

Racial Profiling Report | Full

Agency Name: RUSK POLICE DEPT.

Reporting Date: 01/17/2023

TCOLE Agency Number: 073204

Chief Administrator: SCOTT L. HEAGNEY

Agency Contact Information:

Phone: (903) 683-2677

Email: sheagney@rusktx.org

Mailing Address:

197 South Main Street

RUSK, TX 75785

This Agency filed a full report

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

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

The RUSK POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: SCOTT L. HEAGNEY
Chief of Police

Date: 01/17/2023

Total stops: 2889

Street address or approximate location of the stop

City street	737
US highway	1390
County road	286
State highway	11
Private property or other	465

Was race or ethnicity known prior to stop?

Yes	74
No	2815

Race / Ethnicity

Alaska Native / American Indian	12
Asian / Pacific Islander	22
Black	618
White	1798
Hispanic / Latino	439

Gender

Female	1067
Alaska Native / American Indian	6
Asian / Pacific Islander	5
Black	235
White	691
Hispanic / Latino	130
Male	1822
Alaska Native / American Indian	6
Asian / Pacific Islander	17
Black	383
White	1107
Hispanic / Latino	309

Reason for stop?

Violation of law	72
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	18
White	45

Hispanic / Latino	9
Preexisting knowledge	49
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	16
White	30
Hispanic / Latino	3
Moving traffic violation	2084
Alaska Native / American Indian	8
Asian / Pacific Islander	22
Black	418
White	1298
Hispanic / Latino	338
Vehicle traffic violation	684
Alaska Native / American Indian	4
Asian / Pacific Islander	0
Black	166
White	425
Hispanic / Latino	89
Was a search conducted?	
Yes	269
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	85
White	140
Hispanic / Latino	42
No	2620
Alaska Native / American Indian	11
Asian / Pacific Islander	21
Black	533
White	1658
Hispanic / Latino	397
Reason for Search?	
Consent	50
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	13
White	32

Hispanic / Latino	4
Contraband	17
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	13
Hispanic / Latino	4
Probable	150
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	66
White	54
Hispanic / Latino	29
Inventory	23
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	19
Hispanic / Latino	3
Incident to arrest	29
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	22
Hispanic / Latino	2

Was Contraband discovered?

Yes 172

Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	57
White	83
Hispanic / Latino	31

No 97

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	28
White	57
Hispanic / Latino	11

Did the finding result in arrest?

(total should equal previous column)

Yes	0	No	1
Yes	0	No	0
Yes	36	No	21
Yes	46	No	37
Yes	20	No	11

Description of contraband

Drugs	115
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	48
White	45
Hispanic / Latino	22
Weapons	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	3
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	21
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	16
Hispanic / Latino	5
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	32
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	8
White	19
Hispanic / Latino	4
Result of the stop	
Verbal warning	4

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	1
Hispanic / Latino	1
Written warning	1660
Alaska Native / American Indian	8
Asian / Pacific Islander	7
Black	347
White	1105
Hispanic / Latino	193
Citation	1061
Alaska Native / American Indian	4
Asian / Pacific Islander	15
Black	217
White	605
Hispanic / Latino	220
Written warning and arrest	38
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	13
White	22
Hispanic / Latino	3
Citation and arrest	67
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	21
White	32
Hispanic / Latino	14
Arrest	59
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	16
White	34
Hispanic / Latino	9
Arrest based on	
Violation of Penal Code	114
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	41
White	50
Hispanic / Latino	23
Violation of Traffic Law	10
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	5
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	40
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	29
Hispanic / Latino	3

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	2888
Alaska Native / American Indian	12
Asian / Pacific Islander	22
Black	617
White	1798
Hispanic / Latino	439

Number of complaints of racial profiling

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

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

RACIAL PROFILING ANALYSIS

January 2022 - December 2022

RUSK POLICE DEPARTMENT
197 SOUTH MAIN ST.
RUSK, TX 75785

Race/Ethnicity	Contacts		Searches		Consent Searches		PC Searches		Custody Arrest	
	N	%	N	%	N	%	N	%	N	%
Caucasian	1798	62.3%	140	52.0%	32	64.0%	108	49.3%	88	52.4%
African American	618	21.4%	85	31.6%	13	26.0%	72	32.9%	54	32.1%
Hispanic	437	15.1%	42	15.6%	4	8.0%	38	17.4%	26	15.5%
Asian	22	.8%	1	.4%	1	2.0%	0	0.0%	0	0.0%
Native American	12	.4%	1	.4%	0	0.0%	1	.5%	0	0.0%
Middle Eastern	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total	2887		269		50		219		168	

Racial Profiling Analysis Report

RUSK POLICE DEPT.

01. Total Traffic Stops:

2889

02. Location of Stop:

a. City Street	737	25.51%
b. US Highway	1390	48.11%
c. County Road	286	9.90%
d. State Highway	11	0.38%
e. Private Property or Other	465	16.10%

03. Was Race known prior to Stop:

a. NO	2815	97.44%
b. YES	74	2.56%

04. Race or Ethnicity:

a. Alaska/ Native American/ Indian	12	0.42%
b. Asian/ Pacific Islander	22	0.76%
c. Black	618	21.39%
d. White	1798	62.24%
e. Hispanic/ Latino	439	15.20%

05. Gender:

a. Female	1067	36.93%
i. Alaska/ Native American/ Indian	6	0.21%
ii. Asian/ Pacific Islander	5	0.17%
iii. Black	235	8.13%
iv. White	691	23.92%
v. Hispanic/ Latino	130	4.50%
b. Male	1822	63.07%
i. Alaska/ Native American/ Indian	6	0.21%
ii. Asian/ Pacific Islander	17	0.59%
iii. Black	383	13.26%
iv. White	1107	38.32%
v. Hispanic/ Latino	309	10.70%

06. Reason for Stop:

a. Violation of Law	72	2.49%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	18	25.00%
iv. White	45	62.50%
v. Hispanic/ Latino	9	12.50%
b. Pre-Existing Knowledge	49	1.70%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	16	32.65%
iv. White	30	61.22%
v. Hispanic/ Latino	3	6.12%
c. Moving Traffic Violation	2084	72.14%
i. Alaska/ Native American/ Indian	8	0.38%
ii. Asian/ Pacific Islander	22	1.06%
iii. Black	418	20.06%
iv. White	1298	62.28%
v. Hispanic/ Latino	338	16.22%
d. Vehicle Traffic Violation	684	23.68%
i. Alaska/ Native American/ Indian	4	0.58%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	166	24.27%
iv. White	425	62.13%
v. Hispanic/ Latino	89	13.01%
07. Was a Search Conducted:		
a. NO	2620	90.69%
i. Alaska/ Native American/ Indian	11	0.42%
ii. Asian/ Pacific Islander	21	0.80%
iii. Black	533	20.34%
iv. White	1658	63.28%
v. Hispanic/ Latino	397	15.15%
b. YES	269	9.31%
i. Alaska/ Native American/ Indian	1	0.37%
ii. Asian/ Pacific Islander	1	0.37%
iii. Black	85	31.60%
iv. White	140	52.04%
v. Hispanic/ Latino	42	15.61%
08. Reason for Search:		
a. Consent	50	1.73%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.00%
iii. Black	13	26.00%
iv. White	32	64.00%
v. Hispanic/ Latino	4	8.00%
b. Contraband in Plain View	17	0.59%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	13	76.47%
v. Hispanic/ Latino	4	23.53%
c. Probable Cause	150	5.19%
ii. Alaska/ Native American/ Indian	1	0.67%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	66	44.00%
iv. White	54	36.00%
v. Hispanic/ Latino	29	19.33%
d. Inventory	23	0.80%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	4.35%
iv. White	19	82.61%
v. Hispanic/ Latino	3	13.04%
e. Incident to Arrest	29	1.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	17.24%
iv. White	22	75.86%
v. Hispanic/ Latino	2	6.90%
09. Was Contraband Discovered:		
YES	172	5.95%
i. Alaska/ Native American/ Indian	1	0.58%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	57	33.14%

