CITY OF RUSK, TEXAS
CITY COUNCIL MEETING
AGENDA

Rusk Civic Center
555 Euclid Street, Rusk, Texas
Thursday, April 13, 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):

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 February 2023, Summary R & E, Account Balances Report,
      February Bank Reconciliation and Credit Card Statements for February 2023.
   B. Minutes for March 9, 2023 and April 3, 2023 Special City Council meeting.

6. PUBLIC HEARING(S):

   Notice of a public hearing to discuss and consider a Special Use Permit Application submitted
   by Jan Pate for the TJ Rusk Building to have residential use on the second floor, in accordance
   with the Unified Development Code of the City of Rusk, Texas.

   The public hearing is to solicit public comments on the proposed Special Use and allow the City
   Council to review and verify that the proposed Special Use, as it is submitted, contains such
requirements and safeguards as are necessary to protect adjoining property and the public’s health and safety.

Every Special Use Permit granted under Article 153, Division IIIB of the Unified Development Code shall be considered as an amendment to the zoning ordinance applicable to such property. In granting a Special Use Permit the City Council may impose conditions that shall be complied with by the grantee before a certificate of occupancy may be issued by the Building Official.

7. **ACTION ITEM(S)**

   A. Discuss and consider Ordinance for the Special Use Permit.
   B. Discuss and consider swimming pool operations 2023.
   C. Discuss and consider tax abatement agreement with East Texas Auto Finance (Huggins).
   D. Discuss and consider personnel policy change.

   **E. 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.

   **F. EXECUTIVE SESSION ACTION (S):** The City Council will reconvene into Open Session to act, if any, on items discussed in the Executive Session.

**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.

8. **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.

9. **ADJOURN**

   *Signed*

   Cinda Etheridge, City Secretary

   Posted: Monday, April 10, 2023
   City Hall Bulletin Board
   By 4:00 P.M.

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: April 13, 2023 Council Meeting Agenda Items

DATE: April 10, 2013

This is a relatively short agenda, though there is a Public Hearing regarding a Special Use Permit for the TJ Rusk Hotel. Mr. Pate is requesting the approval of 24 residential units on the second floor of the building. This issue is going to the Planning and Zoning Commission on Tuesday, April 11, 2023. The Special Use Permit only addresses whether residential use is permitted, and if so, how many units are reasonable. The Special Use Permit does not address anything that relates to code, zoning, or certificate of occupancy requirements. If units are approved, they will have to meet all of those requirements. Again, Mr. Pate has requested 24 units. Staff has recommended that the number be no greater than 15. I would encourage you to attend the P&Z meeting, but I will have their recommendation on Thursday.

A. This will be the formal action taken on the above discussed Public Hearing.

B. We have had no response to our search for someone to take over operation of the swimming pool. Ms. Wick has expressed interest in managing the pool for a salary. She would be responsible for the scheduling, cleaning of the property and operation of the concession stand. The City would retain all earnings from the gate fee and concession sales. We have asked her what her salary requirement is, but have not heard back. I intend to have that for you on Thursday.

C. At our April 3, 2023 special meeting, Council approved the application from East Texas Auto Finance for a three-year property tax abatement. This action is to approve the actual contract. There is a lot of legal speak, if you have any questions on it, please contact me prior to the meeting to discuss.

D. As you know, we continue to struggle with staffing issues in the Police Department. There have been some comments/complaints about officers not being able to take their comp time because there is no one to cover their shifts. They also threaten to use this as leverage against the City. I would like to change our personnel policy to eliminate the accrual of comp time. Overtime will be paid as it is earned. A very strict policy for earning overtime will be implemented to ensure it is not abused. By eliminating the comp time, we will pay out what we owe, which is approximately $120,000. This is something that is already a liability on our books, but will likely need a budget amendment at the end of the year.
**Analysis of Financial Data**

We are 42% finished with the year. The General Fund has generated $1,257,484.09 in revenue and $1,282,407.88 in expenses. I have not transferred anything from the Enterprise Fund to the General Fund, as our cash balance is still good.

I & S, Mayor & Council, Library and REDCO are all slightly over 42%, but none are alarming. I suspect they will all level out as the year progresses.

The Enterprise Fund has $2,054,120.21 in revenue and $1,526,376.83 in expenses for a surplus of $527,743.38.
<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event Description</th>
<th>Location</th>
<th>Duration</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>02/22/20</td>
<td>T2:00 PM</td>
<td>T2:00 PM wrang. &amp; Pack</td>
<td>Fire Station 1</td>
<td>2 hours</td>
<td></td>
</tr>
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<td>02/22/20</td>
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<td>T2:00 PM wrang. &amp; Pack</td>
<td>Fire Station 2</td>
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<td>02/22/20</td>
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<td>Fire Station 3</td>
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<td>02/22/20</td>
<td>T2:00 PM</td>
<td>T2:00 PM wrang. &amp; Pack</td>
<td>Fire Station 4</td>
<td>2 hours</td>
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**Total Time:** 8 hours

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**Event Details:**

- **Date:** 01/22/20
- **Event Type:** Fire Station Operations
- **Location:** Various Fire Stations
- **Duration:** 8 hours
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<th>Beginning Balance</th>
<th>Debits</th>
<th>Credits</th>
<th>Ending Balance</th>
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<td>Payroll</td>
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<td><strong>Total City Portfolio</strong></td>
<td><strong>$4,321,120.01</strong></td>
<td><strong>($815,188.54)</strong></td>
<td><strong>$1,175,422.62</strong></td>
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# February Consolidated Reconciliation

Bank reconciliation summary

As of 2/28/2023

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<tr>
<td><strong>Outstanding items</strong></td>
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<tr>
<td>Checks and Wires</td>
<td>(104,289.91)</td>
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<td>Deposits and other credits</td>
<td>50,695.63</td>
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<td><strong>Items on Bank Statement but not on Books</strong></td>
<td>23,203.94</td>
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<td><strong>Subtotal</strong></td>
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<td>Book balance</td>
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<td><strong>Difference</strong></td>
<td>$0.00</td>
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</table>
SUMMARY OF ACCOUNT ACTIVITY

- Previous Balance: $9,505.71
- Payments: $9,505.71
- Other Credits: $85.00
+ Purchases: $7,199.96
+ Cash Advances: $0.00
+ Fees Charged: $0.00
+ Interest Charged: $0.00

New Balance: $7,114.96

Account Number: XXXX XXXX XXXX 1344
Credit Limit: $35,000.00
Available Credit: $27,462.00
Statement Closing Date: February 2, 2023
Days in Billing Cycle: 31

PAYMENT INFORMATION

New Balance: $7,114.96
Minimum Payment Due: $213.45
Payment Due Date: February 27, 2023

MESSAGES

GREAT NEWS!

We have upgraded the Card Service Center website and online access to your account information. It is better than ever!

Our enhanced site features easier-to-navigate pages, additional payment functionality, and new self-serve account update options. A NEW MOBILE APP is also available to manage your card on the go.

The New Site and Mobile App are available NOW! To take advantage of these exciting features, go to www.cardaccount.net to download the mobile app or click "ACCOUNTS" and choose "CREDIT CARD ACCOUNTS" to log in now.

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

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Transactions continued on next page.

TIB, N.A.
1550 N BROWN RD 150
LAWRENCEVILLE GA 30043

Account Number: XXXX XXXX XXXX 1344
New Balance: $7,114.96
Minimum Payment Due: $213.45
Payment Due Date: February 27, 2023

Amount Enclosed: $ [Signature]

Make Check Payable to:
CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

CITY OF RUSK
205 S MAIN ST
RUSK TX 75785-1363

1127348270001344000213450000714964
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Transactions continued on next page
### CITY OF RUSK
Account Number: XXXX XXXX XXXX 1344

### TRANSACTIONS (continued)

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<th>Tran Date</th>
<th>Post Date</th>
<th>Reference Number</th>
<th>Transaction Description</th>
<th>Amount</th>
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<tr>
<td>01/27</td>
<td>01/27</td>
<td>55432860V5WJXK9H</td>
<td>AMZN MKTP US*RASMT12V3 AMZN.COM/BILL.WA</td>
<td>$11.99</td>
</tr>
<tr>
<td>01/27</td>
<td>01/30</td>
<td>55438320XAT95410S</td>
<td>SAMSCOUT.COM</td>
<td>$147.26</td>
</tr>
<tr>
<td>02/02</td>
<td>02/02</td>
<td>5543286115V576D0F</td>
<td>ADOBE *800-833-6687 ADOBE.LYENUS CA - monthly charge</td>
<td>$19.99</td>
</tr>
</tbody>
</table>

PAM TYER

TOTAL XXXXXXXXXXXX0529 $2,029.27

<table>
<thead>
<tr>
<th>Tran Date</th>
<th>Post Date</th>
<th>Reference Number</th>
<th>Transaction Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/11</td>
<td>01/13</td>
<td>55486720Q2M6F6KTN</td>
<td>ATWOOD 34 JACKSONVILLE JACKSONVILLE TX</td>
<td>$194.99</td>
</tr>
<tr>
<td>01/18</td>
<td>01/19</td>
<td>82711160J00095YD1</td>
<td>BLUE GOOSE CUSTOMS ... JACKSONVILLE TX</td>
<td>$225.00</td>
</tr>
<tr>
<td>01/30</td>
<td>01/31</td>
<td>15270210YDLX80APS3</td>
<td>EBAY C*19-09642-11743 SAN JOSE CA</td>
<td>$43.25</td>
</tr>
</tbody>
</table>

NEILL HOLCOMB

TOTAL XXXXXXXXXXXX3028 $463.24

<table>
<thead>
<tr>
<th>Tran Date</th>
<th>Post Date</th>
<th>Reference Number</th>
<th>Transaction Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/04</td>
<td>01/04</td>
<td>554295003BS1ERG0</td>
<td>MAGAZINE LINE 800991676 MI</td>
<td>$495.32</td>
</tr>
<tr>
<td>01/22</td>
<td>01/22</td>
<td>55432860L5SS513DX</td>
<td>CHR*CHRISTIANBOOK 800-247-4754 MA</td>
<td>$335.94</td>
</tr>
</tbody>
</table>

CHRISTINE CAMPLAIN

TOTAL XXXXXXXXXXXX4992 $831.26

### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

<table>
<thead>
<tr>
<th>Type of Balance</th>
<th>Annual Percentage Rate (APR)</th>
<th>Balance Subject to Interest Rate</th>
<th>Days in Billing Cycle</th>
<th>Interest Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchases</td>
<td>18.49% (v)</td>
<td>$0.00</td>
<td>31</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cash Advances</td>
<td>18.49% (v)</td>
<td>$0.00</td>
<td>31</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at www.cardaccount.net to enroll your credit card account(s) on the newly enhanced website.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.
### Tractor Supply Co.

1626 South Jackson St. 128
Jacksonville, TX 75766
903-586-6343

**Due:** 9/15/03

**Date:** 1/6/23  **Time:** 1:49 PM

**Line:** 436  **Register:** 1

**Cashier:** Becky

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8 X 75 FT SINGLE ARM AIR HOSE REEL</td>
<td>1</td>
<td>89.99</td>
<td>89.99</td>
</tr>
</tbody>
</table>

**Subtotal:** 89.99

**Tax:** 0.00

**Total:** 89.99

---

**MasterCard** - **SALE** 89.99

**PassDate:** 1/3/03 - **EMV Chip**

**Authorization #: 00664C**

**Terminal ID:** 001790436000100

**Cryptogram:** DDR5240565FE91ECE

**Auto:** A0000000041010

**App:** Mastercard

**Imp:** NDNE / 1E0300

**Exp:** 00000008000 / TSI: E800

---

**Change:** 0.00

I agree to pay the above amount according to my card issuer agreement.

