027**, inclusive of such beginning and ending dates, unless terminated sooner.

(b) Lessor and Lessee agree that this Agreement is renewable only by mutual consent of the Parties in writing. Lessee will give Lessor written notice of its desire to renew this Agreement at least 90 calendar days prior to expiration. Each renewal will be evidenced by a new lease agreement or written addendum to this Agreement, signed by the Parties.

(c) Any holding over by Lessee after the ending date of this Agreement creates a new holdover tenancy subject to the same terms and conditions as the original tenancy, except that the holdover tenancy will be from month to month and terminable upon one-month notice.

6. TERMINATION

(a) It is mutually agreed between Lessee and Lessor that if Premises are, during the term of this Agreement or prior to it, damaged by fire or any other cause or causes, Lessee, in its sole discretion, may either finance the repair of such damage or terminate the Agreement. During the time of any such repair, if the space cannot be fully utilized by Lessee, the payments and/or reimbursements will be equitably adjusted during the period Premises remain unusable by Lessee.

(b) Lessor and Lessee expressly agree that either Party may, at any time within the primary or any renewal period, terminate this Agreement without incurring any further liability after

termination by providing, as appropriate, written notice not less than 90 calendar days before the specified termination date.

(c) Any termination of this Agreement will not affect the rights and obligations of the Parties accrued prior to the effective date of the termination and such obligations will survive and remain enforceable following the termination.

7. ALLOWED USE AND USERS

(a) Lessee will be allowed to use Premises for the purpose of law enforcement training, weaponry testing, and shooting practice (Lessee's "Program"). Program activities shall only be permitted for specific users as follows (the "Permitted Users").

(b) Permitted Users are the following:

- i. Employees of Lessee
- ii. County, State or Federal law enforcement employees
- iii. Third Parties under a current written contract with or for Lessee's police department
- iv. Manufacturer representatives of law enforcement related weaponry

(c) Discharge of firearms, shooting or training by the general public or any person not designated as a Permitted User is strictly prohibited.

(d) Lessee will not cause any nuisance or disruption that interferes with or impairs the safe, efficient, and smooth operation of Facility.

8. RESPONSIBLE PARTY

(a) Lessee will be responsible for operating Program and for employing, whether in a compensated or voluntary capacity, all on-site Program staff who will not be construed in any way to be in the employment of Lessor or Facility.

(b) Lessee will be responsible for obtaining all governmental licenses and permits, if any, required for the operation of Lessee's Program on Premises. Lessor will not be required to effectuate any zoning changes to allow for Lessee's intended use of Premises.

9. BUILDING MAINTENANCE, REPAIRS, WASTE REMOVAL

(a) Lessee, at its expense, will make repairs to Lessee-installed appliances, systems, structures and components.

(b) Lessee will reimburse Facility for repair expenses related to Premises damage caused by misuse or negligence, whether intentional or not, by Lessee's staff, visitors or guests. Facility will invoice Lessee for repairs as they occur. Payment is due within 30 days of invoicing.

(c) Lessee will reimburse Facility for repairs for which Lessee's insurance company is liable. Terms of Insurance and Indemnification and Hold Harmless sections of this Agreement will control with respect to repairs or maintenance required due to any condition for which Lessee maintains insurance.

(d) Lessee will be responsible for furnishing appropriate outside trash and refuse receptacles and for the removal of trash and refuse from Premises, including but not limited to, all brass and shell casings.

10. ALTERATIONS TO PREMISES AND CAPITAL/STRUCTURAL IMPROVEMENTS

(a) Lessee may not locate on Premises any fixtures without the express written consent of Lessor, such consent not to be unreasonably withheld.

(b) Upon Agreement expiration, the fixtures and related components will become the property of Lessor.

(c) Lessee, at its sole cost, will have the right to have an exterior sign installed. The sign will have dimensions not to exceed 8 feet wide by 8 feet tall. The sign and its location must be approved in writing by Lessor prior to installation.

(d) Lessee will have no right to encumber in any fashion Lessor's fee simple estate in Premises. Any fixed improvements made to Premises must be free of any debt or encumbrances prior to installation.