Racial Profiling Analysis Report

v. Hispanic/ Latino	5	23.81%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	32	1.11%
i. Alaska/ Native American/ Indian	1	3.13%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	8	25.00%
iv. White	19	59.38%
v. Hispanic/ Latino	4	12.50%
11. Result of Stop:		
a. Verbal Warning	4	0.14%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	50.00%
iv. White	1	25.00%
v. Hispanic/ Latino	1	25.00%
b. Written Warning	1660	57.46%
i. Alaska/ Native American/ Indian	8	0.48%
ii. Asian/ Pacific Islander	7	0.42%
iii. Black	347	20.90%
iv. White	1105	66.57%
v. Hispanic/ Latino	193	11.63%
c. Citation	1061	36.73%
i. Alaska/ Native American/ Indian	4	0.38%
ii. Asian/ Pacific Islander	15	1.41%
iii. Black	217	20.45%
iv. White	605	57.02%
v. Hispanic/ Latino	220	20.74%
d. Written Warning and Arrest	38	1.32%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	13	34.21%
iv. White	22	57.89%
v. Hispanic/ Latino	3	7.89%

Racial Profiling Analysis Report

e. Citation and Arrest	67	2.32%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	21	31.34%
iv. White	32	47.76%
v. Hispanic/ Latino	14	20.90%
f. Arrest	59	2.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	16	27.12%
iv. White	34	57.63%
v. Hispanic/ Latino	9	15.25%

12. Arrest Based On:

a. Violation of Penal Code	114	3.95%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	41	35.96%
iv. White	50	43.86%
v. Hispanic/ Latino	23	20.18%
b. Violation of Traffic Law	10	0.35%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	50.00%
iv. White	5	50.00%
v. Hispanic/ Latino	0	0.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	40	1.38%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	8	20.00%
iv. White	29	72.50%
v. Hispanic/ Latino	3	7.50%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	2888	99.97%
i. Alaska/ Native American/ Indian	12	0.42%
ii. Asian/ Pacific Islander	22	0.76%
iii. Black	617	21.36%
iv. White	1798	62.26%
v. Hispanic/ Latino	439	15.20%
b. YES	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 01/17/2023

Racial Profiling Analysis Report

Finding resulted in arrest - YES	36	
Finding resulted in arrest - NO	21	
iv. White	83	48.26%
Finding resulted in arrest - YES	46	
Finding resulted in arrest - NO	37	
v. Hispanic/ Latino	31	18.02%
Finding resulted in arrest - YES	20	
Finding resulted in arrest - NO	11	
b. NO	97	3.36%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	1.03%
iii. Black	28	28.87%
iv. White	57	58.76%
v. Hispanic/ Latino	11	11.34%
10. Description of Contraband:		
a. Drugs	115	3.98%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	48	41.74%
iv. White	45	39.13%
v. Hispanic/ Latino	22	19.13%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	4	0.14%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	25.00%
iv. White	3	75.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	21	0.73%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	16	76.19%

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
RUSK, TEXAS ORDERING A REGULAR CITY GENERAL ELECTION FOR
COUNCIL MEMBERS MAYOR, DISTRICTS 1 AND DISTRICT 2, TO BE
HELD ON May 06, 2023 OF THE CITY OF RUSK, TEXAS, AS PERMITTED
UNDER SECTION 2.051 OF THE TEXAS ELECTION CODE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RUSK, TEXAS:

Section 1: It is hereby ordered that a Regular General Election be held in the City of Rusk on Saturday, May 6th, 2023 at which election the following officers and proposition be voted on by the qualified voters of the City:

POSITION

Mayor
Councilmember District 1
Councilmember District 2

Section 2: The present boundaries of the City constituting one election precinct, the polls shall be open for voting from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling place:

Rusk Independent School District Administrative Offices
203 East 7th Street
Rusk, Texas 75785

Section 3: The election judge will be:

Anna Torres

The City Secretary is hereby authorized and directed to provide a copy of the RESOLUTION to the judge as written notice of appointment as required by Section 32.009 of the Texas Election Code.

The Presiding Judge shall have the authority to appoint no more than (3) clerks to assist in the holding of such election, but in no event shall the Presiding Judge appoint less than two clerks. Said election officers shall also serve as the Early Voting Ballot Board for such election; the Presiding judge of such election precinct shall also serve as the Presiding Officer of the Early Voting Ballot Board.

The Election Judge shall be compensated at an hourly rate of \$13.00; the alternate judge and clerks assisting shall be compensated at an hourly rate of \$11.00. The Election Judge shall be compensated in the amount of \$25.00 for the delivery of election equipment and supplies as

provided by Title 3, Section 32.091 (a) of the State Election Code, if such delivery is necessary. These appointments are for a single election held on May 6th, 2023.

Section 4: The City Secretary is hereby appointed clerk for early voting; the appointment of a deputy clerk or clerks for early voting by the City Secretary shall be in accordance with Section 83.001 et seq. of the Texas Election Code. The place for early voting for such election is hereby designated as:

City Hall
City of Rusk, Texas
205 South Main
Rusk, Texas 75785

Said clerks shall keep said office open during the hours that the City Hall is regularly open for business, that is, from eight o' clock (8:00) a.m. until 4:30 p.m., on each day for early voting which is not a Saturday, a Sunday, or an official State holiday.

Said clerks shall not permit anyone to vote early by personal appearance on any day which is not a regular working day for the clerk's office, and under no circumstances shall they permit anyone to vote early by personal appearance at any time when such office is not open the public. The above-described place for early voting is also the clerk's mailing address to which ballot applications and ballots voted by mail may be sent. The early voting clerk, in accordance with the provisions of the Texas Election Code, shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State.

Section 5: All ballots shall be prepared in accordance with Texas Election Code. Paper ballots shall be used for early voting by mail and paper ballots and Hart Intercivic Duo Touch Writer Voting System shall be used for early voting by personal appearance and voting on Election Day, both of which are part of the Hart Intercivic Duo Touch Writer 2.5.3 Voting System. The City Council hereby adopts for use in early and election day voting the Hart Intercivic Duo Voting System as approved by the Secretary of State. All expenditures necessary for the conduct of election, the purchase of materials therefore and the employment of all election officials is hereby authorized.

Section 6: The City Secretary is hereby authorized and directed to furnish all necessary election supplies to conduct such election.

Section 7: Notice of election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary after the closing of the polls.

Section 8: Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended.

PASSED, APPROVED AND RESOLVED this 13 day of February 2023

Ben Middlebrooks, Mayor

ATTEST:

Cinda Etheridge, City Secretary

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Cinda Etheridge

Name of Early Voting Clerk

(Nombre del Secretario/a de la Votación Adelantada)

205 S Main Street

Address (Dirección)

Rusk

75785

City (Ciudad)

Zip Code (Código Postal)

903-683-2213

Telephone Number (Número de teléfono)

cetheridge@rusktx.org

Email Address (Dirección de Correo Electrónico)

rusktx.org

Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBM's) must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

04 / 25 / 2023
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

04 / 21 / 2023
(date)(fecha)

Issued this 9th day of February, 20 23.
(day) (month) (year)

(Emitida este día 9 de February, 20 23.)
(día) (mes) (año)

Signature of Mayor (Firma del Alcalde)

Signature of Councilperson
(Firma del Concejál)

Signature of Councilperson
(Firma del Concejál)

Signature of Councilperson
(Firma del Concejál)

Signature of Councilperson
(Firma del Concejál)

Signature of Councilperson
(Firma del Concejál)

Signature of Councilperson
(Firma del Concejál)

Signature of Councilperson
(Firma del Concejál)

Signature of Councilperson
(Firma del Concejál)

Signature of Councilperson
(Firma del Concejál)

Signature of Councilperson
(Firma del Concejál)

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

JOINT ELECTION AGREEMENT

Between

City of Rusk and the Rusk Independent School District

THIS AGREEMENT, made this 9 day of February, 2023, by and between the Rusk Independent School District (hereinafter referred to as the "District") and the City of Rusk, Texas, (hereinafter referred to as "City"), is for the conduct of Election Day voting by personal appearance to be held at a common location for the purpose of conducting the District's Trustee Election and the City's General Election.

THIS AGREEMENT is effective upon the approval of the governing bodies of each party.