---

**Tax Exempt Information**

**Name:** Neill Holcomb

**Address:** 205 S Main St

**City/State:** Rusk, TX 75785

**Phone:** 903-683-2213

**Tax Exempt Reason:** Government Agencies

**Tax Exempt Date:**

**Tax Exempt Holder:**

This transaction consists of one or more items identified as exempt from state sales or use tax. By signing below, and under penalties of perjury, signee declares he/she legally has the right to purchase the above items exempt from sales and use tax and that they will be used exclusively in a manner which satisfies for the exempted sales tax.
22-53556-22

22-53556-22

129.63

20-53556-22

160.5

25.52

UNIT PRICE AMOUNT

DESCRIPTION

20.32 60.64

4.83 43.47

30.32 3.5

5.39 25.52

OUAN

SOLD TO

CITY OF RUSK

DATE 1/24/23

PHONE ORDER

CASH SALE

CASH SALE TICKET

INDUSTRIAL & OILFIELD DISTRIBUTION SPECIALISTS
24 HR WATS 1-800-999-9999 • LUFKIN, TX 75901-3455 • LOOP 287 NORTH
PHONE (936) 699-1101 • PO BOX 160355 • 501 ELLERTON DR
LUFKIN RUBBER & GASKET CO.

AIR RINGS • REPAIR KITS • BOLTS & NUTS • SHEET PACKINGS • FITT • CONX • METAL HOSE • FLEXICR
# PERFORMANCE TRUCK

2501 MEDFORD DRIVE LUFKIN, TX 75901

Phone: (936) 634-3000 Fax: (936) 634-7336

---

**Authorization #**

**ACT #**

**Bill-To**

134584

CITY OF RUSK

205 S MAIN ST

BIG SANDY, TX 75755

(903) 683-2213

---

**PO#**

**Ship Via**

**Date Shipped**

**F.O.B.**

**Writer**

**Closed by**

**Orig From**

**Terms**

PICKUP

1/31/2023

2349

2349

S004071288:01

CASH

---

**Bin1**

**Bin2**

**Unit Price**

**Extended**

S045A

S045A

8.10

8.10

---

**Thank You for yu.**

**We are Hiring at this location!**

Submit your application at **www.per**

---

**Outside Parts Sales**

**Parts Co.**

---

**CHANGE TO ACCOUNT**

10-535-60-30

---

**DEPARTMENT HEAD**

---

**CITY MANAGER**

---

**Special Order Non-Stock Parts $2:**

**Disclaimers of Warranties**

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaim express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller authorizes any other person to assume for it any liability in connection with the sale of said merchandise.

**Return Policy**

No returns without invoice. No return on electrical parts. 20% Restock fee on special order parts. No return if special order part is non-returnable to mfg. No returns after 15 days, including cores.

Delivered by: ________________________ Date: __________ Cores Received: __ Y _ N

Customer Signature: __________________

Printed Name: ____________________

---

**X:\User\Forms\Parts\Barcode Items\Parts Invoice Form_QI.rpt**

---

**Consulat 4/50**

---

**Date Create: 1/31/203 12:00 am**

**Date Update: 1/31/203 11:11 am**

**Time Printed: 1/31/203 11:11:16AM**

---

**SALE AMOUNT**

$8.10

---

**CUSTOMER COPY**

---

**Total:**

8.10

---

**Please Remit Payment to:**

PERFORMANCE TRUCK

1263 U.S. HWY 59 NORTH

CLEVELAND, TX 77328

---

Page 1 of 1
INVOICE

Invoice # 76791
Invoice Date Jan 04, 2023
Invoice Amount $39.00 (USD)
Customer ID AzyWiCRsTFHvqO6a
Payment Terms Due Upon Receipt
PAID

SUBSCRIPTION
ID 16A4FvTQajDxCtynA
Billing Period Jan 04 to Feb 04, 2023
Next Billing Date Feb 04, 2023

DESCRIPTION

<table>
<thead>
<tr>
<th>Units</th>
<th>Unit Price</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$39.00</td>
<td>$39.00</td>
</tr>
</tbody>
</table>

Total $39.00
Payments ($39.00)

Amount Due (USD) $0.00

PAYMENTS

$39.00 was paid on 04 Jan, 2023 11:00 PST by MasterCard card ending 1468.

NOTES

Please click here to view/download our Form W9.
Invoice

Bill To: City of Rusk Development Services
Brandon Scarborough
205 S. Main St.
Rusk, TX 75785
US

Ship To: [Handwritten note: "Plan review"]

Item: SafetyCulture iAuditor Monthly Plan | Full seat
13 Jan 2023 - 13 Feb 2023

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SafetyCulture iAuditor Monthly Plan</td>
<td>1</td>
<td>$24.00</td>
<td>$24.00</td>
</tr>
</tbody>
</table>

Thank you for your business.

Please email billing@safeculture.io for any billing-related queries.

Payments:

- DUE $0.00
- Other Balance Due as of 12 Jan 2023 $0.00

Total $24.00

Invoice History

13 Jan 2023 02:41AM AEDT  Credit card payment: $24.00 (Master, XXXX-XXXX-XXXX-1468)
MasterCard .... 1468
Brandon Scarborough
205 S. Main St. 10-51310-35
Rusk, TX 75785
USA

App Store

FormConnect Pro
FormConnect Pro+ (Monthly)
Renews Jan 9, 2023
Report a Problem

$1.99

Subtotal $1.99
Tax $0.16

TOTAL $2.15

Apple Card

Save 5% on Apple products with a new Apple Card through December 25.

Only at Apple. Purchases made with Apple Card Monthly Installments are excluded. Additional exclusions and terms apply.¹

Apply now

1. The following purchases with Apple Card are ineligible to earn 5% back: monthly financing through
Your Order is Complete

ORDER ID
A-S04441843

DATE
January 16, 2023

ITEM
Monthly Premium Membership

ITEM PRICE
$4.99

SALES TAX
$0.00

TOTAL
$4.99

SALES TAX INFO
For details on how we collect sales tax, visit our Help Center.

Continue to Account
**Bill To:**
City of Rusk  
Brandon Scarborough  
bscarborough@rusktx.org  

**Invoice Number:**  
CH_3MRMBSJ9W5XXLBVH1GFCYVMVN

**Date:**  
2023-01-17

**Amount Due (USD):**  
$0.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Plan</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 x Pro (at $10.00 / month)</td>
<td>Pro (Monthly) $10</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

**Billing Details:**
- **Cardholder name:** City of Rusk  
- **Card type:** Mastercard  
- **Last 4 digits:** 1468  
- **Expiration:** 5/2023

Thank you for your business!  
♡ Team Regrid
App Store

pCloud - Cloud Storage
Premium (Monthly)
Renews Jan 19, 2023
Report a Problem

$4.99

Subtotal $4.99
Tax $0.41

TOTAL $5.40

Apple Card

Save 5% on Apple products with a new Apple Card through December 25.

Only at Apple. Purchases made with Apple Card Monthly Installments are excluded. Additional exclusions and terms apply.¹

Apply now

1. The following purchases with Apple Card are ineligible to earn 5% back: monthly financing through
Brandon Scarborough
205 S. Main St.
Rusk, TX 75785
USA 10-51310-35

iCloud+

iCloud+ with 50 GB of Storage
Monthly
Renews Jan 31, 2023
$0.99

TOTAL
$0.99

Apple Card

Save 3% on all your Apple purchases.
Apply and use in minutes

1. 3% savings is earned as Daily Cash and is transferred to your Apple Cash card when transactions post to your Apple Card account. If you do not have an Apple Cash card, Daily Cash can be applied by you as a credit on your statement balance. 3% is the total amount of Daily Cash earned for these purchases. See the Apple Card Customer Agreement for more details on Daily Cash and qualifying transactions.

2. Subject to credit approval.

To access and use all the features of Apple Card, you must
From: CPSCert@safekids.org
Sent: Tuesday, January 17, 2023 10:52 AM
To: Shawn Solly
Subject: CPS Certification | Registered for course

Dear Shawn,

Thank you for registering to become a Child Passenger Safety Technician. We have received your completed course registration for course TX2023011071. Please note the course information below:

Delivery Method: In Person
Lead Instructor: Megan Hackworth
Lead Instructor Phone: 
Lead Instructor Email: megan.hackworth@ag.tamu.edu
Location: Shelby County Extension
Address: 266 Nacogdoches St Center, TX 75935

<table>
<thead>
<tr>
<th>Course Dates/Time</th>
<th>Date</th>
<th>Time</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>02/21/2023 (Tue)</td>
<td>08:00 am - 06:00 pm</td>
<td>10.00</td>
</tr>
<tr>
<td></td>
<td>02/22/2023 (Wed)</td>
<td>08:00 am - 06:00 pm</td>
<td>10.00</td>
</tr>
<tr>
<td></td>
<td>02/23/2023 (Thu)</td>
<td>08:00 am - 06:00 pm</td>
<td>10.00</td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td></td>
<td>30.00</td>
</tr>
</tbody>
</table>

If you are not able to attend the course, options are posted at http://cert.safekids.org/cant-attend-course

Safe Kids cancellation policy is as follows:

- Any registrant can cancel their course registration at any time through the first day of the course but there are cancellation fees.
- If the cancellation date is more than 10 business days from the start date of the course, the system will refund the registration fee minus $10 Cancellation fee.
- If the cancellation date is between 9 and 1 business days prior to the start date of the course, the system will refund the registration fee minus $30 Late Cancellation Fee.
- If the cancellation is made on the first date of class, the system will NOT refund any of the registration fee.
- Substitute registrants cannot cancel registration, but can reschedule to another public course.

If you have questions, please email us at CPSCert@safekids.org or call us at 202-875-6330 for help.
Chief Hensley
Meet & Greet
The Daily Grind
111 W 5Th
Rusk, TX

Phone: 683-1000
www.tdgcffeehouse.com

Receipt: d012Z
Authorization: 00667C

For Here:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brownie</td>
<td>$16.95</td>
</tr>
<tr>
<td>Mini Brownie</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal       $16.95
Sales Tax      $1.40

Total          $18.35

MasterCard 1567 (Chip)
Cinda Etheridge

January 6, 2023  2:27 PM

Scott

Chief Heagney

Meet & Great
01/10/2023
This email confirms your recent payment of $1,757.75.

Qty   Item                        Amount
5     PMC PMC PMC Bronze .40 S&W 1000rd CASE Handgun Ammo - 165 Grain | FM.-FP
     UPC #741569070430
     $284.44
     1 x Additional Ammunition Shipping Fee $67.11
     1 x Additional Ammunition Shipping Fee $67.11
     1 x Additional Ammunition Shipping Fee $67.11
     1 x Additional Ammunition Shipping Fee $67.11
     1 x Ammunition Shipping Fee $67.11
     Total: $1,757.75

View Order Confirmation
<http://email.mailers.ammoready.com/c/eJwNnjrtugzAUQL8GbyDb1_gxeOhD6dBlFa1aoS4VxA6QxDG90HLK1xfpTEpdnON4ypQAkKDEWU9dSw2ZrTeacZ03WzSNPzUXTjFmKbcUGVoleg010zwELijZKl4FbrpQkbbCWeOQh2YlveUKPDVciVozDxQ6agy52DGeSngoeC7jZxzNYTuuswRU3WJYXMnct2aV49tCnpt4f2EoP5sPhnrYT1_yv42N7Ov21v20zF0k85rN0uO6PuF6vLn2O813oB1B60KM6LdhvC3ndK81dv-QE0pR>

You will receive a tracking notification via email once this order has shipped.