(e) Lessee may request authorization from Lessor to make alterations or capital/structural improvements to Premises. Upon receiving expressed written authorization of Lessor, Lessee may commence such projects at Lessee's sole expense. **No alteration or capital/structural improvement projects will be undertaken by Lessee without the express written authorization of Lessor.**

11. MANAGEMENT OF PREMISES AND ADJACENT FACILITY LAND AREA AS A RESULT OF PROGRAM ACTIVITIES

Lessee shall utilize its best efforts to prevent high levels of hazardous waste accumulation or disposal on the Premises or adjacent Facility land as a result of its Program or other activities or actions of its invitees or guests. With respect to spent lead fragments created by the Program, Lessee shall generally follow the guidelines of the Environmental Protection Agency ("EPA") document EPA-902-B-01-001 "Best Management Practices for Lead at Outdoor Shooting Ranges" (or any revision thereof) to prevent contamination or accelerated depreciation of the Premises value due to high levels affecting ground water, runoff or soils. As a requirement of this Agreement, Lessee shall conduct the following during the term of the Agreement:

- (a) Operate and alter the Premises in a manner for maximum containment and control of bullets, shot and bullet fragments as a result of the Program.
- (b) Take measures to maximize prevention of lead migration or outfall beyond the Premises land area.
- (c) Twice annually monitor for and remove excess lead buildup, if determined as needed by Lessor.
- (d) Twice annually monitor for and adjust soil pH, if determined as needed by Lessor.
- (e) Control runoff of any area of the Premises where lead may accumulate.
- (f) Document all of the above activities, including but not limited to volume, spread rate, location and method of lime applications.
- (g) Forward at a minimum of once annually the records of f, above.
- (h) Contact Lessor immediately upon any notice or observation of a contamination beyond acceptable levels as declared by the EPA.
- (i) Annually sample and have lab tested soil samples from random areas possibly containing lead or other contamination due to Program activities. The first sampling and related report shall be completed and forwarded to Lessor during the month of April 2023 and repeated during the month of April each year thereafter. Lab test results shall be reported directly from the lab utilized.

12. EMERGENCIES

An emergency is defined as an unusual or critical occurrence requiring immediate repair, action or remediation to protect the health, safety, and welfare of the occupants and employees of

the Facility. In the case of an emergency, Lessee will take appropriate actions to secure the health, safety and welfare of people and property. Lessee will immediately inform the appropriate staff at Facility, by telephone and will provide a description of the emergency, insurance coverage (as appropriate) and any other pertinent information to Facility.

13. INSPECTIONS

(a) Lessor reserves the right to conduct periodic inspections of Premises to determine Lessee's compliance with the Agreement provisions. Lessee agrees to permit Lessor or its representatives, to enter Premises for the purpose of inspection and/or for performing work consistent with Lessor's inspection and maintenance programs. Except in the case of an emergency, Lessor will perform their inspections and work in a manner not to interfere with Lessee's Program.

(b) From time to time, Lessor may inspect or arrange for the inspection of Premises, to determine the need for repair or maintenance due to unusual events, such as storm, fire, and/or water damage.

14. PARKING

Lessee will only park in areas designated by Lessor. Inoperable vehicles may not be stored on the Premises for longer than 10 calendar days. Vehicles parked in non-designated areas or inoperable will be towed at Lessee's and owner's own expense.

15. SECURITY

Lessee will not in any capacity rely upon the security personnel employed at Facility. Lessee will provide sufficient security measures for its Program.

16. ACCEPTANCE OF LEASED PREMISES

AS SIGNIFIED BY THE INITIALS OF LESSEE'S REPRESENTATIVE HEREIN BELOW, LESSEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF PREMISES AND ACCEPTS SAME "AS IS" IN ITS EXISTING CONDITION. LESSOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER EXPRESS OR IMPLIED WARRANTY.

LESSEE'S REPRESENTATIVE INITIAL HERE: _____ ↔

17. DEFAULT

(a) Failure to comply with any provision of this Agreement will constitute an event of default. Lessor will have the right to terminate this Agreement if Lessee defaults. In the case of default or termination, Lessee will not be relieved of sums due at the time of termination or in the future. In the case of default, Lessee will not be entitled to remove any improvements from Premises until all obligations under this Agreement have been satisfied by Lessee, as evidenced in writing by Lessor. No provision of this Agreement will preclude Lessor from seeking any other remedy it may have at law or equity.