IN CONSIDERATION of the premises and mutual promises and obligations herein set forth, it is agreed:

- (1) Both entities will conduct separate early voting;
- (2) Both entities will be responsible for the purchase and/or acquisition of their own voting supplies, the costs of printing their respective ballots and any cost associated with providing electronic or automated voting machines for their respective elections;
- (3) Both entities will be responsible for providing their own locked ballot boxes;
- (4) Both entities will utilize a joint polling location, specifically the Rusk Independent School District Administration Building, 203 East 7th Street, Rusk, Texas 75785, on Saturday, May 6, 2023;
- (5) Any rental or charge for use of polling location on Saturday, May 6, 2023 will be shared equally by the District and the City;
- (6) Both entities will pay their respective election officials (Polling Judges and Alternates, Early voting Clerks, etc.) separately for time and services provided as allowed by law;
- (7) Both entities will be responsible for posting the election results for their respective elections;
- (8) Each entity will be responsible for the cost of any published legal notices required by law;
- (9) Any further expenditures to be incurred pertaining to the election not specifically addressed above will be paid by the respective entity incurring the expenditure;
- (10) Each entity will be responsible for their own election records and canvassing of the election;

(11) In the event that either of the entities determines to cancel its election, for any reason, the other entity shall have the right to conduct its election and utilize the polling location described above as if the other entity had not cancelled its election; and

(12) In the event that the District cancels its election and the City determines to hold its election, the City shall have the right to conduct its election and utilize the polling location described above at no charge.

The purpose and intent of this Joint Election Agreement is in compliance with Section 11.0581, Texas Education Code, requiring school districts holding trustee elections to have joint polling places with municipalities located within the boundaries of such districts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the 13 day of February 2023.

RUSK INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

Attest:

Secretary, Board of Trustees

CITY OF RUSK, TEXAS

Mayor

Attest:

City Secretary



February 3, 2023

RE: REDC Budget Amendment Request

EXECUTIVE SUMMARY

Rusk Economic Development Corporation is requesting your approval for a budget amendment and authority to purchase a one-year subscription service to Placer AI. The board of the Rusk Economic Development Corporation has already approved the expense, and we believe that this service would greatly benefit both the EDC and the city in our attraction initiatives.

Placer AI is a cutting-edge data analysis and visualization platform that provides valuable insights into local and regional economic trends. By subscribing to this service, the EDC will be able to make more informed decisions about where and how to allocate our resources to attract new businesses, hotels, and retail establishments to Rusk.

One of the key benefits of Placer AI is its ability to provide detailed demographic and market data in real-time. This information is essential in attracting new businesses to Rusk, as it provides valuable insights into consumer spending habits, population trends, and other important economic indicators. This information will help us to identify the best opportunities for economic growth, and to make informed decisions about where to focus our efforts to attract new businesses and employment opportunities.

Another key benefit of Placer AI is its ability to help us retain existing businesses and keep them growing. By providing data on local and regional economic trends, we can help these businesses stay competitive, and identify opportunities for them to grow and expand their operations in Rusk.

Finally, this subscription service will also benefit the city in its initiatives to attract new businesses and create new jobs. The data and insights provided by Placer AI will be available to anyone employed by the city, at no additional charge. This means that all departments, including the City Manager's Office, will be able to make use of this valuable resource in their work to build a stronger, more sustainable economy for Rusk.

In conclusion, I would like to thank you for your time and consideration, and to reiterate our request for a budget amendment and authority to purchase a one-year subscription to Placer AI. The requested amount for the one-year subscription to Placer AI is \$15,000, but the benefits it will bring to Rusk make it a wise investment. With access to accurate and comprehensive market intelligence data, Rusk will be equipped to make informed decisions and effectively target potential businesses. This data will be key in attracting high-impact companies to our community and will quickly pay for itself with just the addition of one large company to the city. By subscribing to Placer AI, Rusk will not only support economic growth but also position itself as a thriving community, ready to meet the needs of housing, new businesses and residents alike.

I've attached additional supportive information that I have created and product literature from Placer AI for your reference.

Carlton Crothers
Economic Development Director
Rusk Economic Development Corporation

How REDC can benefit from subscribing to Placer AI's services

The community of Rusk could benefit from subscribing to Placer AI's services in several ways. Some examples include:

- **Site selection:** Placer AI's services can provide REDC with real-time insights on population demographics, consumer behavior, and real estate trends, which can be used to identify the best locations for new businesses and industries. This can help REDC to attract new businesses and industries to our region, which can create jobs and stimulate economic growth.
- **Workforce Development:** Placer AI's services can provide REDC with insights on the workforce trends, such as the age, gender, education, and skill level of the population. This can help REDC to identify the skills and training that are most in demand in our region, which can be used to tailor our workforce development programs to meet the needs of local businesses and industries.
- **Business Retention and Expansion:** Placer AI's services can provide REDC with real-time insights on consumer behavior and competitive landscape, which can be used to help existing businesses to improve our performance and expand our operations. This can help REDC to retain existing businesses in our region, which can create jobs and stimulate economic growth.
- **Marketing and Promotion:** Placer AI's services can provide REDC with real-time insights on population demographics, consumer behavior, and real estate trends, which can be used to develop targeted marketing and promotional campaigns to attract new businesses and industries to our region.
- **Benchmarking:** Placer AI's services can provide REDC with real-time data and insights on various aspects of our economy and demographics, which can be used to benchmark our region against other regions. This can help REDC to identify our strengths and weaknesses, and to develop strategies to improve our competitiveness.

Placer AI service help attract and convince to build a new hotel in a community

Placer AI's service can help attract and convince investors and hotel developers to build a new hotel in a rural community of 5400 people by providing valuable insights on population demographics, tourism, and housing trends.

One way in which Placer AI's service can help is by identifying areas of high population density and projected population growth. For example, if Placer AI's service shows that the population of the rural community is projected to grow over the next few years and that there is a high population density in the area, this would indicate that there is a potential market for a new hotel.

Another way in which Placer AI's service can help is by providing insights on the tourism trends and patterns of the rural community. For example, if Placer AI's service shows that the rural community is a popular destination for outdoor activities such as hiking and hunting, this would indicate that there is a potential market for a hotel that caters to those activities.

In addition, Placer AI's service can also help in identifying the current hotel market trends, such as the average room rates, occupancy rates, and the most popular hotels in the area. This information can be used to set a fair price for the new hotel and also to attract potential guests.

Furthermore, Placer AI's service can also help in identifying the most popular areas for living and working, which can be used by local community leaders and developers to identify the areas where the new hotel would be most well-received.

Overall, Placer AI's service can provide valuable insights that can help rural communities attract and convince investors and hotel developers to build a new hotel by identifying areas of high population density and projected population growth, understanding the tourism trends and patterns, identifying current hotel market trends, and popular areas for living and working. By providing a clear picture of the potential market, Placer AI's service can help to mitigate the risk and increase the chances of success of the new hotel in the rural community.

Placer AI's service can benefit rural retail businesses in several ways, including retention, expansion, and attraction

Retention:

By providing real-time insights on consumer demographics and foot traffic patterns, Placer AI's service can help rural retail businesses better understand their customer base and tailor their offerings to meet the needs of their target market. For example, a rural sporting goods store that uses Placer AI's service can learn that a significant portion of their customer base is made up of young, active outdoors enthusiasts. This information can be used to adjust the store's inventory and marketing efforts to better appeal to that demographic, which can lead to increased sales and customer loyalty.

Expansion:

Placer AI's service can also help rural retail businesses identify new opportunities for growth and expansion. For example, a rural clothing store that uses Placer AI's service can learn that there is a high demand for their products in Rusk, where there are currently no similar stores. This information can be used to justify opening a new location in Rusk, which can lead to increased revenue and a larger customer base.

Attraction:

Finally, Placer AI's service can help rural retail businesses attract new customers from outside of their immediate area. For example, a rural gift shop that uses Placer AI's service can learn that a large number of visitors to a nearby tourist destination are interested in their type of products. This information can be used to develop targeted advertising and promotions that will attract those visitors to the store, which can lead to increased sales and revenue.

Overall, Placer AI's service can help rural retail businesses make data-driven decisions that can improve their bottom line and increase their competitiveness in the marketplace.

Placer AI's service benefit a rural community in address and provide a solution to the problem of inadequate workforce housing

Placer AI's service can benefit a rural community in addressing and providing a solution to the problem of inadequate workforce housing by providing valuable insights on population demographics and housing needs.