Thank you for your purchase! you will receive a tracking update when the item was shipped, please check your spam if you didn’t receive it.
When ordered different item / multiple case of ammo, it will ship in separate packages.

<http://email.mailers.ammoready.com/o/eJwNzEOaIEMAMDXYI1NS1naHniLAYpKdlINBTxy-zgOnZ0xMIIJhJneUOVr9q6kRNVeOTZqwd9xAtMqMJBAVWOEUT48cPKHH5DlsRxkPd8vM2pRiDVwbIMYeake-QGkQhbw4le2Yc_V_sT6v-_u7zXX9AR9JMK>
**ELECTION LAW TRAINING**

for Cinda

Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 6,500+ hotels and resorts in 119 countries, please visit Honors.com

Thank you for staying with us. Visit embassysuites.com for more information on hotel packages, subscribe to our E-announcements newsletter, or plan your next stay at close to 200 destinations.

<table>
<thead>
<tr>
<th>DATE</th>
<th>REF NO</th>
<th>DESCRIPTION</th>
<th>CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/11/2023</td>
<td>1863132</td>
<td>GUEST ROOM</td>
<td>$151.00</td>
</tr>
<tr>
<td>1/11/2023</td>
<td>1863132</td>
<td>RM - CITY TAX</td>
<td>$11.34</td>
</tr>
<tr>
<td>1/11/2023</td>
<td>1863132</td>
<td>RM - STATE TAX</td>
<td>$9.72</td>
</tr>
<tr>
<td>1/11/2023</td>
<td>1863132</td>
<td>STATE COST RECOVERY FEE</td>
<td>$1.58</td>
</tr>
<tr>
<td>1/11/2023</td>
<td>1863132</td>
<td>PACE FEE</td>
<td>$1.00</td>
</tr>
<tr>
<td>1/12/2023</td>
<td>1864369</td>
<td>GUEST ROOM</td>
<td>$161.00</td>
</tr>
<tr>
<td>1/12/2023</td>
<td>1864369</td>
<td>RM - CITY TAX</td>
<td>$11.34</td>
</tr>
<tr>
<td>1/12/2023</td>
<td>1864369</td>
<td>RM - STATE TAX</td>
<td>$9.72</td>
</tr>
<tr>
<td>1/12/2023</td>
<td>1864369</td>
<td>STATE COST RECOVERY FEE</td>
<td>$1.58</td>
</tr>
<tr>
<td>1/12/2023</td>
<td>1864369</td>
<td>PACE FEE</td>
<td>$1.00</td>
</tr>
<tr>
<td>1/13/2023</td>
<td>1864516</td>
<td>MC *1567</td>
<td>($369.26)</td>
</tr>
</tbody>
</table>

**Balance** $0.00

CREDIT CARD DETAIL

APPR CODE: 01121C
CARD NUMBER: MC *1567
TRANSACTION ID: 1864516

MERCHAND ID: 001060682400
EXP DATE: 02/24
TRANS TYPE: Sale
We have processed the following payment:

**Bill To:**
Shawn Solly  
197 S Main  
Rusk, TX 75785

**Payment ID:** CMS-PMT-60880  
**Amount:** USD 95.00  
**Paid On:** Tue Jan 17 2023 10:51:30 am  
**Method:** CC - Master Card  
**Reference:** CC (Last 4): 1567

The following payments were received:

<table>
<thead>
<tr>
<th>Item</th>
<th>Trx Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
</table>
| 1    | 01/17/2023 | Cert Course Registration Fee  
CMS-SIGNUP-37914: TX2023011071 registration created on 01/17/2023 | 95.00 |

**Please note:** Credit card payments will appear under the name of Safe Kids Worldwide on your statement.

For further assistance, or if you have any questions, please email us at CPSCert@safekids.org or call us at 202-875-6330 for help.

Regards,

CPS Certification Program  
Safe Kids Worldwide  
cert@safekids.org
We have processed the following payment:

**Bill To:**
Tony D Smith
369 County Road 3213
Jacksonville, TX 75766

**Payment ID:** CMS-PMT-60877
**Amount:** USD 95.00
**Paid On:** Tue Jan 17 2023 10:45:21 am

**Method:** CC - Master Card
**Reference:** CC (Last 4): 1567

The following payments were received:

<table>
<thead>
<tr>
<th>Item</th>
<th>Trx Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>01/17/2023</td>
<td>Cert Course Registration Fee CMS-SIGNUP-37811: TX2023011071 registration created on 01/13/2023</td>
<td>95.00</td>
</tr>
</tbody>
</table>

**Please note:** Credit card payments will appear under the name of Safe
Payment Receipt

Bill To:
Ryan Gummer
197 S Main
Rusk, TX 75785

Payment ID: CMS-PMT-60876
Amount: USD 95.00
Paid On: Tue Jan 17 2023 10:41:46 am
Method: CC - Master Card
Reference: CC (Last 4): 1567

The following dues were paid by this payment:

<table>
<thead>
<tr>
<th>Item</th>
<th>Trx Date</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1    | 01/17/2023| Cert Course Registration Fee
CMS-SIGNUP-37837: TX2023011071 registration created on 01/16/2023 |

Bill To:
Ryan Gummer
197 S Main
Rusk, TX 75785

Payment ID: CMS-PMT-60876
Amount: USD 95.00
Paid On: Tue Jan 17 2023 10:41:46 am
Method: CC - Master Card
Reference: CC (Last 4): 1567

<table>
<thead>
<tr>
<th>Item</th>
<th>Trx Date</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1    | 01/17/2023| Cert Course Registration Fee
CMS-SIGNUP-37837: TX2023011071 registration created on 01/16/2023 |
Thanks for being a Hut Rewards member!

Date: 01/18/23   Time: 15:13:28

10-53568 - 10

45 Hut Rewards points earned today!

Excludes all promotional points. All points will be made available within 24-48 hours of purchase. Restrictions apply.

Check your progress towards FREE PIZZA:
PizzaHut.com/HutRewards

f City Hall Signs

Cherokee Parcel Post
108 South Main
Rusk, TX 75785
903-689-6003
www.cherokeeparcelpost.com
cherokeeparcelpost@gmail.com

Sale
suit: AGREEMENT

Card No: 054796

Amount: 15.00

45 Hut Rewards points earned today!

Excludes all promotional points. All points will be made available within 24-48 hours of purchase. Restrictions apply.

Check your progress towards FREE PIZZA:
PizzaHut.com/HutRewards

Laminating direction signs for City hall during flood
Texas Economic Development Council
1601 Rio Grande Street
Suite 455
Austin, TX 78701

TO:
Carlton Crothers
Rusk Economic Development Corp.
205 S Main St
Rusk, TX 75785 US
(430) 300-1004

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2022 ED Sales Tax Virtual (Dec) - Registration Fee</td>
<td>200.00 USD</td>
<td>200.00 USD</td>
</tr>
</tbody>
</table>

SUBTOTAL: 200.00 USD
TOTAL DUE: 200.00 USD
BALANCE DUE: 0.00 USD

10-S1810-55 online sales tax training for Carlton
<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Flags Coll</td>
<td>1</td>
<td>$60.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>US Flags Bkt/20</td>
<td>4</td>
<td>$12.00</td>
<td>$48.00</td>
</tr>
<tr>
<td>Purple Heart Medal</td>
<td>120</td>
<td>$0.60</td>
<td>$72.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

Card Name: MasterCard  
Account #: XXXXXXXXXX1567  
Approval #: 02040E  
Transaction #: 957  
AID: A0000000041010  
Chip AL: Mastercard  
PIN: Not Required  
Mastercard

Preview your Mail  
Track your Packages  
Sign up for FREE @ https://informeddelivery.usps.com

All sales final on stamps and postage.  
Refunds for guaranteed services only.  
Thank you for your business.

Tell us about your experience.  
Go to: https://postalexperience.com/Pos  
or scan this code with your mobile device.

or call 1-800-410-7420.
Good news, Pamela, you're renewed.

Another year of members-only goodness comin' at you.

Your credit card on file was charged $110 on Jan 30, 2023 for your membership and $45 for any add-on memberships on your account.

Thanks for auto-renewing and being a part of the Sam's Club family.

Additional taxes and fees for members in select areas may be reflected on your credit card statement. To update your payment info or make any changes to your scheduled auto-renew, head over to Account Information in the Sam's Club app or online.

Plus more than pays for itself

Free shippin  2% back in
Hello City of Rusk,

Thank you for shopping with us. We’ll send a confirmation once your item has shipped. Your order details are indicated below. The payment details of your transaction can be found on the order invoice. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

This order is placed on behalf of The City of Rusk.

Your estimated delivery date is:
February 9-
Tuesday, February 14

Your shipping speed:
prime Standard Shipping

Your order will be sent to:
Rusk City Hall
RUSK, TX
United States

Order Details
Order #111-2170635-3069021
Placed on today, January 30

Iron Age Solidifier Men's 8" Eh Comp Toe Waterproof Work Boot Brown - 13 Medium Apparel
Sold by ShoeCo.Shoe
Condition: New

Order Total: $129.01

Work boots for new employee
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0980011652</td>
<td>CLUB CRACKER</td>
<td></td>
<td>8.88</td>
</tr>
<tr>
<td>0980193381</td>
<td>MM WAVY</td>
<td></td>
<td>3.28</td>
</tr>
<tr>
<td>0000584044</td>
<td>STACY'S PIT</td>
<td></td>
<td>6.98</td>
</tr>
<tr>
<td>0980427127</td>
<td>CHEESE TRAY</td>
<td></td>
<td>16.53</td>
</tr>
<tr>
<td>0980421474</td>
<td>VEG COMBO</td>
<td></td>
<td>10.83</td>
</tr>
<tr>
<td>0000633467</td>
<td>CILANTROSAL</td>
<td></td>
<td>5.98</td>
</tr>
<tr>
<td>0980273557</td>
<td>FRIED PICKLE</td>
<td></td>
<td>4.98</td>
</tr>
<tr>
<td>0980179307</td>
<td>MM SPINACH</td>
<td></td>
<td>6.98</td>
</tr>
<tr>
<td>0000865271</td>
<td>CHEESE TRAY</td>
<td></td>
<td>12.28</td>
</tr>
<tr>
<td>0980108410</td>
<td>SDWCH PACK</td>
<td></td>
<td>9.24</td>
</tr>
<tr>
<td>0980109376</td>
<td>MIXED NUTS</td>
<td></td>
<td>9.98</td>
</tr>
<tr>
<td>INST SV</td>
<td>STACY'S PIT</td>
<td></td>
<td>0.50</td>
</tr>
</tbody>
</table>