(b) Neither Lessor nor Lessee will be in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure; provided, the Party claiming Force Majeure notifies the other Party of such occurrence within 10 business days and promptly commences, diligently pursues and takes all reasonable actions to limit the effect of the Force Majeure. Force Majeure is understood to be any cause which is beyond the reasonable

control of the Party affected, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind, and flood; or because of any law, or order, proclamation, regulation, or ordinance of the state or federal government or of any subdivision of such government.

(c) Neither the acceptance by one Party of any payments hereunder nor the failure by one Party to complain of any action, non-action or default concerning the other Party will constitute a waiver of any Party's rights hereunder. Failure of notice by a Party for any act or event will not constitute a waiver of any right or obligation set forth in the Agreement.

(d) The failure of Lessor or Lessee to insist on one or more instances of strict performance of any of the covenants of this Agreement will not be construed as a waiver or relinquishment of such covenants in future instances, but such covenants will continue and remain in full force and effect.

(e) In the event Lessee is in default in the payment of Consideration and/or reimbursements or other charges due under this Agreement, or otherwise breaches its covenants or obligations, and remains in default for a period of 30 calendar days after Lessee receives written notice from Lessor of such default, or if Lessee vacates or abandons Premises at any time during the term of this Agreement for a period of 90 continuous days, Lessor will have the right to terminate this Agreement and declare it at an end, and enter upon and/or take possession of Premises. Lessor also will have the remedies now and hereafter provided by this Agreement and any common law, constitutional law, or statutory law remedies for recovery of any rental payments or reimbursement payments due under this Agreement, possession of Premises, and damages occasioned by such default.

(f) If Lessor defaults in the performance of any of the covenants or conditions which Lessor is required to perform under this Agreement and such default continues for 30 calendar days after Lessor receives written notice from Lessee, then Lessee may, at its option, terminate this Agreement and Lessee will have no further obligations under this Agreement other than the repair and restoration of Premises in accordance with this Agreement.

(g) Lessor has and is expressly granted a valid first lien on all the goods, chattels, and fixtures which Lessee may own on Premises, except for ambulances, to secure the payment of Consideration. Such first lien extends to the proceeds of any insurance accruing to Lessee by reason of the destruction of or damage to any and all such property. It is further agreed the first lien is not a waiver of any other statutory lien given or which may be given Lessor but is in addition to the statutory lien.

18. RULES

Lessee agrees to abide by any and all rules promulgated by Lessor and Facility related to activities and visitation of areas of Facility outside of the Premises area.

19. RIGHT TO SELL PREMISES

Lessor expressly retains and reserves the right to sell Premises, in whole or in part, during the term of this Agreement. Lessor will provide Lessee written notice of any decision to sell all or part of Premises at least 30 calendar days prior to the effective date of any such sale.

20. DELIVERY OF PREMISES UPON TERMINATION

(a) Providing Lessee is not in default, upon termination of this Agreement by lapse of time or otherwise, Lessee will, within a reasonable time thereafter, at its sole option and expense, remove from Premises its trade fixtures, appliances or other personal property placed or owned by Lessee

and not designated to become the property of Lessor. Lessee will repair any damages of Premises caused by the removal.

(b) Lessor will perform a final inspection of Premises after Lessee has vacated Premises. Lessee will be responsible for paying all costs associated with repairs and maintenance consistent with this Agreement that are necessary as determined by the final inspection, reasonable use, wear and tear and damages by the elements excepted. Payment is due within 30 days of notification.

(c) Lessee will surrender all keys for Premises to Lessor.

21. INSURANCE

Lessee will secure policies of Insurance as set forth below:

Lessee will maintain liability coverage during the term of this Agreement adequate to cover Lessee's interests through insurance policies obtained from insurance underwriter(s) licensed in the State of Texas.

Lessee will maintain business renters' insurance with limits not less than \$1,000,000.00 and, upon request, will provide Lessor with a copy of the insurance policy and endorsements. The policy will name Lessor and Facility as additional insureds. It is expressly understood and agreed that the proceeds from such coverage will be applied as first priority to repair or replace the building and any improvements unless all Parties agree in writing to alternate use of the proceeds.

The policy will specify fire insurance and extended coverage on any Facility building in an amount not less than \$100,000.00 on the replacement value of the building and any improvements.