One way in which Placer AI's service can help is by identifying areas of high population density and projected population growth. This information can be used by local housing developers and community leaders to make informed decisions on where to build new workforce housing developments. For example, if Placer AI's service shows that there is a high population density in a particular area and a projected population growth in the near future, this would indicate that there is a need for more housing in that area.

Another way in which Placer AI's service can benefit a rural community is by providing insights on the housing needs of specific demographic groups. For example, if Placer AI's service shows that there is a significant population of

young professionals in a particular area, this would indicate a need for more affordable housing options that cater to that demographic.

In addition, Placer AI's service can also help in identifying the current housing market trends, such as the average rental and purchase prices, which can be used to set a fair price for the workforce housing developments and also to attract potential tenants and buyers.

Furthermore, Placer AI's service can also help in identifying the most popular areas for living and working, which can be used by local community leaders and developers to identify the areas where new housing developments would be most well-received.

Overall, Placer AI's service can provide valuable insights that can help rural communities address the problem of inadequate workforce housing by identifying areas of high population density and projected population growth, understanding the housing needs of specific demographic groups, identifying current housing market trends and popular areas for living and working.

How a city manager benefit from a subscription to Placer AI

A city manager can benefit from a subscription to Placer AI by utilizing the service for various purposes, such as:

- Demographic analysis and forecasting - Placer AI can provide insights into the city's current and future demographic makeup, which can inform decision-making on everything from planning new housing developments to improving public transportation.
- Public safety planning - By analyzing crime data and identifying trends, Placer AI can help the city manager allocate resources and make informed decisions about public safety initiatives.
- Infrastructure planning - Placer AI can provide data-driven insights on the usage patterns of the city's infrastructure, such as roads, bridges, and parks, which can inform maintenance and improvement plans.
- Emergency planning - Placer AI can help the city manager understand patterns and trends in emergency events and use that information to improve emergency response and planning.
- Environmental sustainability planning - By analyzing various data sources, Placer AI can help the city manager understand environmental factors' current and future impact on the city and inform decisions on sustainability initiatives.

Overall, a subscription to Placer AI can provide the city manager with valuable insights and data to inform decision-making and planning across various departments and initiatives.

Over 400 Civic Clients Across the Country

Cities, Counties, Districts, Economic Development Organizations, Travel and Tourism DMOs, Chambers of Commerce, Downtowns, Conference Centers, etc.



How Civic Leaders Use Placer Data



Retail Recruitment

- Discover retail demand potential
- Reveal leakage
- Target best fit retailers
- Drive revenue



Event Analysis

- Optimize Marketing
- Increase Sponsors and Vendors
- Measure Performance
- Reveal economic impact



Travel and Tourism

- Discover visitation to any destination, attraction, convention center, etc
- Discover demographic profile of visitors
- Discover origin market and visitor journey
- Gain insights into economic impacts
- Look at Competitor Locations



Sales Tax Estimation

- Correlate Visitation with Sales
- Reveal sales data for key sectors
- Estimate based on visitation history since 2017.



Transportation / Infrastructure / Parks & Open Spaces

- Reveal usage for any day and time
- Identify investment opportunities
- Learn economic impacts
- Measure ROI and efficacy



Marketing & Reports

- Optimize marketing to reach target audiences
- Expand marketing based on new insights
- Receive monthly reports on visitation trends
- Share reports with stakeholders, and the public



Workforce Attraction

- Reveal workforce potential
- Discover changes to workforce trends
- Share data with desired employers



COVID Recovery | ARPA

- Identify Economic Impacts
- Measure Performance of Efforts
- Report progress of ARPA investments



Support Local Business

- Provide Insights about customer journey, dwell time etc.
- Optimize marketing to reach desired customers.
- Gain insights into customer demographics, HHI and brand preferences.
- Get the Right Retail Mix

Reveal Effectiveness of Marketing Efforts

Showed effectiveness of Marketing Efforts to attract visitors from further distances, driving Sales Tax in Downtown.

**DOWN
AUSTINTOWN
ALLIANCE**



SOLUTION: Visitor Analysis, Marketing Strategy

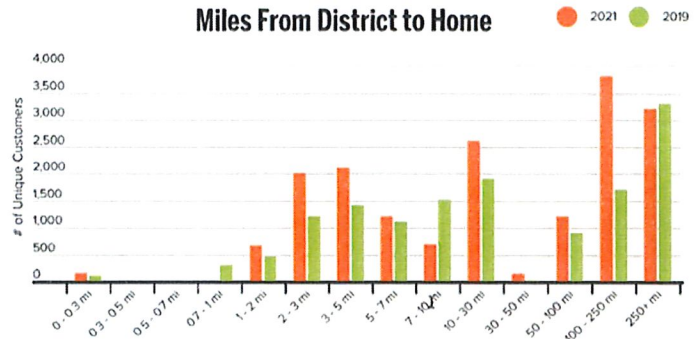
- ❖ **True Trade Area** reveals home locations for visitors to any location on any day.
- ❖ **Visitation** metrics for day of week, dwell time, and peak visit hours.
- ❖ **Variance** shows visitation week over week, month over month, year over year.

Value Proposition

- **Measured** weekday vs. weekend visitation.
- **Optimized** marketing to zips with strong weekend traffic, inviting them to weekday events (parks, galleries, events).
- **Measured** resulting increase to weekday visitation.
- **Correlated** increase in weekday visitors with increased sales tax to reveal efficacy of marketing efforts.

Friday Nights on Red River - June 2021 v. 2019

Miles From District to Home



Source: Downtown Austin Alliance

Optimize and Measure Local Events

Measure turn out, reveal demographics, attract sponsors and vendors, support local businesses, measure economic impact.



SOLUTION: Event Analysis

- ❖ **Visitation metrics** number of visitors, peak times, home locations. Month over month. Dwell time.
- ❖ **Visitor demographics** Home locations, HHI, brand affinities, consumer preferences.
- ❖ **Visitor Journey** routes, parking areas.
- ❖ **Favorite Places** other locations visited.
- ❖ **Economic Impact:** event visitors contribution to other businesses in the area.

Value Propositions

- **Boost Turnout** with Targeted Marketing - with data going back to 2017.
- **Reveal Attendee Preferences** for retail, dining, apparel etc.
- **Attract Sponsors and Vendors** with data about visitor preferences, income levels.
- **Support Local Businesses** by sharing data about visitor timing, brand preferences, interests.
- **Measure Economic Impact:** Reveal attendee visits to local retailers, restaurants, hotels etc.
- **Share Data:** With business and property owners, government officials, stakeholders etc.

Example



Conduct Post-Event Analysis

Show how your event performed relative to average days of the week, and measure visitation performance - down to the hour!

Length of Stay
80 Minutes

Peak Time
2:00PM - 3:00PM

Income¹
\$65,000

¹ Median Household Income

Analyzing Public Investments (Equity and ROI)

Tell the story of *who* uses public assets, and *who* benefits from public improvements.



The city of San Antonio was considering a bond measure to raise a few million dollars to upgrade a downtown Park. Debate centered on *who* would benefit from additional investment in downtown.

SOLUTION: Park / Open Space Analysis

- ❖ **True Trade Area:** home and work locations of visitors.
- ❖ **Visitor Journey:** Popular routes. Post and Prior locations.
- ❖ **Visitor Metrics:** Day of week, time of day, peak time, and overall dwell time for venue.

Value Propositions

- **Revealed** visitors to the park came from many neighborhoods throughout city, notably, many lower income districts underserved for parks and tot lots.
- **Heat map** showed weekend usage primarily near tot lots.
- **Discovered** home locations imply that many families with children visit downtown park on weekends.
- **Informed** investment strategy through equity lens.



Optimize Resources, Define the District, Justify Assessments

Predict the best way to allocate resources for marketing, cleaning, safety, and district promotion.



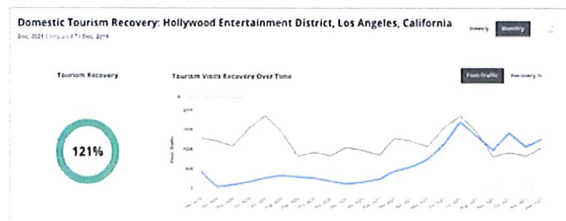
During the peak of COVID in 2020, stakeholders voted to 'end' the assessment for the Tourism Overlay Zone. By Mid 2021, Staff was able to show that visitation was trending toward pre-pandemic numbers, and the Board re-authorized the assessment to fund increased tourism operations.