**SUBTOTAL** | **95.44**

**TAX 12%** | **0.00**

**TOTAL** | **95.44**

**MASTERCARD CREDIT TEND** | **95.44**

**MASTERCARD **** **** **** 1690**

**CHANGE DUE** | **0.00**

# ITEMS SOLD 11
<table>
<thead>
<tr>
<th>Item</th>
<th>Code</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>COOKIES</td>
<td>007874204107 F</td>
<td>6.47</td>
</tr>
<tr>
<td>PB COOKIES</td>
<td>007874244320 F</td>
<td>3.47</td>
</tr>
<tr>
<td>HOSTITO BTSZ</td>
<td>002840051782 F</td>
<td>4.98</td>
</tr>
<tr>
<td>FRITO SCOOPS</td>
<td>002840031403 F</td>
<td>4.98</td>
</tr>
<tr>
<td>RUFFLES REG</td>
<td>002840051773 F</td>
<td>4.98</td>
</tr>
<tr>
<td>MLO SMT T CL</td>
<td>009147504189 F</td>
<td>3.38</td>
</tr>
<tr>
<td>UNSWEET TEA</td>
<td>007874200705 F</td>
<td>2.88</td>
</tr>
<tr>
<td>TEA</td>
<td>009147563004 F</td>
<td>3.38</td>
</tr>
<tr>
<td>100 COUNT</td>
<td>004200015301</td>
<td>6.58</td>
</tr>
<tr>
<td>REC TC WHITE</td>
<td>001117597385</td>
<td>1.00</td>
</tr>
<tr>
<td>CREAM CHEESE</td>
<td>007874237047 F</td>
<td>1.68</td>
</tr>
</tbody>
</table>

**TAX**: 8.250%  
**SUBTOTAL**: 43.78  
**TOTAL**: 44.41  
**MCARD TEND**: 44.41

**Mastercard**: 1680 I 1

**Approval #**: 006656
**IMF #**: 306500414640
**PAYMENT SERVICE- A**
**AID**: A0000000041010
**NAV**: AB20570D26CF5ADE
**IMPLN AL #**: SC010880

01/06/23 14:06:19  
**CHANGE DUE**: 0.00  
**# ITEMS SOLD**: 11  
**TC#**: 5511 2661 6916 0471 7614

---

**Chick Scott Heagney**

**Meet a Great**
Payment Receipt

Thank you for your payment

Dear City of Rusk

This is a confirmation of your payment authorization made on Friday, January 27, 2023.

The payment will be applied to your account and pending final authorization from your bank, a charge in the amount of $255.47 will be added to the account detailed below.

Payment details:

Payment Amount: $255.47  
Paid On: Friday, January 27, 2023  
Transaction #: 63D3B5CC6CD1837C2D62F18AD5286159874154D0  
Purchase Order #: n/a  
Payment Type: Mastercard  
Paid By: automatic payment  
Email: billing@appriver.com  
Memo: n/a

This payment applies to the following invoices:

Invoice Date: Friday, January 27, 2023  
Invoice #: 2359203  
Applied Amount: $255.47  
Invoice Balance: $0.00

Log in to the portal to review any additional information in the billing area. Thank you for your business! We appreciate it.

Unless agreed to by both parties in writing, the provided services are subject to the standard terms and conditions: www.appriver.com/legal-center (subscription terms) or www.appriver.com/resellerterms (reseller terms).
Hello City of Rusk,

Thank you for shopping with us. We'll send a confirmation once your items have shipped. Your order details are indicated below. The payment details of your transaction can be found on the order invoice. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

This order is placed on behalf of The City of Rusk.

Your estimated delivery date is:
Monday, January 9-
Thursday, January 12

Your shipping speed:
Prime Standard Shipping

Order Details
Order #111-8551559-8292256
Placed on today, January 4

2 x Goju 570204 Luxury Foam Anti Bac Terial
Handwash, Orange Blossom, 18Oz Pump,
4/Carton
Misc.
Sold by MyOfficeInnovations/Staples, Inc.
Condition: New

Order Total: $81.32
Hello City of Rusk,

Thank you for shopping with us. We'll send a confirmation once your items have shipped. Your order details are indicated below. The payment details of your transaction can be found on the order invoice. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

This order is placed on behalf of The City of Rusk.

Your guaranteed delivery date is:  
Friday, January 6

Your shipping speed:  
Prime FREE Prime Delivery

Your order will be sent to:  
Rusk City Hall
RUSK, TX
United States

Order Details
Order #111-7311852-7864263
Placed on today, January 4

Pendaflex File Folders, Letter Size, 8-1/2" x 11", Classic Manila, 1/3-Cut Tab in Left, Right, Center Positions, 100 Per Box (65213)  
Office Product
Sold by Amazon.com Services LLC
Condition: New

$14.50
Amazon Basics Hanging Organizer File Folders -
Letter Size, Green - Pack of 25
Office Product
Sold by Amazon.com Services LLC
Condition: New

Order Total: $28.16

To learn more about ordering, go to Ordering from Amazon.com.
If you want more information or need more assistance, go to Help.

Thank you for shopping with us.

Amazon.com

Buy it again

Folgers Caramel Drizzle
Flavored...$44.97 / prime

TK Thermal King, 3-1/8" x 230'...
$22.55 / prime

The payment for your invoice is processed by Amazon Payments, Inc. P.O. Box 81226 Seattle, Washington 98108-1226. If you need more information, please contact (866) 216-1075

By placing your order, you agree to Amazon.com’s Privacy Notice and Conditions of Use. Unless otherwise noted, items sold by Amazon.com are subject to sales tax in select states in accordance with the applicable laws of that state. If your order contains one or more items from a seller other than Amazon.com, it may be subject to state and local sales tax, depending upon the seller’s business policies and the location of their operations. Learn more about tax and seller information.

This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.
Thanks for your order, Pamela!

We're processing your order 10029154419 and will email you when it ships. Thanks for shopping with us.

See your order status

Items to ship (3)

Pam Tyer
205 S Main St, Rusk, TX 75785

Shipment 1 of 1

Clorox Toilet Bowl Cleaner (6pk., 24oz. Bottles)  
Item 842900  
Shipping: Standard

Qty 1  
$12.28  
$12.28 each

POM Individually Wrapped 2-Ply Paper Towels (110 sheets/roll, 30 rolls)  
Item 159671  
Shipping: Standard

Qty 1  
$41.88  
$41.88 each
Clorox Disinfecting Bleach Free Cleaning Wipes, Qty 1 $15.73
Variety Pack (85 wipes/pk., 5 pk.)
Item 900249214
Shipping: Standard
$3.25 off with Instant Savings
Ends January 22

Prices and availability of items may vary and are subject to change without notice. Some items may ship separately due to availability and shipping method.

Subtotal (includes savings) $69.89
Sales tax $0.00

Paid online $69.89

You saved $7.65

Paid with MASTERCARD *0529 $69.89

Credit cards aren't charged until your order ships or you pick it up at the club. If you see a pending charge before this, it's an authorization hold to ensure the funds are available.

Please note that this not a receipt. If you have any questions, please visit our help center. We look forward to seeing you soon!

Trending in your club

Sam's Exclusive Bath Tissue
Member's Mark Ultra Premium Soft and Strong Toilet Paper, 2-Ply (235 sheets,...

Sam's Exclusive
Member's Mark Hotel Premier Collection 12" King Mattress

Tide PODS + Ultra Oxi Liquid Detergent Pacs (104 pacs)

Bounty Full-Sheet Paper Towels, White (66 sheets/roll, 12 ct)

Shop Now
Shop Now
Shop Now
Shop Now

Your Club
Hello City of Rusk,

Thank you for shopping with us. We'll send a confirmation once your items have shipped. Your order details are indicated below. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

Your purchase has been divided into 3 orders.

This order is placed on behalf of The City of Rusk.

Order Details
Order #111-2894412-9325061
Placed on today, January 13

Your estimated delivery date is: Wednesday, January 18
Thursday, January 19

Your order will be sent to:
Rusk City Hall
RUSK, TX
United States

Your shipping speed: /prime Expedited Shipping

Globe-Weis PFXR217MHD /Pendaflex Heavy-Duty Expanding File, Open Top, 12 Pockets, Monthly Index, Letter Size, Brown (R217MHD) Office Product
Sold by OfficeWorld Store
Condition: New

$19.14
Hello City of Rusk,

Thank you for shopping with us. We’ll send a confirmation once your item has shipped. Your order details are indicated below. The payment details of your transaction can be found on the order invoice. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

This order is placed on behalf of The City of Rusk.

Your estimated delivery date is: January 23-
Thursday, January 26

Your shipping speed: Standard Shipping

Order Details

Order #111-0941088-8819434
Placed on today, January 13

IRONCK Rustic Entryway Console Table, Long Hallway Table 55 in 3-Tier, TV Stand Entertainment Center Media Stand for Living Room, Industrial Style, Vintage Brown
Sold by IIRONCK HOME
Condition: New

Order Total: $148.98
Order Total: $19.14
The payment details of your transaction can be found on the order invoice.

Order #111-6648355-3964211
Placed on today, January 13

Your estimated delivery date is: Friday, January 20
Your shipping speed: Two-Day Shipping
Your order will be sent to:
Rusk City Hall
RUSK, TX
United States

Order Details

Office Product
Sold by HiTouch Business Services a BU of Staples
Condition: New

Order Total: $16.59
The payment details of your transaction can be found on the order invoice.

Order #111-4902650-9257027
Placed on today, January 13

Your guaranteed delivery date is: Tuesday, January 17
Your shipping speed: Standard Shipping
Your order will be sent to:
Rusk City Hall
RUSK, TX
United States

Order Details

Scotch Transparent Tape, 3/4 in x 1296 in, 6 Boxes (600-SK)
Office Product
Sold by Amazon.com Services LLC

Order Total: $13.99
The payment details of your transaction can be found on the order invoice.
Hello City of Rusk,

Thank you for shopping with us. We'll send a confirmation once your items have shipped. Your order details are indicated below. The payment details of your transaction can be found on the order invoice. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

This order is placed on behalf of The City of Rusk.

Your guaranteed delivery date is: 
Tuesday, January 17

Your shipping speed: 
/prime Standard Shipping

Order Details
Order #111-7666334-8705839
Placed on today, January 12

3 x Pendaflex Glow Hanging File Folders, Letter Size, Assorted, Case Pack of 12 (81670) 
Office Product 
Sold by Amazon.com Services LLC
Condition: New

$12.91
Samstar File Folder Box, Mesh Hanging File Organizer File Crate Folder Bin Holder Storage Box, Letter Size, Black Office Product Sold by Samstar Condition: New

Order Total: $81.30

To learn more about ordering, go to Ordering from Amazon.com. If you want more information or need more assistance, go to Help.

Thank you for shopping with us.

Amazon.com

Customers Who Bought Items in Your Order Also Bought

Sinboun Hanging File Organizer... $22.80 \text{ prime}
Pendaflex 40142 Top Tab File Guides,... $24.49 \text{ prime}

The payment for your invoice is processed by Amazon Payments, Inc. P.O. Box 81226 Seattle, Washington 98108-1226. If you need more information, please contact (866) 216-1075

By placing your order, you agree to Amazon.com's Privacy Notice and Conditions of Use. Unless otherwise noted, items sold by Amazon.com are subject to sales tax in select states in accordance with the applicable laws of that state. If your order contains one or more items from a seller other than Amazon.com, it may be subject to state and local sales tax, depending upon the seller's business policies and the location of their operations. Learn more about tax and seller information.

This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.
Hello City of Rusk,

Thank you for shopping with us. We'll send a confirmation once your item has shipped. Your order details are indicated below. The payment details of your transaction can be found on the order invoice. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

This order is placed on behalf of The City of Rusk.