22. INDEMNIFICATION AND HOLD HARMLESS

(a) TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, LESSEE WILL INDEMNIFY AND HOLD HARMLESS LESSOR FROM ANY AND ALL CLAIMS, DAMAGES, COSTS, EXPENSES, OR LIABILITY ARISING OUT OF LESSEE'S USE OF PREMISES, EXCEPT FOR THOSE EVENTS ARISING OUT OF THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OF LESSOR OR THEIR EMPLOYEES, OFFICERS AND AGENTS. LESSEE WILL, UNDER NO CIRCUMSTANCES, BRING OR CAUSE A SUIT TO BE FILED AGAINST LESSOR FOR ANY EVENT ARISING OUT OF THE USE OF PREMISES.

(b) Neither Facility nor Lessor is liable for the negligent acts or omissions of the Lessee, its officers, employees, or agents, which cause the death, bodily injury or illness of any person or damage to or destruction of any property.

(c) This Agreement does not create a joint venture, partnership, agency or other legal relationship between Lessor and Lessee other than the one of Lessor and Lessee.

23. ASSIGNMENT

Lessee will not assign this Agreement to any other party without the express written consent of Lessor. Lessor will exercise its sole discretion regarding approval of any assignment. Premises may not be divided for the purposes of assigning a portion of Premises to another party. Lessee agrees that it will not assign or sublet all or any part of the leased Premises to any private parties (persons or corporations). Lessor reserves the right to assign all rights and responsibilities under this Agreement to another agency of the State of Texas without written consent of Lessee.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Lessee and Lessor regarding the subject matter of this Agreement. No oral or written representation or promise made by any person prior to or contemporaneous with the execution of this instrument is binding on any Party. This Agreement will not be amended, changed, or extended except by written document signed by duly qualified representatives of each Party.

25. GRAMMATICAL INTERPRETATION

Whenever the singular number is used, it includes the plural, and the masculine gender includes the feminine and neuter gender.

26. ARTICLE HEADINGS

Headings used are for the convenience of the Parties for reference and identification and will not be construed to limit or alter the meaning of the provisions of this Agreement.

27. PRIVILEGES AND IMMUNITIES

It is expressly agreed and understood between Lessor and Lessee that Lessor is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Lessor of its right to claim such exemptions, privileges, and immunities as may be provided by law.

28. SEVERABILITY

Should any term or provision of this Agreement be found invalid by a court of law, the remainder of this Agreement will not be affected and all other provisions in this Agreement remain valid and enforceable to the fullest extent permitted by law.

29. GOVERNING LAW

(a) This Agreement is being executed and delivered and is intended to be performed in the State of Texas. The laws of Texas will govern the validity, construction, interpretation, and enforcement of this Agreement.

(b) This Agreement is construed under and in accordance with the laws of the State of Texas. The venue for all legal proceedings pertaining to this Agreement is in Travis County, Texas.

30. AGREEMENT REPRESENTATIVES

The following will act as the Representative authorized to administer activities and receive all non-legal notices under this Agreement on behalf of their respective Party:

<u>Facility</u>	<u>Lessor</u>	<u>Lessee</u>
Rusk State Hospital Attn: Superintendent 1601 N. Dickinson P.O. Box 318 Rusk, Texas 75785	Health and Human Services Commission Attn: Real Estate Management Mail Code 2057 909 W. 45 th Street Austin, Texas 78751	The City of Rusk 408 N. Main Street Rusk, Texas 75785

Either Party may change its designated Representative by providing written notice to the other Party.

31. LEGAL NOTICES

Any legal notice required under this Agreement from Lessor to Lessee shall be deemed delivered on the date hand delivered, received by common carrier or, if delivered by U.S. Mail, then on the earlier of (i) the third calendar day after being deposited in the U.S. Mail (if on Sunday, then the following day), or (ii) the date of actual receipt or (ii) the first date of attempted delivery, or unless otherwise provided in this Agreement. Any legal notice from Lessee to Lessor shall be deemed delivered when actually received by Lessor.

LESSOR

Health and Human Services Commission
Attn: Office of Chief Counsel
4900 North Lamar Blvd.; MC 1100
Austin, Texas 78711

LESSEE

The City of Rusk
408 N. Main Street
Rusk, Texas 75785

With a copy to:

Facility
Rusk State Hospital
Attn. Superintendent
1601 N. Dickinson
P.O. Box 318
Rusk, Texas 75785

Either Party may change its address for legal notices by written notice to the other Party.