SOLUTION: District Analysis

- ❖ **Visitor metrics** - when is it used? by whom? for how long?
- ❖ **TTA home** and work locations for visitors
- ❖ **Distance** traveled by visitors
- ❖ **Origination by Market XTRA report** reveals home locations of visitors staying overnight in the district.

Value Propositions

- **Revealed** uptick in tourists to the TDOZ in mid 2021, beginning to resemble pre-COVID 2019 numbers.
- **Presented** data to TDOZ property owners
- **Board re-Authorized Assessment** for TDOZ, providing additional money for marketing, security.



"Bottom line, we had the analytics to demonstrate the compelling case that Board members needed in order to make the difficult decision to re-start the assessment."

ORDINANCE NO. 2023-

**AN ORDINANCE OF THE CITY COUNCIL OF CITY OF RUSK, TEXAS PROVIDING FOR A
COLLECTION FEE FOR DELINQUENT UTILITY BILLS.**

WHEREAS pursuant to the authority granted to it by State Law, the City Council of City of Rusk, acting in the best interest of the city, find that is necessary to recoup collection fees for past due utility bills in operating a utility system in accordance with TEX. LOC. GOV'T CODE 552.001 (b).

WHEREAS, the City Council of the City of Rusk, Texas, find that is necessary to recoup collection fees for past due utility bills to protect the interest of the municipality.

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

SECTION 1. That the City's Code of Ordinances is hereby amended to provide as follows:

Sec. 1101

Collection services fee, A collection services fee of 30% shall be added to each account for collection by a collection agency if such account is delinquent for at least thirty (30) days.

PASSED, APPROVED AND ADOPTED, this the 9th day of February 2023, at a Regular Meeting of the City Council of the City of Rusk and approved by the Rusk City Council on the date above set.

APPROVED:

Ben Middlebrooks, Mayor

Attest:

Cinda Etheridge
City Secretary



ACCOUNTS RECEIVABLE COLLECTIONS OVERVIEW

OVERVIEW

As a MVBA LLC client, we will work closely with you to receive delinquent accounts and continue the collection efforts until resolved or statute is reached. MVBA LLC will work accounts that are 31 days delinquent up to 4 years delinquent. In 2019, due to legislative changes and significant court decisions, MVBA, LLC has registered a new dba (doing business as). The new dba is "Accounts Receivable Collections Group." All communication with your delinquent account holder will be done using this name. The use of the new name will provide a significant distinction from our collection of court fines and fees.

COLLECTION EFFORTS

1. Skip Tracing: MVBA LLC uses various skip tracing databases to actively search for updated demographic information for each debtor.
2. Letters: Accounts are eligible for a letter every 45 days. The letters do not use threatening language and provide the debtor with all the information they will need to pay the debt.
3. Phone calls: MVBA LLC Contact Center is open from 9 AM- 6 PM and handles inbound calls and outbound calls. Each caller goes through a verification process to ensure we are talking to the debtor and all calls are recorded.
4. Disputes: If a debtor wants to dispute the debt, we ask for it to be sent in writing. Once received, we forward to the client for response or validation.
5. Payments: MVBA LLC will assist debtors with payment in full or payment arrangements. Debtors can pay with a credit card, money order or cashier's check

INVOICING PROCEDURES

1. Collection Fee: 30%. This amount is taken from the total balance paid.
2. Invoicing type: Gross- MVBA LLC will send 100% of the payment to the client weekly. At the end of the month we will invoice the client for 30% of the money taken.
 - a. Other options can be discussed with our accounting department if this option does not work best for you.

CLIENT BENEFITS

1. Web Access: All clients get login credentials to access the accounts that have been sent over. This access will allow clients to see up-to-date collection efforts, call notes and letters sent and the ability to update MVBA LLC on any changes.
2. SFTP: all accounts are sent through a secure FTP site to protect debtor information.
3. Reporting: Collection reports are sent out quarterly but are also available on-demand.
4. Service Representative: A dedicated service representative available to you M-F, 8am- 5pm.

**CONTRACT FOR THE COLLECTION
OF
DELINQUENT ACCOUNTS RECEIVABLE**

STATE OF TEXAS

COUNTY OF CHEROKEE

§
§
§

THIS CONTRACT is made and entered into by and between the **CITY OF RUSK, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP**.

I.

The City agrees to retain and does hereby retain **MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP** to provide services related to the collection of delinquent accounts receivable, including, but not limited to, delinquent utility bills; emergency medical services; and the cost incurred by the City or authorized by the City Code to be imposed by the City to bring any property into compliance with the City Code including, assessments for the mowing of vacant lots, removal of trash and debris from vacant lots, demolition of substandard structures and abatement of other nuisances by the City ("Delinquent Accounts Receivable") pursuant to the terms and conditions described herein. MVBA, LLC may use its dba, Accounts Receivable Collections Group, on collection notices and telephone communications with debtors. The City authorizes MVBA, LLC to execute all documents that are reasonably necessary to pursue collection of the City's claims in connection with the collection of delinquent accounts receivable that are subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding delinquent accounts receivable and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract Delinquent Accounts Receivable shall be considered delinquent and referred to MVBA, LLC when not timely paid in accordance with any applicable contract, ordinance or statute providing for the payment of the underlying debt.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA, LLC with copies of, or access to, the information and documentation necessary to collect the Delinquent Accounts Receivable that are subject to this contract. The City shall furnish the information to MVBA, LLC by electronic transmission, magnetic medium.

III.

MVBA, LLC shall forward to the City copies of any correspondence regarding a disputed debt received from a debtor and the request for verification of the debt. The City will provide to MVBA, LLC within ten (10) days of the receipt for the request for verification of the debt, copies of all records which will verify the debt which in turn will be forwarded to the debtor by MVBA, LLC. All collection activity will be suspended on any disputed debt until the appropriate verification of the debt is delivered to the debtor.

IV.

Upon consultation and agreement by both parties hereto, MVBA, LLC may employ an attorney, at its expense, to make a recommendation to the City to take legal action to collect a Delinquent Accounts Receivable or represent the City in any dispute or challenge of its collection authority. Upon consultation and agreement by both parties hereto, MVBA, LLC may employ an attorney, at its expense, to institute civil legal proceedings on behalf of the City, including seeking writs of execution to collect Delinquent Accounts Receivable. The City shall pay in advance of the initiation of any writ of execution or collection lawsuit any filing fees charged by the Court or Clerk of the Court in which the writ of execution is to be issued or the collection lawsuit is to be filed including the costs for service of citation. MVBA, LLC may also, after consultation and agreement by both parties, employ an attorney, at its expense, file proofs of claims in the United States Bankruptcy Court on behalf of the City for Delinquent Accounts Receivable.

V.

MVBA, LLC shall forward all cashier checks or money order payments made payable to the City and any correspondence from debtor directly to the City. Cashier checks or money order payments made payable to MVBA, LLC will be deposited daily into the MVBA, LLC Trust Account. MVBA, LLC may also collect the amount due from the debtor by credit card or electronic draft which is deposited directly into the MVBA, LLC Trust Account. MVBA, LLC may set up payment arrangements and accept partial payments on any delinquent accounts receivable. MVBA, LLC shall remit to the City all payments received into the MVBA, LLC Trust Account weekly, along with an invoice detailing the account number, name of debtor, amount paid to MVBA, LLC or City, MVBA, LLC fee percentage and fees earned for each account.

VI.

MVBA, LLC shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA, LLC's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, LLC, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

VII.

For the collection of Delinquent Accounts Receivable in which the data files are transmitted to MVBA, LLC by electronic media, the City agrees to pay to MVBA, LLC as compensation for services provided, pursuant to this contract, a fee of thirty percent (30%) of the amount of the Delinquent Accounts Receivable collected.

All compensation shall become the property of MVBA, LLC at the time of payment. The City shall pay to MVBA, LLC said compensation on a monthly basis by check or ACH.

VIII.