Your guaranteed delivery date is:  
**Tuesday, January 17**

Your shipping speed: 
**Standard Shipping**

Your order will be sent to: 
**Rusk City Hall**  
**RUSK, TX**  
**United States**

---

**Order Details**

Order #111-0136599-7623479  
Placed on today, January 12

Fluke TP1 Slim-Reach Flat Blade Test Probe with Stainless Steel Tip, 1000V Voltage, 10A Current  
**$27.93**

**Order Total:**  
**$27.93**

To learn more about ordering, go to Ordering from Amazon.com.  
If you want more information or need more assistance, go to Help.
The payment details of your transaction can be found on the order invoice.

Order Total: $19.14

Order #111 668356 39643211
Placed on today, January 13

Your estimated delivery date is: Friday, January 20
Your shipping speed: Two-Day Shipping

Your order will be sent to:
Rusk City Hall
RUSK, TX
United States

Order Details
Office Product
Sold by HiTouch Business Services a BU of Staples
Condition: New

Order Total: $16.59

The payment details of your transaction can be found on the order invoice.

Order #111-4902650-9257027
Placed on today, January 13

Your guaranteed delivery date is: Tuesday, January 17
Your shipping speed: Standard Shipping

Your order will be sent to:
Rusk City Hall
RUSK, TX
United States

Order Details
Scotch Transparent Tape, 3/4 in x 1296 in, 8 Boxes (600-6PK)
Office Product
Sold by Amazon.com Services LLC

Order Total: $13.99

The payment details of your transaction can be found on the order invoice.
Hello City of Rusk,

Thank you for shopping with us. We'll send a confirmation once your items have shipped. Your order details are indicated below. The payment details of your transaction can be found on the order invoice. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

This order is placed on behalf of The City of Rusk.

Your guaranteed delivery date is: Tuesday, January 17
Your shipping speed: Standard Shipping

Your order will be sent to:
Rusk City Hall
RUSK, TX
United States

Order Details
Order #111-0294494-4710619
Placed on today, January 13

Sold by LIUBENWENHUA
Condition: New

Order Total: $25.36
Thank You For Your Order.

Order Date: January 26th 2023
Order #: VP_76DTRG6S

Shipping Method: Standard
Estimated Arrival: Feb 14th

Shipping Address:
Rachel Flores
Rusk Police Department
197 S Main St
Rusk, Texas 75785-1325
United States of America
9036832277

Billing Address:
Pam Tyler
City of Rusk
205 S Main St
Rusk, Texas 75785-1325
United States of America
9036832213

Payment Method:
\( \text{\$1,340.36} \)

Items

- **Canopy Tents**
  - In Progress
  - Expected Delivery: Feb 14th
  - Quantity: 1
  - Item Total: \$1,212.24
  - Sales tax: \$25.99
  - \$1,238.23

- **Custom Site Vinyl Banners**
  - In Progress
  - Expected Delivery: Feb 14th
  - Quantity: 1
  - Item Total: \$204.06

Selected Options:

- \( \text{\$0.00} \)

Total:

- \( \text{\$1,340.36} \)
- \( \text{\$1,340.36} \)
- \( \text{\$1,340.36} \)
- \( \text{\$1,340.36} \)

**Sales tax to be credited**

*Note: tax is exempt*
Hello City of Rusk,

Thank you for shopping with us. We'll send a confirmation once your item has shipped. Your order details are indicated below. The payment details of your transaction can be found on the order invoice. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

This order is placed on behalf of The City of Rusk.

Your guaranteed delivery date is:
Monday, January 30

Your shipping speed:
prime Standard Shipping

Your order will be sent to:
Rusk City Hall
RUSK, TX
United States

Order Details
Order #111-2171942-2878650
Placed on today, January 26

Premium Label Supply White Sticker Shipping Labels - 4" x 5" - Laser/Inkjet Compatible - (4 Labels/Sheet), 25 Sheets - 100 Total Adhesive Labels
Office Product
Sold by Premium Label Supply
Condition: New

Order Total: $11.99
Hello City of Rusk,

Thank you for shopping with us. We'll send a confirmation once your item has shipped. Your order details are indicated below. The payment details of your transaction can be found on the order invoice. If you would like to view the status of your order or make any changes to it, please visit Your Orders on Amazon.com.

This order is placed on behalf of The City of Rusk.

Your guaranteed delivery date is: tomorrow, January 27

Your shipping speed: FREE Prime Delivery

Order Details
Order #111-5686912-1069014
Placed on today, January 26

Premium PC Monitor & Laptop Stand with Sturdy, Stable Black Metal Construction. Fashionable Riser is Height Adjustable with Non-Skid Rubber. Perfect for Computer Monitor, iMac Stand, or Computer Shelf
Office Product
Sold by Husky Mounts
Condition: New

Order Total: $16.99
Thanks for your order, Pamela!

We're processing your order 10035265263 and will email you when it ships. Thanks for shopping with us.

See your order status

Items to ship (5)

Pam Tyer
205 S Main St, Rusk, TX 75785

POM Individually Wrapped 2-Ply Paper Towels (110 sheets/roll, 30 rolls)
Item 159671
Shipping: Standard
Qty 1 $41.88
$41.88 each

Glad ForceFlex Tall Kitchen Trash Bags, Gain Original Scent with Febreze Freshness (13 gal., 150 ct.)
Item 980331649
Shipping: Standard
Qty 1 $20.98
$20.98 each
Folgers 100% Colombian Medium Roast Coffee K-Cups (100 ct.)
Qty 1 $45.34
Item 980041578
Shipping: Standard

Quilted Northern Ultra Soft & Strong Toilet Paper (32 rolls, 271 sheets/roll)
Qty 1 $22.28
Item 980203298
Shipping: Standard

Glad Small Twist-Tie White Trash Bags, Fresh Clean Scent with Febreze Freshness (4 gal., 156 ct.)
Qty 1 $16.78
Item 980318263
Shipping: Standard

Prices and availability of items may vary and are subject to change without notice. Some items may ship separately due to availability and shipping method.

Subtotal (includes savings) $147.26
Sales tax $0.00

Paid online $147.26

You saved $7.90

Paid with MASTERCARD *0529 $147.26

Credit cards aren't charged until your order ships or you pick it up at the club. If you see a pending charge before this, it's an authorization hold to ensure the funds are available.

Please note that this not a receipt. If you have any questions, please visit our help center. We look forward to seeing you soon!

Trending in your club
### Invoice #4356

- **Issued**: Jan 18, 2023
- **Due**: Jan 17, 2023
- **Paid**: Jan 18, 2023
- **Total**: $225.00

**Account Balance**: $250.00

**For Services Rendered**

<table>
<thead>
<tr>
<th>PRODUCT/SERVICE</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
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<tr>
<td>powder coating</td>
<td>Headache rack</td>
<td>1</td>
<td>$225.00</td>
<td>$225.00</td>
</tr>
</tbody>
</table>

---

Thank you for your business. Please contact us with any questions regarding this invoice.

Blue Goose Customs & Fabrication LLC 3-20626-2120-9

---

Subtotal: $225.00
Tax exempt (0.0%): $0.00
Total: $225.00
Paid: $225.00
Invoice balance: $0.00
Account balance: $0.00

CC 1053560404

Rack for new city truck
Your order's in!
Thanks for trying us out. When we're done processing your order, we'll email updates to nholcomb@rusktx.org.

You should get it by Feb 6.

Order total: $43.25

Shipping to:
205 S Main st, Rusk, TX 75785, United States

Order number: 19-09642-11743

John Deere 316 318 420 Toro Wheel ...
You should get it by Feb 6.

Your new account is almost ready

Only one step is left! Enter an eBay password or continue with a social network.

Enter password

Please enter a password.

Create an eBay account

or

Facebook

Google
Shipping Confirmation

**Please note that delivery delays are possible, as carriers are dealing with staffing challenges and extremely high volume. The arrival date of your package may be subject to change.

We have shipped the following package(s) to:

RUSK PUBLIC LIBRARY
207 E 6TH ST
RUSK, TX 75785

Payment Method: MasterCard
Merchandise: $335.94
Shipping & Handling: $0.00
Tax: $0.00
Total: $335.94

Items Shipped

Package #1

Shipping Method: FedEx Ground
Ship Date: 01/20/2023
Estimated Delivery: 4-10 business days

We have shipped this package via FedEx. You may track your package by clicking on the link below.
Feel free to contact us with any questions regarding your shipment.
Track your package,
Tracking#: 630464766633

<table>
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<tr>
<th>Item</th>
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<th>Price</th>
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<td>1</td>
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Did you have any problems placing your order?

Yes »
No »

ORDER CONFIRMATION

Items for Rusk Public Library

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<tr>
<th>Item/Description</th>
<th>Qty</th>
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<td>Zoobooks</td>
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<td>$24.95</td>
<td>Free</td>
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Billing Address

Bill To: Rusk Public Library  
207 Elth St  
Rusk, TX 75785  
(903) 683-6916  
Librarian@rusktx.org

Order Total

Subtotal: $495.32  
Shipping: Free  
Grand Total: $495.32  
Payment Method: Credit Card  
Balance Due: $0.00

Thank you for your order.

©2023 MagazineLine  
1-800-397-8794
Cinda Etheridge

From: Scott Heagney
Sent: Monday, February 13, 2023 4:09 PM
To: Cinda Etheridge
Subject: FW: CPS Certification | Registered for course

Scott L. Heagney
Chief of Police
City of Rusk Police Department
197 South Main Street
Rusk, Texas 75785
Office: 903-683-2677
Fax: 903-683-1218
Cell: 903-339-4882
Email: sheagney@rusktx.org
www.rusktx.org

From: Ryan Gummer <rgummer@rusktx.org>
Sent: Monday, February 13, 2023 4:07 PM
To: Scott Heagney <sheagney@rusktx.org>
Subject: Fwd: CPS Certification | Registered for course

Get Outlook for iOS

From: CPSCert@safekids.org <CPSCert@safekids.org>
Sent: Tuesday, January 17, 2023 10:42:19 AM
To: Ryan Gummer <rgummer@rusktx.org>
Subject: CPS Certification | Registered for course
Dear Ryan,

Thank you for registering to become a Child Passenger Safety Technician. We have received your completed course registration for course TX2023011071. Please note the course information below:

Delivery Method: In Person
Lead Instructor: Megan Hackworth
Lead Instructor Phone: megan.hackworth@ag.tamu.edu
Lead Instructor Email: megan.hackworth@ag.tamu.edu
Location: Shelby County Extension
Address: 266 Nacogdoches St Center, TX 75935

Course Dates/Time:

<table>
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<th>Date</th>
<th>Time</th>
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<td>02/22/2023 (Wed)</td>
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If you are not able to attend the course, options are posted at http://cert.safekids.org/cant-attend-course

Safe Kids cancellation policy is as follows:

- Any registrant can cancel their course registration at any time through the first day of the course but there are cancellation fees.
• If the cancellation date is more than 10 business days from the start date of the course, the system will refund the registration fee minus $10 Cancellation fee.
• If the cancellation date is between 9 and 1 business days prior to the start date of the course, the system will refund the registration fee minus $30 Late Cancellation Fee.
• If the cancellation is made on the first date of class, the system will NOT refund any of the registration fee.
• Substitute registrants cannot cancel registration, but can reschedule to another public course.

If you have questions, please email us at CPSCert@safekids.org or call us at 202-875-6330 for help.