32. AUTHORITY TO BIND

(a) This Agreement is not binding on the Lessor unless and until it has been executed by the Executive Commissioner or an authorized designee.

(b) This Agreement inures to the benefit of and is binding upon the personal representatives, successors in interest and assigns of Lessee and Lessor, but these provisions do not constitute permission for Lessee to assign all or any part of this Agreement. Each Party represents that the

person executing this Agreement on behalf of that Party has full authority to do so and to bind that Party to the terms and conditions of this Agreement.

33. LESSEE'S AUTHORITY

The person or persons executing this Agreement on behalf of Lessee, or representing themselves as executing the Agreement on behalf of Lessee, guarantee that they have been fully authorized by Lessee to execute the Agreement on Lessee's behalf and to validly and legally bind Lessee to all the terms and provisions contained herein.

34. LESSOR'S AUTHORITY

Lessor represents it has good and sufficient title to Premises, and full power and authority to execute this Agreement and to place Lessee in possession of Premises in full satisfaction of and in compliance with the terms and conditions of this Agreement. This Agreement is subject to any and all outstanding rights-of-way, easements, restrictions, covenants and mineral interests affecting Premises.

Signature Page to Follow

**Signature Page for
HHSC Agreement**

Executed as of the day and year of the last signature below.

Lessor:
**Health and Human Services
Commission**

Lessee:
City of Rusk, Texas

By: _____
Scott Schalchlin
Deputy Executive Commissioner

By: _____

Name: _____

Title: _____

Date Signed: _____

Date Signed: _____


Concurrence by Facility:

By: _____

Date Signed: _____

Exhibit A

Gun range area

- Legend**
-  access road
 -  gun range
 -  range area

gun range

access road

FM 768

768

South to Highway 69, North of Rusk State Hospital

Google earth

© 2016 Google

700 ft



**RUSK MUNICIPAL COURT
197 SOUTH MAIN STREET
RUSK, TEXAS 75785**

**(903) 683-2677
(Fax) 683-1218
January 3, 2023**

*FORREST K. PHIFER
Municipal Court Judge*

*KALA GOFF
Court Administrator*

December 2022 City Council Report

Total number of Citations issued for the month of Dec. 2022	<u>151</u>
Total amount of dollars collected for the month of Dec. 2022	<u>\$22,311.16</u>
Total amount of dollars submitted for State Fees for the month of Dec. 2022	<u>\$11,244.32</u>
Total amount of dollars dismissed for the month of Dec. 2022	<u>\$4,788.00</u>
Total amount of Citation balance from 10/1/22(fiscal year) until September 2023	<u>\$84,202.70</u>

CITATION BY VIOLATION

Date From: 12/01/2022 Date To: 12/31/2022

Rusk Municipal Court

CODE: 4306	VIOLATION: C.O.:FAIL TO TAKE TRUCK ROUTE	Total Violations: 1
CODE: 4316	VIOLATION: C.O.:NOISE/LOUD MUSIC	Total Violations: 1
CODE: 3656A	VIOLATION: DISPLAY EXPIRED LICENSE PLATE (TRAILER)	Total Violations: 1
CODE: 3656	VIOLATION: DISPLAY EXPIRED LICENSE PLATES (REG)	Total Violations: 8
CODE: 3006	VIOLATION: DISREGARD STOP SIGN	Total Violations: 5
CODE: 3103	VIOLATION: DL: NO DRIVERS LICENSE	Total Violations: 16
CODE: 3101	VIOLATION: DL:DRIVING WHILE LICENSE INVALID	Total Violations: 5
CODE: 3259	VIOLATION: DL:EXPIRED OPERATORS LICENSE	Total Violations: 2
CODE: 3263	VIOLATION: DL:FAIL TO DISPLAY DL	Total Violations: 1
CODE: 3264	VIOLATION: DL:FAIL TO REPORT CHANGE OF ADDRESS/NAME	Total Violations: 1
CODE: 3112	VIOLATION: DLR:NO MOTORCYCLE ENDORSEMENT	Total Violations: 1
CODE: 1550	VIOLATION: EQ:NO FRONT LICENSE PLATE	Total Violations: 1
CODE: 3274	VIOLATION: EQ:NO LICENSE PLATE LIGHT	Total Violations: 1
CODE: 3049	VIOLATION: FAIL TO MAINTAIN (1) FINANCIAL RESPONSIBILITY	Total Violations: 7
CODE: 3049A	VIOLATION: FAIL TO MAINTAIN (1) FINANCIAL RESP-UVFR	Total Violations: 4
CODE: 3060	VIOLATION: FAIL TO STOP-DESIGNATED POINT- STOP SIGN	Total Violations: 3
CODE: 3668	VIOLATION: LICENSE PLATE REGISTRATION	Total Violations: 7
CODE: 3800B	VIOLATION: MINOR - IN POSSESSION OF TOBACCO	Total Violations: 1
CODE: 3032	VIOLATION: NO SEAT BELT -- DRIVER	Total Violations: 2
CODE: 3323	VIOLATION: OPEN CONTAINER	