The City recognizes and acknowledges that MVBA, LLC owns all right, title and interest in certain proprietary software that MVBA, LLC may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA, LLC the right to use and incorporate any information provided by the City ("account or debtor information") to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

MVBA, LLC agrees that it will not share or disclose any specific confidential account or debtor information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA, LLC shall have the right to use account or debtor information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain account or debtor information. These aggregate statistics are owned solely by MVBA, LLC and will generally be used internally, but may be shared with MVBA, LLC's affiliates, partners or other third parties for purposes of improving MVBA, LLC's software and services.

MVBA, LLC and the City agrees that collection activity will not continue or commence on any accounts that are time-barred by the four-year statute of limitations in accordance with Section 16.004(a)(3) of the Texas Civil Practice and Remedies Code. MVBA, LLC and the City agree that the time-barred accounts will be returned to the City. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

MVBA, LLC reserves the right to return to the City all accounts not collected within one (1) year of referral by the City or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IX.

The initial term of this contract is **five years, beginning on the first day of the month following the execution of this contract by both parties**, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract at least sixty (60) days prior to each anniversary date of this contract.

In the event that the City terminates this contract, MVBA, LLC shall be entitled to continue its collection activity on all accounts previously referred to MVBA, LLC for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph VII of this contract for all amounts collected on accounts referred to MVBA, LLC. The City may, at its discretion, refer additional accounts to MVBA, LLC after notice of termination has been received by MVBA, LLC. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA, LLC.

Interlocal Agreement

MVBA, LLC agrees to extend prices and terms to all entities or other political subdivisions or municipalities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City.

X.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA, LLC by certified United States mail to the following address:

MVBA, LLC, dba Accounts Receivable Collections Group.
Attention: Harvey M. Allen
P.O. Box 849
Round Rock, Texas 78680

or delivered by hand or by courier, and addressed to 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier to the following address:

City of Rusk, Texas
Attention: City Manager
205 S. Main St.
Rusk, Texas 75785

XI.

This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Cherokee County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

Every provision of this Contract is intended to be severable. If any term or provision of this Contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible such invalidity or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

In accordance with the requirements of Chapter 2271, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA does not boycott Israel and will not boycott Israel during the term of this Contract. In accordance with the requirements of Chapter 2274, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA 1) does not and will not boycott energy companies and will not boycott energy companies during the term of this Contract, and 2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

XII.

In consideration of the terms and compensation herein stated, MVBA, LLC hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2023.

CITY OF RUSK, TEXAS

_____,
Mayor

MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP

Harvey M. Allen
Manager



RUSK POLICE DEPARTMENT

197 S Main Street
Rusk, Texas 75785

Ph. 903/683-2677

Fax 903/683-1218

To: The Honorable Rusk City Council

Amanda Hill, City Manager

From: Scott L. Heagney, Chief of Police

Date: February 2, 2023

Ref: **January 2023 Monthly Police Department Report**

The monthly statistical data for the Police Department's operations for the month of January 2023 is attached to this memorandum.

We are still under staffed and have several vacant positions. We hired on officer during January. Officer David Berryman started on January 2nd and has already made a positive impact in our community. A badge pinning ceremony was held for Officers Smith and Berryman in early January.

We are still short of reaching our authorized budgeted staffing allocation for this fiscal year. We are currently conducting background checks on several potential candidates. It is only a matter of time before we reach our authorized strength. We have made great strides in hiring quality candidates. Our challenge now will be in retaining employees for the long term.

This month we continued to host our Coffee with a Cop program with local businesses.

As part of the community engagement program and to keep our schools safe, officers continue to visit Rusk ISD schools. Officers have also gotten out of their patrol vehicles more in order to build relationships with our community. Some of our community policing engagement can be seen on our Facebook page.

Unfortunately, again this year we were forced to cancel our Citizens Police Academy for lack of community participation.

On January 17th, I submitted to the Texas Commission on Law Enforcement the department's racial profiling report and analysis for 2022. I have attached the report to this memorandum. Of particular note is that out of almost three thousand (3,000) motor vehicle stops initiated by Rusk police officers in 2022, the department did not receive any complaints from the public alleging racial profiling. I am happy to report that an analysis of the raw data shows that Rusk police officers do not engage in racial profiling. Once the report is formally presented to the City Council, I will post the report on our Facebook page so the citizens of Rusk can review the data.



MONTHLY REPORT
January-23
PART 1 OFFENSES

POPULATION DATA			
January-22	5,580		
January-23	5,580		
Annual Growth	0		0.00%

Offense Category	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2023	2023 Per 1000/capita	2022 TOTAL	2022 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Murder	0	0	No Change	*NC	0	0.00	1	0.18	-1	-100.00
Rape	2	0	2	*NC	2	0.36	9	1.61	-7	-77.78
Robbery	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Individual	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Business	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Assaults	10	0	10	*NC	10	1.79	67	12.01	-57	-85.07
Aggravated	0	0	No Change	*NC	0	0.00	10	1.79	-10	-100.00
Other Assaults	0	0	No Change	*NC	0	0.00	54	9.68	-54	-100.00
Burglary	2	0	2	*NC	2	0.36	6	1.08	-4	-66.67
Habitation	0	0	No Change	*NC	0	0.00	3	0.54	-3	-100.00
Building	0	0	No Change	*NC	0	0.00	3	0.54	-3	-100.00
Theft	3	0	3	*NC	3	0.54	58	10.39	-55	-94.83
Burglary Vehicle	0	0	No Change	*NC	0	0.00	7	1.25	-7	-100.00
Burglary Coin-Op Machine	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Thefts	0	0	No Change	*NC	0	0.00	51	9.14	-51	-100.00
Motor Vehicle Theft	0	0	No Change	*NC	0	0.00	8	1.43	-8	-100.00
TOTAL OFFENSES	17	0	17	*NC	17	3.05	141	25.27	-124	-87.94

*NC = NOT CALCULABLE
BECAUSE SCIENTIFIC CONVENTION STATES DIVISION BY ZERO IS NOT POSSIBLE

Uniform Crime Index Offenses do not always coincide with State offenses; therefore, some offenses may not reflect in UCR statistics

ACTIVITY	MONTHLY			YEAR TO DATE					Percent Increase/Decrease	
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2023	2023 Per 1000/capita	2022 TOTAL	2022 Per 1000/capita		Amount of Change
Motor Vehicle Accidents	3	0	3	*NC	3	0.54	56	10.04	-53	-94.64
Injury Accidents	0	0	No Change	*NC	0	0.00	2	0.36	-2	-100.00
Number Transported	0	0	No Change	*NC	0	0.00	1	0.18	-1	-100.00
Fatality Accidents	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Fatalities	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC

ACTIVITY	MONTHLY			YEAR TO DATE						
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/D ecrease	YTD 2023	2023 Per 1000/capita	2022 TOTAL	2022 Per 1000/capita	Amount of Change	Percent Increase/ Decrease
Calls for Service	194	0	194	*NC	194	34.77	2,328	417.20	-2134	-91.67
Citations	462	0	462	*NC	462	82.80	1,992	366.99	-1530	-76.81

ACTIVITY	MONTHLY			YEAR TO DATE						
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/D decrease	YTD 2023	2023 Per 1000/capita	2022 TOTAL	2022 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Cases Assigned	27	0	27	*NC	27	4.84	482	86.38	-455	-94.40
Cases Cleared	20	0	20	*NC	20	3.58	395	70.79	-375	-94.94
Cases Filed (Misdemeanor)	14	0	14	*NC	14	2.51	73	13.08	-59	-80.82
Cases Filed (Felony)	5	0	5	*NC	5	0.90	56	10.04	-51	-91.07
Cases Filed (Juvenile)	0	0	No Change	*NC	0	0.00	9	1.61	-9	-100.00

ACTIVITY	MONTHLY				YEAR TO DATE					
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/D decrease	YTD 2023	2023 Per 1000/capita	2022 TOTAL	2022 Per 1000/capita	Amount of Change	Percent Increase/Decrease
DWI Arrests	0	0	No Change	*NC	0	0.00	19	3.41	-19	-100.00
Adult Arrests	23	0	23	*NC	23	4.12	222	39.78	-199	-89.64
Drug Related Arrests	0	0	No Change	*NC	0	0.00	71	12.72	-71	-100.00
Juvenile Arrests	0	0	No Change	*NC	0	0.00	6	1.08	-6	-100.00