Sincerely,

CPS Certification Program
Safe Kids Worldwide
cert.safekids.org
PLANNING AND ZONING COMMISSION
PUBLIC HEARING NOTICE
205 S. Main St. Rusk, TX 75785
903.683.2213
bscarborough@rusktx.org

April 6, 2023

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning and Zoning Commission of the City of Rusk, Texas, on Tuesday, April 11, 2023, at 5:30 p.m. in the Rusk Civic Center, 555 Euclid Street, Rusk, TX 75785, will hold a public hearing to discuss and consider a Special Use Permit Application submitted by Jan Pate for the TJ Rusk Building to have residential use on the second floor, in accordance with the Unified Development Code of the City of Rusk, Texas.

The public hearing is to solicit public comments on the proposed Special Use and allow the Planning and Zoning Commission to review and verify that the proposed Special Use, as it is submitted, contains such requirements and safeguards as are necessary to protect adjoining property and the public's health and safety.

Every Special Use Permit granted under Article 153, Division IIIB of the Unified Development Code shall be considered as an amendment to the zoning ordinance as applicable to such property. In granting such a permit the City Council may impose conditions that shall be complied with by the grantee before a certificate of occupancy may be issued by the Building Official.

A second public hearing will be held on the proposed Special Use Permit before the Rusk City Council in the Rusk Civic Center, located at 555 Euclid St. Rusk, Texas on Thursday, April 13 2023, at 5:30 p.m.

Public comments can be submitted prior to the public hearing by emailing Cinda Etheridge at cetheridge@rusktx.org or Amanda Hill at ahill@rusktx.org. Any questions may be directed to Brandon Scarborough at bscarborough@rusktx.org, or at (903)683-2213.

CITY OF RUSK DEVELOPMENT SERVICES
Brandon Scarborough, Director/Code Official
ORDINANCE NO. 2023-04

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY DESCRIBED HEREIN.

WHEREAS, a public hearing was held before the Planning and Zoning Commission of the City of Rusk, Texas, on the 11th day of April 2023, at 5:30 p.m., where all interested persons were provided with an opportunity to be heard on the hereinafter proposed Specific Use Permit for the purpose of allowing multifamily residential use on the second floor of the Thomas J. Rusk Building, located at 128 N. Main St., as provided for in the City of Rusk’s Unified Development Code, Table 153-6, Non-residential Use Chart, said hearing being held at the Rusk Civic Center in the said City, with all notices being given as required by law; and,

WHEREAS, pursuant thereto, the Planning and Zoning Commission gave written notice of such hearing to all real property owners within two hundred (200) feet of the TJ Rusk property, with the address of 128 N. Main St. and further described as being 0.251 acres and the Thomas J. Rusk Hotel Building, and being all of lot no. 5 and part of lot no. 6, block no. 9 of the Town of Rusk, Cherokee County, Texas as recorded in Volume 1114, Page 369 of the Land Records of Cherokee County, Texas, and said notice being given more than ten (10) days prior to the date of said hearing by mailing such notice to said owners; and,

WHEREAS, the Planning and Zoning Commission, in said public hearing considered, all of the testimony and all persons present were given an opportunity to be heard, and said Planning and Zoning Commission did make its final recommendation to the City Council; and,

WHEREAS, the City Council is of the opinion that the following ordinance should be passed and that the same is in the public interest and necessary for the promotion of health, safety, morals, and general welfare of the City.

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

THAT a Specific Use Permit for a maximum total number of ___ units be, and the same is hereby granted for the purpose of allowing multifamily residential use on the second floor of the TJ Rusk Building, and that said property be subject to and governed by the terms of the aforesaid Ordinance and the property or territory herein involved is described as follows, To-Wit:

being 0.251 acres and the Thomas J. Rusk Hotel Building, and being all of lot no. 5 and part of lot no. 6, block no. 9 of the Town of Rusk, Cherokee County, Texas, as recorded in Volume 1114, Page 369 of the Land Records of Cherokee County, Texas,

THAT other or prior zoning classification of the above-described property, whether by prior ordinances or judicial decree, is hereby repealed.
PASSED AND APPROVED THIS THE ___ DAY OF _______, 2023.

__________________________________________

Ben Middlebrooks, Mayor

ATTEST:

__________________________________________

Cinda Etheridge, City Secretary
TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS §
COUNTY OF CHEROKEE §

THIS TAX ABATEMENT AGREEMENT ("Agreement") is made and entered into as of the ____________ (the "Effective Date"), by and among the City of Rusk, Texas, a home rule city and municipal corporation of Cherokee County, Texas, duly acting herein by and through its Mayor ("City"); and ETAFC, LLC DBA EAST TEXAS AUTO & FINANCE, a Texas limited liability company, acting by and through its authorized officers (collectively referred to as "ETAFC"), for the purposes and considerations stated below:

WITNESSETH:

WHEREAS, on the ____________ the City Council of the City (City Council) passed Ordinance No. ________ (Ordinance) establishing Industrial Reinvestment Zone, (No. 8), City of Rusk, Texas (Zone), for commercial-industrial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended (Code); and

WHEREAS, consistent with Section 312.002 of the Texas Tax Code the City of Rusk, Texas, also previously passed tax abatement guidelines and criteria; and

WHEREAS, the City's current Guidelines are attached as Exhibit A hereto; and

WHEREAS, the Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Code; and

WHEREAS, the City has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, ETAFC currently owns the Premises, as hereinafter defined, and ETAFC expects to invest at least $200,000 but less than $300,000 in facility, land and equipment (collectively, "The Qualified Facilities") on the Premises. The Qualified Facilities and use of the Premises is expected to significantly enhance the economic base of the City; and

WHEREAS, the City Council also finds that the improvements sought are feasible and practical and would be of benefit to the land to be included in the Zone and to the City after expiration of this Agreement; and

WHEREAS, the City Council finds that the terms of this Agreement and the Premises and proposed Qualified Facilities, as hereinafter defined, meet the applicable guidelines and criteria heretofore adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located;
NOW, THEREFORE, the City, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of major investment in the Zone that contributes to the economic development of the City and enhancement of the tax base in the City and Cherokee County, Texas; and

ETAFF, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Sections 312.201 through 312.211 of the Code, does hereby contract, covenant and agree as follows:

I. DEFINITIONS

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

A. "ETAFF AFFILIATE" shall mean any Person, directly or indirectly controlling, controlled by, or under common control with ETAFF. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

B. "EFFECTIVE DATE" shall have the meaning given it in the introductory paragraph of this Agreement.

C. "ELIGIBLE PROPERTY VALUE" shall mean (i) with respect to each Qualified Facility for a particular tax year, the value of such Qualified Facility on the tax rolls of the Cherokee Appraisal District as of such tax year; and (ii) with respect to business personal property located on the Premises for a particular tax year, the value of such business personal property on the tax rolls of the Cherokee Appraisal District as of such tax year.

D. "FORCE MAJEURE" shall mean, without limitation, acts of God, or the public enemy, war, terrorism, criminal acts by unrelated third parties, riot, civil commotion, insurrection, governmental or de facto governmental action other than the City’s legislative zoning authority, fire, explosions, floods, strikes, adverse weather, or any other extraordinary event beyond the control of ETAFF (including, without limitation, broad based extraordinary economic events) that makes it reasonably impracticable to accomplish a desired objective.

E. "PERSON" shall mean an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

F. "PREMISES" shall mean all that parcel(s) of land owned by ETAFF as hereinafter described in Exhibit B attached hereto.

G. "QUALIFIED FACILITIES" shall mean any building, improvement, structure, fixture, parking or paving constructed on the Premises.
H. "REAL PROPERTY" and "PERSONAL PROPERTY" shall, for the purposes of this agreement, be defined by the Texas Tax Code, but shall not include inventory or supplies.

II. GENERAL PROVISIONS

A. All procedures followed by the City shall conform to the requirements of the Code, and shall be undertaken in coordination with ETAF’s corporate, public, employee, and business relations requirements.

B. The Premises will be owned by ETAF or a ETAF Affiliate, which Premises are located solely within the city limits of the City and solely within the Zone.

C. The Premises are not in an improvement project financed by tax increment bonds.

D. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City; provided, however, that this section shall not be construed to create a security interest in the Premises or Qualified Facilities in favor of such holders of outstanding bonds of the City.

E. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of the City or any member of the governing body of any taxing unit joining in or adopting this Agreement.

F. This Agreement is intended to comply with the requirements of Section 312.204 of the Code and is authorized by the Texas Property Redevelopment and Tax Abatement Act of the Texas Tax Code, Chapter 312, by the Guidelines and by resolution of the City Council authorizing execution of this Agreement.

G. During the period of the tax abatement herein authorized, ETAF shall be subject to all applicable City taxation not specifically abated or exempted, including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies.

III. CONDITION PRECEDENT TO TAX ABATEMENT

As a condition precedent to a tax abatement under this Agreement, ETAF or an ETAF Affiliate must substantially locate all Qualified Facilities to the Premises by January 1, 2024 or such other date that may be agreed to in writing

IV. TERM AND ABATEMENT PERIOD

A three (3) year tax abatement period permitted by law is hereby granted with respect to all Qualified Facilities located therein or otherwise on the Premises, as indicated in Section VI below. The tax abatement period shall commence to run beginning no later than January 1, 2025.
V. INITIAL AND MINIMUM TAX LIABILITY

A. For the purposes of this Agreement, the Qualified Facilities shall reflect a base line value of $30,640, which is equal to the valuation of the property set by the Chief Appraiser of the Cherokee County Appraisal District.

B. During the period of tax abatement herein authorized, ETAF shall be liable to the City for a base tax rate at the taxable value assigned under Sec. V.A. for all property covered under this Agreement.

VI. RATE, SCOPE, CONDITIONS AND COVENANTS

The rate and scope and additional conditions of tax abatement shall be as follows:

A. Annual Rates of Abatement – The following shall be the annual rates of tax abatement on the Qualified Facilities for the real property and the business personal property located therein and subject to this Agreement:

<table>
<thead>
<tr>
<th>Percentage of Property Taxes Abated</th>
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<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
</tbody>
</table>

B. Construction Condition. Notwithstanding Section VI.A. above, if the Construction Condition is not met on or before January 1, 2024 (plus any extensions due to Force Majeure), then no tax abatements under this Agreement shall be provided. Construction shall commence on or before July 1, 2023.

C. Operation Covenant. ETAF shall operate the Facility in accordance with prudent industry standards and applicable law.

D. Property Tax Covenant. Throughout the term of this Agreement, ETAF shall timely pay all property taxes for the Premises and real and business personal property located therein due and owing by it to all relevant taxing jurisdictions.

E. Management Change Notice Covenant. During the term of this Agreement, ETAF shall notify the City in writing of any change of the manager of ETAF within seven (7) days of such change.
VII.
REPORTING AND MONITORING

ETAF agrees to the following reporting and monitoring provisions, and failure to fully and timely comply with any one requirement shall constitute an event of default:

A. Not later than January 31 of each applicable year, ETAF shall submit to the City a certification from ETAF as to the conditions set forth in Section VI.B., C., and D.

B. ETAF shall provide to the City a semi-annual report certifying the status of compliance through the life of the Agreement of new investments and any other relevant information.

C. ETAF, during normal business hours, at its headquarters or at the Rusk plant location, shall allow to the City, its agents and employees, reasonable access to its books and records that are related to the described economic development consideration and incentives, to verify records related to economic development considerations and incentives, but the confidentiality of such records will be maintained.