Rusk Municipal Court**Total Violations: 2**

CODE: 3240 VIOLATION: POSSESSION OF DRUG PARAPHERNALIA**Total Violations: 3**

CODE: 4011 VIOLATION: PUBLIC INTOXICATION 1ST**Total Violations: 1**

CODE: 3586A VIOLATION: SPEED:SPEEDING (06-10)**Total Violations: 4**

CODE: 3586B VIOLATION: SPEED:SPEEDING (11-15)**Total Violations: 20**

CODE: 3586C VIOLATION: SPEED:SPEEDING (16-20)**Total Violations: 33**

CODE: 3586D VIOLATION: SPEED:SPEEDING (21-25)**Total Violations: 5**

CODE: 3586F VIOLATION: SPEED:SPEEDING (26-30)**Total Violations: 7**

CODE: 3586E VIOLATION: SPEED:SPEEDING (31-35)**Total Violations: 4**

CODE: 3596B VIOLATION: SPEED:SPEEDING IN A SCHOOL ZONE (11 - 15)**Total Violations: 1**

CODE: 3596C VIOLATION: SPEED:SPEEDING IN A SCHOOL ZONE (16 - 20)**Total Violations: 1**

CODE: 3031 VIOLATION: UNRESTRAINED CHILD UNDER 8 YOA OR 4FT 9"**Total Violations: 1**

CODE: 3529 VIOLATION: WALKED IN ROADWAY/NOT FACING TRAFFIC**Total Violations: 1**

Total Citations: 151

Payment Code Financial Report

12/01/2022 to 12/31/2022

Rusk Municipal Court

CODE :	CASH	PAYMENTS :	220	TOTAL :	\$5,025.95
CODE :	CC	PAYMENTS :	77	TOTAL :	\$1,908.00
CODE :	CHECK	PAYMENTS :	36	TOTAL :	\$707.46
CODE :	CREDIT	PAYMENTS :	565	TOTAL :	\$14,669.75
TOTAL PAYMENTS :			898	TOTAL :	\$22,311.16

Monetary

Payment Code Financial Report

12/01/2022 to 12/31/2022

Rusk Municipal Court

CODE :	ADJ	PAYMENTS :	7	TOTAL :	\$195.00
CODE :	COM SERV	PAYMENTS :	18	TOTAL :	\$653.00
CODE :	CPL	PAYMENTS :	28	TOTAL :	\$825.00
CODE :	DSC	PAYMENTS :	20	TOTAL :	\$2,498.00
CODE :	GCD	PAYMENTS :	7	TOTAL :	\$250.00
CODE :	INDIGENT	PAYMENTS :	212	TOTAL :	\$8,828.50
CODE :	JAIL CRED	PAYMENTS :	77	TOTAL :	\$2,702.50
TOTAL PAYMENTS :			369	TOTAL :	\$15,952.00