Permit Report

01/01/2023 - 01/31/2023

Permit Type	Sub-type	Applicant Name	Owner Name	Parcel Address	Main Status	Permit Date
Electrical	New Construction	Cherokee Electrical Contractors	ALTO COMMUNITY FELLOWSHIP	869 EUCLID ST RUSK, TX 75785	Open	1/31/2023
Mechanical	New Construction	Spencer Smith	ALTO COMMUNITY FELLOWSHIP	869 EUCLID ST RUSK, TX 75785	Open	1/31/2023
Building Permit	Fence	Jose Garcia	SMITH LARRY C	157 RAY ST RUSK, TX 75785	PAYMENT DUE (CONTACT FOR PAYMENT)	1/30/2023
Single-Family Renovation	Roofing	Floyd D Steed	WILKINSON WILLIAM & BETTY	150 HOSPITAL ST RUSK, TX 75785	Open	1/26/2023
Plumbing	Water Heater Change-Out	CC Title Service	CC TITLE SERVICES LLC	126 E 5TH ST RUSK, TX 75785	Closed	1/26/2023
Building Permit	Fence	Joseph Pharis	PHARIS ELIZABETH	193 S HENDERSON ST RUSK, TX 75785	PAYMENT DUE (CONTACT FOR PAYMENT)	1/20/2023
Building Permit	Other	Todd Driver	DRIVER TODD A AND SHERRON L	620 E 4TH RUSK, TX	Additional Information Needed	1/17/2023
Plumbing	New Construction	Justin Pearson	ALTO COMMUNITY FELLOWSHIP	869 EUCLID ST RUSK, TX 75785	Open	1/10/2023
Plumbing	Gastest	Bannister Plumbing and Air	300 BAGLEY RD LLC	330 BAGLEY RD RUSK, TX 75785	Closed	1/9/2023
Electrical	Interior Renovations	Antonio Mandujano	NEW IMAGE ROOFING AND CONSTRUCTI ON LLC	133 N HENDERSON ST RUSK, TX 75785	Incomplete	1/9/2023

Permit Type	Sub-type	Applicant Name	Owner Name	Parcel Address	Main Status	Permit Date
Electrical	Tenant Change	EZENWANYI ONWUCHEK WA	NEW IMAGE ROOFING AND CONSTRUCTION LLC	133 N HENDERSON ST RUSK, TX 75785	Denied	1/4/2023

Total Records: 11

2/2/2023



Case Activity Report

01/01/2023 - 01/31/2023

Case #	Activity Date	Activity Type	Activity Status
20230012	1/31/2023	Stop Work Order	Active
20220072	1/23/2023	Stop Work Order	Closed
20230009	1/23/2023	Follow-Up	Active
20210029	1/18/2023	COURT DATE	Completed
20220058	1/18/2023	COURT DATE	Completed
20220066	1/18/2023	COURT DATE	Completed
20220078	1/18/2023	COURT DATE	Completed
20220074	1/16/2023	Follow-Up	Active

Total Records: 8

2/2/2023

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

**(903) 683-2677
(Fax) 683-1218
February 2, 2023**

*FORREST K. PHIFER
Municipal Court Judge*

*KALA GOFF
Court Administrator*

January 2023 City Council Report

Total number of Citations issued for the month of Jan. 2023	<u>195</u>
Total amount of dollars collected for the month of Jan. 2023	<u>\$32,790.64</u>
Total amount of dollars submitted for State Fees for the month of Jan. 2023	<u>\$18,116.98</u>
Total amount of dollars dismissed for the month of Jan. 2023	<u>\$6,516.10</u>
Total amount of Citation balance from 10/1/22(fiscal year) until September 2023	<u>\$111,092.40</u>

CITATION BY VIOLATION

Date From: 01/01/2023 Date To: 01/31/2023

Rusk Municipal Court

CODE: 4316	VIOLATION: C.O.:NOISE/LOUD MUSIC	Total Violations: 1
CODE: 3656	VIOLATION: DISPLAY EXPIRED LICENSE PLATES (REG)	Total Violations: 11
CODE: 3006	VIOLATION: DISREGARD STOP SIGN	Total Violations: 3
CODE: 3103	VIOLATION: DL: NO DRIVERS LICENSE	Total Violations: 21
CODE: 3101	VIOLATION: DL:DRIVING WHILE LICENSE INVALID	Total Violations: 14
CODE: 3259	VIOLATION: DL:EXPIRED OPERATORS LICENSE	Total Violations: 6
CODE: 3089	VIOLATION: DROVE CENTER LAN (NOT PASSING, NOT TURNI	Total Violations: 1
CODE: 3170	VIOLATION: EQ:DEFECTIVE STOP LAMP(S)	Total Violations: 1
CODE: 1550	VIOLATION: EQ:NO FRONT LICENSE PLATE	Total Violations: 1
CODE: 1390	VIOLATION: FAIL TO DISPLAY VEHICLE REGISTRATION	Total Violations: 2
CODE: 3049A	VIOLATION: FAIL TO MAINTAIN (1) FINANCIAL RESP-UVFR	Total Violations: 1
CODE: 3049	VIOLATION: FAIL TO MAINTAIN (1) FINANCIAL RESPONSIBILITY	Total Violations: 3
CODE: 3025A	VIOLATION: FAIL TO MAINTAIN (2) FINANCIAL RESPONSIBILITY	Total Violations: 1
CODE: 3025B	VIOLATION: FAIL TO MAINTAIN (3) FINANCIAL RESPONSIBILITY	Total Violations: 1
CODE: 3049	VIOLATION: FAIL TO MAINTAIN (1) FINANCIAL RESPONSIBILITY	Total Violations: 8
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: 2
CODE: 3319	VIOLATION: LEAVING SCENE OF ACCIDENT	Total Violations: 1
CODE: 3668	VIOLATION: LICENSE PLATE REGISTRATION	Total Violations: 3
CODE: 3240	VIOLATION: POSSESSION OF DRUG PARAPHERNALIA	

Rusk Municipal Court

		Total Violations: 2
CODE: 4011	VIOLATION: PUBLIC INTOXICATION 1ST	
		Total Violations: 1
CODE: 3586A	VIOLATION: SPEED:SPEEDING (06-10)	
		Total Violations: 10
CODE: 3586B	VIOLATION: SPEED:SPEEDING (11-15)	
		Total Violations: 52
CODE: 3586C	VIOLATION: SPEED:SPEEDING (16-20)	
		Total Violations: 26
CODE: 3586D	VIOLATION: SPEED:SPEEDING (21-25)	
		Total Violations: 8
CODE: 3586F	VIOLATION: SPEED:SPEEDING (26-30)	
		Total Violations: 4
CODE: 3586E	VIOLATION: SPEED:SPEEDING (31-35)	
		Total Violations: 1
CODE: 3001	VIOLATION: SPEED:SPEEDING - GENERAL	
		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: 4
		Total Citations: 195

Payment Code Financial Report

01/01/2023 to 01/31/2023

Rusk Municipal Court

CODE :	CASH	PAYMENTS :	244	TOTAL :	\$6,400.00
CODE :	CC	PAYMENTS :	151	TOTAL :	\$4,039.50
CODE :	CHECK	PAYMENTS :	142	TOTAL :	\$3,332.84
CODE :	CREDIT	PAYMENTS :	728	TOTAL :	\$17,892.80
CODE :	MONEY OR	PAYMENTS :	31	TOTAL :	\$1,125.50
TOTAL PAYMENTS :			1296	TOTAL :	\$32,790.64

Payment Code Financial Report

01/01/2023 to 01/31/2023

Rusk Municipal Court

CODE :	ADJ	PAYMENTS :	2	TOTAL :	\$25.00
CODE :	APPEAL	PAYMENTS :	9	TOTAL :	\$330.00
CODE :	COM SERV	PAYMENTS :	75	TOTAL :	\$1,873.20
CODE :	CPL	PAYMENTS :	59	TOTAL :	\$1,760.00
CODE :	DSC	PAYMENTS :	22	TOTAL :	\$2,256.00
CODE :	GCD	PAYMENTS :	85	TOTAL :	\$1,946.60
CODE :	INDIGENT	PAYMENTS :	210	TOTAL :	\$6,342.80
CODE :	JAIL CRED	PAYMENTS :	239	TOTAL :	\$8,776.50
TOTAL PAYMENTS :			701	TOTAL :	\$23,310.10