D. ETAF further covenants and agrees that the City, its agents and employees, shall have a continuing and reasonable right of access to the real property, together with all Premises, Qualified Facilities and Qualified Facilities, at reasonable times and with reasonable notice to ETAF, and in accordance with ETAF's visitor access and security policies, in order to inspect the Premises, Qualified Facilities and Qualified Facilities to insure that the installation of the Qualified Facilities is in accordance with this Agreement and that all applicable state and local laws, ordinances and regulations are being followed. City, its agents and employees, shall defend, indemnify, and hold harmless ETAF from any damages or liability to persons or property arising from City, its agents and employees, entry upon ETAF's Property, unless such injury is caused by the sole negligence of ETAF, to the extent permitted by law.

E. The Premises at all times shall be used in a manner that is consistent with the general purpose of encouraging development within the Zone.

VIII.
BREACH/FAILURE TO MEET CERTAIN CONDITIONS

In the event that ETAF breaches any of the terms or conditions of this Agreement, then ETAF shall be in default of this Agreement. In the event ETAF defaults in its performance, the City shall give ETAF written notice of such default/failure of condition and, if ETAF has not cured such default/failure of condition within sixty (60) days of said written notice, then this Agreement may be terminated by the City; provided, however, that if such default is not reasonably susceptible of cure within such sixty (60) day period and ETAF has commenced and is pursuing the cure of same, then, after first advising the City Council of ETAF's efforts to cure same, ETAF may utilize an additional ninety (90) days for such purposes. Additional time, i.e., time in addition to the foregoing one hundred fifty (150) days, may be authorized by the City Council. City's sole and exclusive remedy against any Person for any breach or failure of condition under this Agreement, in the event of default after the expiration of the applicable
notice and cure periods, shall be that this Agreement shall terminate and all future tax abatements under this Agreement shall be void (it being understood that the City shall not be entitled to any repayment of tax abatements under this Agreement, except as provided in Section IX below, and it being further understood that the failure to meet a covenant set forth in Section VI.B., C. or D. for any year is not a breach and results only in the loss to the right to the abatement for such year). Notwithstanding any provision in this Agreement to the contrary, neither ETAF nor any other Person shall be required to pay any amounts to the City under this Agreement, with the only remedy being the loss of future tax abatements.

IX.
CONTINUITY OF OPERATIONS

Notwithstanding Section VI.A. above, if for any reason operations are suspended or cease at any point during the term of this Agreement, then no tax abatements under this Agreement shall be provided. Further, in the event of any cessation of operations, or abandonment of Premises by ETAF, all previously abated taxes are immediately due to the City.

X.
EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

This Agreement shall be binding on and inure to the benefit of the Parties and all ETAF Affiliates, their respective successors and assigns. Neither Party may assign its rights and duties hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that ETAF may assign this Agreement and all of its rights hereunder to another entity in which he has a controlling stake, with thirty (30) days written notice to City. In addition, this Agreement and all rights hereunder may be assigned for the benefit of any Financing Party including, but not limited to, an assignment to such Parties upon a foreclosure. Any assignment in violation of this Section X shall not affect any rebates with respect to which ETAF or any ETAF Affiliate is already entitled.

XI.
NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

**ETAF:**

ETAF, LLC DBA EAST TEXAS AUTO FINANCE  
East Texas Auto Finance  
335 S Dickinson  
Rusk, Texas 75785

**City:**

City Manager  
City of Rusk  
205 S. Main St  
Rusk, Texas 75785
XII.
CITY COUNCIL AUTHORIZATION

This Agreement was authorized by resolution of the City Council that was approved by the affirmative vote of a majority of the City Council at its regularly scheduled City Council meeting on the ________________, authorizing the Mayor to execute this Agreement on behalf of the City.

XIII.
ETAF AUTHORIZATION

An authorized representative of ETAF entered into this Agreement.

XIV.
SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

XV.
ESTOPPEL CERTIFICATE

Any Party hereto may request an estoppel certificate from another Party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which will upon request be addressed to a subsequent purchaser or assignee of ETAF, shall include, but not necessarily be limited to, statements (to the actual knowledge of the Party providing such) that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the Party(ies) to receive the certificate. The City Manager for the City shall provide any such certificate on behalf of the City.

XVI.
APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be in a court located in Cherokee County, Texas.

XVII.
INDEMNIFICATION

A. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE CITY IN THIS AGREEMENT, ETAF SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS COUNCILMEMBERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER “CITY’S INDEMNIFIED PARTY”) FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES

Tax Abatement Agreement/East Texas Auto Finance 7
(INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) ETAF’S PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.

B. Notice of Indemnified Loss. The City's Indemnified Party shall promptly notify ETAF of any indemnified Losses or Claim for indemnified Losses in respect of which the City’s Indemnified Party may be entitled to indemnification under this Section XVII. Such notice shall be given as soon as reasonably practicable after the City's Indemnified Party becomes aware of the Loss or Claim for Losses.

C. Defense of Third Party Claims. In the event any action or proceeding shall be brought against the City's Indemnified Party by reason of any matter for which the City's Indemnified Party is indemnified hereunder, ETAF shall, upon notice from the City's Indemnified Party or its authorized agents or representatives, at ETAF's sole cost and expense, resist and defend the same with legal counsel selected by ETAF; provided, however, that ETAF shall not admit liability in any such matter on behalf of the City's Indemnified Party. ETAF's obligation to defend shall apply regardless of whether the City's Indemnified Party is solely or concurrently negligent. Nothing herein shall be deemed to prevent the City's Indemnified Party at its election and at its own expense from cooperating with ETAF and participating in the defense of any litigation by their own counsel. If ETAF fails to retain defense counsel within seven (7) business days after receipt of City's Indemnified Party written notice that the City's Indemnified Party is invoking its right to indemnification under this Agreement, the City's Indemnified Party shall have the right to retain defense counsel on their own behalf, and ETAF shall be liable for all usual and customary defense costs incurred by the City's Indemnified Party.

D. Limitations on Indemnity. The amount owing to an Indemnified Party will be the amount of the Indemnified Party's Losses net of any insurance proceeds received by the indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

XVIII.
ENTIRE AGREEMENT

This Agreement constitutes the entire Tax Abatement Agreement between the Parties, supersedes any prior understanding or written or oral tax abatement agreements or representations between the Parties, and can be modified only by written instrument subscribed to by all Parties. Notwithstanding the foregoing provision, this Agreement does not modify, alter, or amend any other agreement or instrument among the City and ETAF relating to matters other than the abatement of real property taxes with respect to the Premises and the Qualified Facilities and business personal property located on the Premises. This Agreement may be executed in multiple counterparts (and may be delivered by telecopy, in addition to other means, with originals to follow), each of which shall be considered an original.
Page intentionally left blank. Two (2) signature pages follow.
ETAF, LLC, DBA EAST TEXAS AUTO
FINANCE

By: ____________________________
    Jenny Huggins

By: ____________________________
    Kristi Raiborn

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF CHEROKEE

This instrument was acknowledged before me on the ______ day of _____________, 2023, by Jenny Huggins and Kristi Raiborn, ETAF a Texas Limited Liability Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me he executed the same as a duly authorized officer of such corporation, and as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

[Notary Public in and for the State of Texas]

[Remainder of page intentionally left blank. One (1) additional signature page follows.]
CITY OF RUSK, a home rule city and municipal corporation

By: ________________________________
Ben Middlebrooks, Mayor

(Acknowledgment)

STATE OF TEXAS
COUNTY OF CHEROKEE

This instrument was acknowledged before me on the ___ day of ____________, 2023, by Ben Middlebrooks, Mayor of the City of Rusk, Texas, a home rule municipal corporation situated in Cherokee County, Texas, on behalf of said entity and in the capacity stated.

________________________________________
Notary Public in and for the State of Texas
GUIDELINES AND CRITERIA FOR GRANTING
COMMERCIAL TAX ABATEMENTS
BY
THE CITY OF RUSK, TEXAS

Section 1. Definitions

The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The City Council shall have the power from time to time to provide such additional and/or modified definitions that they may find desirable and necessary. The words and phrases as herein set out shall be deemed and understood to mean:

A. *Abatement* shall mean the full or partial exemption from ad valorem taxes of certain real property and certain limited types of tangible personal property, as herein after provided located in a reinvestment zone designated by the City of Rusk for economic development purposes.

B. *Affected jurisdiction* shall mean any governmental, educational, or special purpose entity that levies ad valorem taxes upon and provides services to property located within a proposed or existing reinvestment zone.

C. *Agreement* shall mean a contractual agreement (Tax Abatement Agreement) between a property owner and/or lessee and the City of Rusk.

D. *Base year value* shall mean the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the Agreement.

E. *City* shall mean the City of Rusk, Texas.

F. *City Council* shall mean the governing body of the City of Rusk, Texas.

G. *Deferred maintenance* shall mean improvements necessary for continued operation which do not improve productivity or alter the process technology.

H. *Deferred facility* shall mean a facility used primarily to receive, store, and distribute goods or materials principally to points outside the City.

I. *Economic life* shall mean the number of years a property improvement is expected to be in service. Provided, however, that in no circumstance shall the number of years exceed the depreciation allowance specified in the United States Internal Revenue Code.

J. *Eligible facilities* shall mean new, expanded, or modernized buildings and structures, including fixed machinery and equipment, which are reasonably likely, as a result of granting abatement, to contribute to the retention or expansion of primary employment, or to attract major investment in the Reinvestment Zone that would be a benefit to the property, or that would contribute to economic development within the City. Eligible
facilities may include, but shall not be limited to: manufacturing facilities, office buildings, distribution facilities, service facilities, Housing developed for rental purposes only of a type described in residential districts R-3 or MF in the Rusk Unified Development Code, built to generate revenue for the owner(s) thereof (exclusive of land costs), individual units of which are not to be offered for sale to individual buyers, and other facilities not herein expressly deemed ineligible, which in the sole opinion of the City Council will have a positive impact on the economic well-being of the City.

K. Expansion shall mean the addition of buildings, structures, fixed machinery, as that term is defined herein, equipment or payroll for the purposes of increasing production, efficiency, services, or combination thereof.

L. Facility shall mean property improvements completed or in the process of construction which together comprise an integral whole.

M. Fixed machinery shall mean tangible machinery, equipment, or personal property which is securely placed or fastened, and stationary within a building or structure, or permanently resides in the reinvestment zone.

N. Housing shall mean facilities whose purpose is to accommodate shelter for one or more families in single or multiple units.

O. Ineligible property shall mean: land, supplies, inventory, tools, furnishings, other moveable personal property, rolling stock, railroad cars, trucks, aircraft, or other forms of transportation, single family Housing described in residential districts SF-MH, MHP, R-1 and R-2 in the Rusk Unified Development Code, deferred maintenance, property to be rented or leased, except as provided in Section 2 E.

P. Manufacturing facility shall mean a facility with the primary purpose being the manufacture or whole or partial assembly of tangible goods or materials by physical or chemical change.

Q. Modernization shall mean the complete or partial modification and/or replacement of existing facilities, which increases its productivity, efficiency, or ability to enhance trade volume.

R. Office building shall mean corporate offices which serve as the principal office for a business enterprise, and from which orders for goods and billing for same may take place.

S. Recipient shall mean the company or individual being the beneficiary of a Tax Abatement Agreement.

T. Reinvestment Zone shall mean any area of the City of Rusk which City Council has designated as such a zone for the purpose of granting tax abatements. It is the intent of the City of Rusk to create Reinvestment Zones on a case-by-case basis, so long as the abatement contemplated conforms to the guidelines herein contained.