non-monetary

STATE / CITY FEES FINANCIAL REPORT

Date Range: 12/1/2022 to 12/31/2022

Rusk Municipal Court

FEE CODE : ADMINISTRATIVE FEE	STATE CODE :	PAYMENTS : 20	VALUE : \$279.01
FEE CODE : ARREST FEE	STATE CODE :	PAYMENTS : 74	VALUE : \$330.56
FEE CODE : STATE CONSOLIDATED FEE	STATE CODE :	PAYMENTS : 76	VALUE : \$3976.63
FEE CODE : COLLECTION FEE	STATE CODE :	PAYMENTS : 28	VALUE : \$1758.12
FEE CODE : CHILD SAFETY FEE	STATE CODE :	PAYMENTS : 4	VALUE : \$69.78
FEE CODE : INDIGENT DEFENSE FEE	STATE CODE :	PAYMENTS : 11	VALUE : \$20.01
FEE CODE : JUDICIAL SUPPORT C	STATE CODE :	PAYMENTS : 2	VALUE : \$12.00
FEE CODE : JUDICIAL SUPPORT	STATE CODE :	PAYMENTS : 9	VALUE : \$48.00
FEE CODE : LOCAL CONSOLIDATED FEE (SECURITY)	STATE CODE :	PAYMENTS : 85	VALUE : \$293.22
FEE CODE : LOCAL CONSOLIDATED FEE (TRUANCY	STATE CODE :	PAYMENTS : 85	VALUE : \$299.20
FEE CODE : LOCAL CONSOLIDATED FEE (TECHNOLOGY)	STATE CODE :	PAYMENTS : 85	VALUE : \$239.40
FEE CODE : LOCAL CONSOLIDATED FEE (JURY FUND)	STATE CODE :	PAYMENTS : 82	VALUE : \$6.07
FEE CODE : MUNICIPAL COURT BUILDING SECURITY FEE	STATE CODE :	PAYMENTS : 10	VALUE : \$27.94
FEE CODE : MUNICIPAL COURT TECHNOLOGY FUND	STATE CODE :	PAYMENTS : 10	VALUE : \$37.26
FEE CODE : MOVING VIOLATION FEE/CITY	STATE CODE :	PAYMENTS : 7	VALUE : \$0.07
FEE CODE : MOVING VIOLATION FEE/STATE	STATE CODE :	PAYMENTS : 9	VALUE : \$0.74
FEE CODE : OMNIBASE REIMBURSEMENT FEE	STATE CODE :	PAYMENTS : 21	VALUE : \$126.00
FEE CODE : OMNIBASE REIMBURSEMENT TDPS CITY FEES	STATE CODE :	PAYMENTS : 26	VALUE : \$80.04
FEE CODE : OMNIBASE REIMBURSEMENT STATE	STATE CODE :	PAYMENTS : 12	VALUE : \$219.95
FEE CODE : JURY REIMBURSEMENT FUND	STATE CODE :	PAYMENTS : 9	VALUE : \$31.99
FEE CODE : STATE TRAFFIC FINE	STATE CODE :	PAYMENTS : 47	VALUE : \$2068.71
FEE CODE : LOCAL TRAFFIC FINE	STATE CODE :	PAYMENTS : 48	VALUE : \$121.27
FEE CODE : TIME PAYMENT REIMBURSEMENT CITY NO	STATE CODE :	PAYMENTS : 9	VALUE : \$116.87
FEE CODE : TRUANCY PREVENTION AND DIVERSION FUND	STATE CODE :	PAYMENTS : 9	VALUE : \$16.00
FEE CODE : WARRANT FEE	STATE CODE :	PAYMENTS : 28	VALUE : \$1065.48