Non-monetary

STATE / CITY FEES FINANCIAL REPORT

Date Range: 1/1/2023 to 1/31/2023

Rusk Municipal Court

FEE CODE : ADMINISTRATIVE FEE	STATE CODE :	PAYMENTS : 38	VALUE : \$475.00
FEE CODE : ARREST FEE	STATE CODE :	PAYMENTS : 127	VALUE : \$610.69
FEE CODE : STATE CONSOLIDATED FEE	STATE CODE :	PAYMENTS : 135	VALUE : \$7650.14
FEE CODE : COLLECTION FEE	STATE CODE :	PAYMENTS : 20	VALUE : \$1324.64
FEE CODE : CHILD SAFETY FEE	STATE CODE :	PAYMENTS : 1	VALUE : \$25.00
FEE CODE : INDIGENT DEFENSE FEE	STATE CODE :	PAYMENTS : 5	VALUE : \$8.51
FEE CODE : JUDICIAL SUPPORT	STATE CODE :	PAYMENTS : 5	VALUE : \$25.58
FEE CODE : LOCAL CONSOLIDATED FEE (SECURITY)	STATE CODE :	PAYMENTS : 137	VALUE : \$535.69
FEE CODE : LOCAL CONSOLIDATED FEE (TRUANCY)	STATE CODE :	PAYMENTS : 137	VALUE : \$546.68
FEE CODE : LOCAL CONSOLIDATED FEE (TECHNOLOGY)	STATE CODE :	PAYMENTS : 137	VALUE : \$437.26
FEE CODE : LOCAL CONSOLIDATED FEE (JURY FUND)	STATE CODE :	PAYMENTS : 133	VALUE : \$10.88
FEE CODE : MUNICIPAL COURT BUILDING SECURITY FEE	STATE CODE :	PAYMENTS : 6	VALUE : \$15.56
FEE CODE : MUNICIPAL COURT TECHNOLOGY FUND	STATE CODE :	PAYMENTS : 6	VALUE : \$20.75
FEE CODE : MOVING VIOLATION FEE/CITY	STATE CODE :	PAYMENTS : 5	VALUE : \$0.04
FEE CODE : MOVING VIOLATION FEE/STATE	STATE CODE :	PAYMENTS : 5	VALUE : \$0.37
FEE CODE : OMNIBASE REIMBURSEMENT FEE	STATE CODE :	PAYMENTS : 13	VALUE : \$75.00
FEE CODE : OMNIBASE REIMBURSEMENT TDPS CITY FEES	STATE CODE :	PAYMENTS : 16	VALUE : \$50.20
FEE CODE : OMNIBASE REIMBURSEMENT STATE	STATE CODE :	PAYMENTS : 6	VALUE : \$105.31
FEE CODE : JURY REIMBURSEMENT FUND	STATE CODE :	PAYMENTS : 5	VALUE : \$17.07
FEE CODE : STATE TRAFFIC FINE	STATE CODE :	PAYMENTS : 106	VALUE : \$4909.97
FEE CODE : LOCAL TRAFFIC FINE	STATE CODE :	PAYMENTS : 100	VALUE : \$292.16
FEE CODE : TIME PAYMENT REIMBURSEMENT CITY NO	STATE CODE :	PAYMENTS : 14	VALUE : \$200.21
FEE CODE : TRUANCY PREVENTION AND DIVERSION FUND	STATE CODE :	PAYMENTS : 2	VALUE : \$4.00
FEE CODE : WARRANT FEE	STATE CODE :	PAYMENTS : 20	VALUE : \$776.27

TOTAL PAYMENTS : 1179 **VALUE :** \$18116.98

DISMISSAL REPORT
FROM 01/01/2023 TO 01/31/2023

Rusk Municipal Court

Citation#	Docket#	Name	Disp	Amount Dismissed	Docket Balance
205096	20221409	KUBENA, BRANDY RENEE	DC2	\$161.00	\$0.00
904012	20221388	WILDE, AARON JOSEPH ANTHO	DC2	\$161.00	\$0.00
11102380	20221178	TUCKER, NATALIE	DS	\$240.00	\$0.00
205200	20221869	HENDERSON, JIMMY DON JR	CD	\$235.00	\$0.00
904144	20221767	WILSON, KIMBERLY MICHELLE	DC2	\$161.00	\$0.00
406734A	20221934	GUNTER, TOMMY CLINTON	CD	\$215.00	\$0.00
802371	20221432	BULLOCK, TINA ANTLEY	DD	\$0.00	\$0.00
904039	20221489	PRAZAK, KYLE MICHAEL	DC2	\$325.00	\$0.00
904061	20221555	VILLA, PABLO	DC2	\$161.00	\$0.00
802567	20221960	WOOD, SHELLEY RENEE	CD	\$215.00	\$0.00
60814	20120466	TROTTER, WILLIAM TYRONE	DP	\$372.50	\$0.00
60814A	20120467	TROTTER, WILLIAM TYRONE	DP	\$333.50	\$0.00
904082	20221608	SKINNER, HALEY MICHELLE	DC2	\$161.00	\$0.00
802346B	20221391	MACKEY, SERGION LEE	CD	\$245.00	\$0.00
406752A	20222007	VILLANUEVA, SILVERIO ALEJANDRO	CD	\$215.00	\$0.00
62188	20122443	TROTTER, WILLIAM TYRONE	DP	\$372.50	\$0.00
802546	20221904	ARANDA, HECTOR	CD	\$245.00	\$0.00
904067	20221566	PAYTON, THOMAS R	DD	\$0.00	\$0.00
904089	20221600	BRITTON, SHANE JACKIE	DD	\$0.00	\$0.00
406578	20221100	ALVAREZ, CRYSTAL ABIGAIL	DD	\$0.00	\$0.00
205090	20221426	BABEL, MATTHEW JOSIAH	DC2	\$305.00	\$0.00
904150	20221772	WEMIGWANS, RAELYNNE ROSE	DC2	\$305.00	\$0.00
652462	20222173	FLORES-CHAVEZ, JOSE FELICIANO	CD	\$225.00	\$0.00
652358	20222080	QUINN, LARRY NUEL	DC2	\$141.00	\$0.00
904081	20221587	RODRIGUEZ DIAZ, ELIAN ASBEL	DC2	\$141.00	\$0.00
904105	20221644	NEWLAND, JEFFERY MICHAEL	DC2	\$161.00	\$0.00
652273	20222000	ROBINSON, RYAN DANIEL	DC2	\$161.00	\$0.00
11102402	20221273	JOHNSON, VERONICA HAMILTON	DD	\$0.00	\$0.00
904192	20221850	FRIMPONG, KOFI	DC2	\$181.00	\$0.00

Rusk Municipal Court

Citation#	Docket#	Name	Disp	Amount Dismissed	Docket Balance
57833	20111344	KELLY, REGINALD ONEAL	DP	\$411.50	\$0.00
57833A	20111345	KELLY, REGINALD ONEAL	DP	\$211.60	\$160.90
652432	20222148	DAVIS, CODI AUSTIN	DC2	\$163.00	\$0.00
903904A	20221123	BOBBITT, ERIC SHANNON	DS	\$245.00	\$0.00
406583	20221147	LAFAITT, DANNY SHANE	PTD	\$0.00	\$0.00
903970	20221257	AGUILLON-BOCANEGRA, GERARDO	PTD	\$0.00	\$0.00
903542	20220514	OBI, ONYEBUCHI CHRISTIAN	PTD	\$46.50	\$0.00
802261	20220809	IVINS, GARY WAYNE JR	PTD	\$0.00	\$0.00
903812	20220949	ADNAN, ALI	PTD	\$0.00	\$0.00
406562	20220987	WHITELEY, CARSON JAMES	PTD	\$0.00	\$0.00
406562B	20220988	WHITELEY, CARSON JAMES	PTD	\$0.00	\$0.00
406562C	20220989	WHITELEY, CARSON JAMES	PTD	\$0.00	\$0.00
205054	20221022	WELCH, WILLIAM CONRAD	PTD	\$0.00	\$0.00
205063	20221095	HARPER, ADAM TRENT	PTD	\$0.00	\$0.00
Dockets 43			Total Dismissed	\$6,516.10	