TOTAL PAYMENTS : 806 VALUE : \$11244.32

DISMISSAL REPORT
FROM 12/01/2022 TO 12/31/2022

Rusk Municipal Court

Citation#	Docket#	Name	Disp	Amount Dismissed	Docket Balance
904014	20221439	RHUDY, DONNIE JOE	DC2	\$141.00	\$0.00
11102408	20221275	GOSSETT, WILLIAM JOEL	DC2	\$141.00	\$0.00
903836	20220984	FORBES, CONSTANZA BEATRIZ	DD	\$0.00	\$0.00
903905	20221124	LOPEZ, DAVID	DC2	\$141.00	\$0.00
903936	20221162	KORNEGAY, ASHLEY LYNN	DC2	\$163.00	\$0.00
904056	20221551	SHAVER, MADISON GRACE	DC2	\$161.00	\$0.00
406608	20221238	TRUJILLO, JULISA ELENA	DC2	\$161.00	\$0.00
406549	20220957	SMITH, JAMES WALKER	DC2	\$141.00	\$0.00
903958	20221209	MEISNER, ERINN HOPE	DC2	\$141.00	\$0.00
903964	20221219	MURRAY, JEFFREY DALE	DD	\$0.00	\$0.00
904073	20221578	NERREN, JOAN VINES	DC2	\$181.00	\$0.00
904141	20221758	WOODARD, JANIS KATHRYN	DC2	\$141.00	\$0.00
904169	20221817	PHELPS, DALTON LEE	DC2	\$181.00	\$0.00
802446	20221630	BURTON, COLLIN THOMAS	DC2	\$161.00	\$0.00
406614A	20221251	UPSHAW, JIMMY RAY JR	DS	\$250.00	\$0.00
903887	20221069	SESSION, MARQUITA LEZETTE	DD	\$275.00	\$0.00
903973	20221260	DECKER, PATRICK	DC2	\$161.00	\$0.00
205094	20221407	RAMIREZ ARELLANO, VIRIDIANA	DC2	\$161.00	\$0.00
205210A	20221900	BAKER, ASHLEY DANIELLE	CD	\$215.00	\$0.00
205187B	20221802	PARMLEY, CHRISTOPHER EUGENE	CD	\$150.00	\$0.00
205187A	20221806	PARMLEY, CHRISTOPHER EUGENE	CD	\$245.00	\$0.00
204991	20220666	RAY, LYSSA JANE	DD	\$0.00	\$0.00
503044A	20220242	ROBERTS, DAWAYN MONTREL	CD	\$255.00	\$0.00
406616	20221253	REASONOVER, JOE HENRY	DD	\$250.00	\$0.00
205207	20221894	WINKELMAN, DENNIS WAYNE	CD	\$195.00	\$0.00
652161	20221924	FLORES, HARALDO	CD	\$215.00	\$0.00
802362	20221419	FUGATE, PARKER COLLINS	DD	\$0.00	\$0.00
11102381	20221179	SOTO, BRYANA	DS	\$240.00	\$0.00
904016	20221441	MOGAN, LISA MICHELLE	DC2	\$181.00	\$0.00

Rusk Municipal Court

Citation#	Docket#	Name	Disp	Amount Dismissed	Docket Balance
904142	20221759	FERRETIZ LEANOS, AZRIEL	DC2	\$141.00	\$0.00
			Dockets 30	Total Dismissed	\$4,788.00

Rusk Municipal Court

Date	Docket#	Citation#	Defendant	Violation	Disp	Amt Due	Wrnt
12/30/2022	20222002	652275	LEWIS, DIXIE LEE	SPEED:SPEEDING (16-20)		\$295.00	<input type="checkbox"/>
12/30/2022	20222003	652277	MILONE, JOSEPH PETER	SPEED:SPEEDING (21-25)		\$315.00	<input type="checkbox"/>
12/30/2022	20222004	802580	RODRIGUEZ CAMACHO, JOSE LUIS	DISREGARD STOP SIGN		\$297.00	<input type="checkbox"/>
12/30/2022	20222005	802580A	RODRIGUEZ CAMACHO, JOSE LUIS	DL: NO DRIVERS LICENSE		\$245.00	<input type="checkbox"/>
12/30/2022	20222006	802581	EDWARDS, YSHIEKA LYNN SHUNA ANNTRICE	DL: NO DRIVERS LICENSE		\$245.00	<input type="checkbox"/>
12/31/2022	20222007	406752A	VILLANUEVA, SILVERIO ALEJANDRO	DISPLAY EXPIRED LICENSE PLATES (REG)		\$215.00	<input type="checkbox"/>
12/31/2022	20222008	406753	ADAMS, BRILEY NICHOLE	SPEED:SPEEDING (26-30)		\$330.00	<input type="checkbox"/>
12/31/2022	20222009	406754	PUGH, JAMES ARRION	SPEED:SPEEDING (11-15)		\$275.00	<input type="checkbox"/>
12/31/2022	20222010	406755A	WALLEY, BRADEN THOMAS	DISPLAY EXPIRED LICENSE PLATES (REG)		\$215.00	<input type="checkbox"/>
12/31/2022	20222011	802583	PRYOR, JAYLEN DESHAUN	SPEED:SPEEDING (31-35)		\$334.00	<input type="checkbox"/>
12/31/2022	20222012	802586	VASQUEZ, CHRISTOPHER JAY	SPEED:SPEEDING (16-20)		\$295.00	<input type="checkbox"/>
Total Warrants: 37		Warrant Value:	\$12,464.00	Total Dockets: 294	Total Due:	\$84,202.70	