U. Service facility shall mean a facility whose primary purpose is to receive orders for, and/or provide services, and from which billing for same may take place.
Section 2. Criteria for Granting

A. **Eligibility.** Upon application, eligible facilities, may be considered for tax abatement as hereinafter provided. Abatement may only be granted for new or added value of eligible property improvements, subject to such limitations as the City may from time to time require, or as may be specified in the agreement between the parties. Existing value is not abatable.

B. **Ineligible property.** Ineligible property may not be granted abatement.

C. **Authorized date.** Abatement may only be granted for the new or added value of eligible property improvement that is created subsequent to the approval of the tax abatement application.

D. **Eligible new and existing facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

E. **Owned/leased facilities.** Unless the facility is developed for a purpose described in R-3 or MF of the Rusk Unified Development code, if a leased facility is granted abatement, the agreement shall be executed with the lessor and lessee.

F. **Economic qualification.** In order to be eligible for designation as a Reinvestment Zone and receive tax abatement, the planned improvement must be expected to have an increased appraised ad valorem tax value of at least ten thousand dollars ($10,000) upon completion of the anticipated improvements or expansion based upon the Cherokee County Appraisal District's assessment of the eligible property.

G. **Standards for tax abatement.** The following factors, among such other factors as determined necessary by the City Council, shall be considered in determining whether to grant tax abatement:

1. Value of land and existing improvements, if any;
2. Type and value of proposed improvements;
3. Productive life of proposed improvements;
4. Number of existing jobs to be retained by proposed improvements;
5. Number and type of new jobs to be created;
6. Number of new jobs to be filled by local residents, or by persons projected to reside in the City;
7. Amount of local sales tax to be generated;
8. The costs to be incurred by the City to provide facilities or services directly resulting from the new improvements;
9. The amount of ad valorem taxes to be paid the City during the abatement period considering
   a) The existing values,
   b) The percentage of new value abated,
c) The abatement period, and
d) The value after expiration of the abatement period.

10. The population growth that occurs directly as a result of the improvements;
11. The values of public improvements if any, to be made by applicant seeking abatement;
12. To what extent the proposed improvements compete with existing businesses to the detriment of the local economy;
13. The extent of business opportunities created by the proposed improvements for local businesses;
14. Impact on attracting other new businesses as a result of the improvements;
15. Impact the planned improvements may have on other taxing jurisdictions within the City;
16. Environmental compatibility, and amount, if any, of negative impact on quality of life perceptions; and
17. The ratio of real property value to personal property value being considered for abatement.

After a full evaluation and review utilizing some or all of the above factors, City Council may within the exercise of its full discretion either deny entirely the abatement, or may grant an abatement as deemed appropriate when the new value equals seven hundred and fifty thousand dollars ($750,000) or greater, or as provided herein where the new value equals a minimum of fifty thousand dollars ($50,000), but is less than seven hundred and fifty thousand ($750,000).

H. Denial of abatement. Neither a Reinvestment Zone nor an Agreement shall be authorized if it is determined that:

1. There would be a substantial adverse effect on the provision of government service or tax base;
2. The applicant has insufficient financial capacity;
3. Planned or potential use of the property would constitute a hazard to public safety health, or morals;
4. Violation of other codes or laws; or
5. Any other reason deemed appropriate by the City Council.

I. Amount of abatement. The percentage of value to be abated, and the duration of the tax abatement shall be determined as follows:
1. For planned improvements valued at seven hundred fifty thousand dollars ($750,000) or greater, the percentage and duration of the tax abatement shall be determined by the City Council in the exercise of its absolute discretion on a case-by-case basis, taking into consideration, some or all of the factors listed above in subsection G.

2. For planned improvements valued a minimum of fifty thousand dollars ($50,000), but less than seven hundred fifty thousand dollars ($750,000), the percentage and duration of the tax abatement shall be as set out in the table herein, and likewise taking into consideration some or all of the factors listed above in subsection G:

LOW TIER TAX ABATEMENT TABLE *(EXHIBIT A APPLICATION)*

<table>
<thead>
<tr>
<th>VALUE OF PLANNED IMPROVEMENTS</th>
<th>TERM AND PERCENT OF VALUE TO BE ABATED (YEAR)</th>
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<td>1</td>
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<tr>
<td>$50,000 - $100,000</td>
<td>75%</td>
</tr>
<tr>
<td>$100,001 - $200,000</td>
<td>75%</td>
</tr>
<tr>
<td>$200,001 - $300,000</td>
<td>100%</td>
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<tr>
<td>$300,001 - $500,000</td>
<td>100%</td>
</tr>
<tr>
<td>$500,001 - $750,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

3. For planned improvements in the downtown area (the square and 2 block), and Revitalization areas, valued a minimum of ten thousand dollars ($10,000), but less than fifty thousand dollars ($50,000), the percentage and duration of the tax abatement shall be as set out in the table herein, and likewise taking into consideration some or all of the factors listed above in subsection G:

DOWNTOWN & REVITALIZATION AREAS TAX ABATEMENT TABLE *(EXHIBIT B APPLICATION)*

<table>
<thead>
<tr>
<th>VALUE OF PLANNED IMPROVEMENTS</th>
<th>TERM AND PERCENT OF VALUE TO BE ABATED (YEAR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>$10,000 - $50,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

City Council reserves the right to adjust the term and percentage of abatement to the appropriate category should the taxable value of proposed improvements, as determined by the Chief Appraiser of the Cherokee County Appraisal District, vary from the original estimated value to the extent that the original category selected for the term and percentage of abatement is no longer applicable.

J. **Taxability.** From the execution of the Agreement to the end of the Agreement period, taxes shall be payable as follows:

1. The value of ineligible property as provided in Section 1 O shall be fully taxable;
2. The base year value of existing eligible property as determined each year shall be fully taxable;

3. The additional value of new eligible property shall be fully taxable at the end of the abatement period.

K. Conflict of interest. Property that is in the Reinvestment Zone and that is owned or leased by a member of the governing body of the City of Rusk or its political subdivisions shall be excluded from the property tax abatement.

Section 3. Application

A. Any present or potential owner of taxable property in the City of Rusk may request the creation of a Reinvestment Zone and property tax abatement by filing a written application with the City Manager. An application for tax abatement must be filed prior to the commencement of any construction, alteration, or installation of any improvements for which tax abatement is being requested. The applicant shall at no time acquire any rights, privileges or authority, either monetary or otherwise, by reason of filing any application, or providing any documentation in conjunction with an application filed herein. The City of Rusk is under no obligation to provide any abatement to any applicant even if certain criteria are met. The City of Rusk reserves the right to reject any application.

B. As part of the application process the following shall be provided:

1. Completed application form;
2. Vicinity map along with a legal description of the property; and
3. Such financial and other information as deemed appropriate by the City for purposes of evaluation the application.

Section 4. Action by City Council on application

A. The City Council shall, within a reasonable time after completion of the review of all documents submitted by the applicant, and such other investigation and inquiry as shall be deemed appropriate and upon receipt of a report and recommendation from the City Manager, by Resolution exercise its absolute discretion, and either administratively approve or disapprove the application for tax abatement. The City shall notify the applicant of its decision to administratively approve or disapprove the application.

B. Action by City Council to administratively approve the application does not constitute authorization to execute an Agreement (Contract) with the applicant. It does constitute authorization to begin the process of creating a Reinvestment Zone and drafting of a proposed Agreement.

Section 5. Creation of a Reinvestment Zone
A. Prior to the adoption of an Ordinance designating a Reinvestment Zone, the City shall through public hearing afford the applicant, designated representatives of any affected jurisdiction, and the general public opportunity to show cause why the abatement should or should not be granted.

1. The presiding officers of the affected jurisdictions shall in writing be notified of the public hearing no later than the seventh (7th) day prior to the date of the public hearing.

2. A notice of public hearing for the creation of a Reinvestment Zone shall be published in a newspaper of general circulation within the taxing jurisdiction no later than the seventh (7th) day prior to the date of the public hearing.

Section 6. Tax Abatement Agreement.

A. After approval of the application for tax abatement, and adoption of an Ordinance creating a Reinvestment Zone, the City will pass a Resolution authorizing the execution of an Agreement.

1. No later than the seventh (7th) day prior to taking action to authorize execution of an Agreement, the City shall notify in writing the presiding officers of each of the other taxing jurisdictions within which the property is located of its intention to enter into an Agreement.

The Agreement shall include among other provisions the following:

1. The estimated value to be abated and the base year value;

2. The percentage of value to be abated each year and the number of years abatement will be granted as provided in Section 2.1;

3. The commencement and termination dates of abatement;

4. The commencement and completion dates of proposed improvements;

5. Size of investment and average number of jobs to be created;

6. Right of City employees and/or designated representatives during the term of the Agreement to access to the Reinvestment Zone for the purpose of determining if terms and conditions of the Agreement are being met. Such inspections shall be in accordance with the provisions of Section 7 D;

7. The responsibility of the recipient of tax abatement to file appropriate documents with the Chief Appraiser of the Cherokee County Appraisal District; and

8. Contractual obligations related to the default, violation of terms or conditions, delinquent taxes, recapture, administration, and assignment.

C. Such Agreement shall be executed by the applicant in duplicate originals within a reasonable time after the same has been approved by City Council.

Section 7. Administration
A. The Chief Appraiser of Cherokee County Appraisal District will annually determine an assessment of the taxable assessed value of the recipient's property, taking into consideration the terms of the Abatement Agreement relating to such real and personal property found within the Reinvestment Zone which is subject to terms and provisions of the Agreement.

B. Each year, the recipient shall furnish the Chief Appraiser with such information as may be necessary for the abatement.

C. It shall be the exclusive duty and responsibility of the recipient to comply with all requirements of the Cherokee County Appraisal District in order to secure and continue to receive the benefit of any approved Agreement. Failure to do so shall not be deemed the fault of the City of Rusk or any of its officers and employees.

D. Employees and/or designated representatives, of the City during the term of the Agreement shall have the right of access to, the Reinvestment Zone, facilities contained therein, and records related to real and personal property investments and employment, in order to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice, and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the recipient present, and in accordance with the recipient's safety standards.

The recipient shall prepare at the request of the City, and on a frequency as stipulated by the City, reports as to the progress and status of all contemplated improvements, and upon completion of the anticipated improvements a final report shall be provided to the City, providing as a minimum the following information:

1. A description of the improvements provided for in the Agreement, and the improvements actually completed;

2. The date of commencement of improvements, significant progress dates, and actual or anticipated completion date;

3. Investments made, including purpose, size, and date; and

4. A disclosure and description of any and all changes, restructuring, or modifications that were made in the contemplated improvements.

F. Any required reporting by the recipient be in a form approved by the City, or on a form/forms as provided by the City if the City so elects to provide;

G. Upon completion of anticipated improvements, a designated representative of the City shall annually evaluate each facility receiving abatement to insure compliance with the Agreement, and a formal report shall be made to the City Council regarding the findings of each evaluation.

H. The recipient shall certify annually as to compliance with the terms and conditions of the Agreement.
I. The City shall file reports required of the City by State Law. Such reports being filed with the appropriate agency.

Section 8. Assignment

A. The rights granted under an Agreement may be transferred and assigned by the holder to a new owner or lessee of the same facility, or proposed facility only upon the approval by Resolution of the City Council, and the execution of an Assignment Agreement between the City and the new owner or lessee. Such assignment shall be at the sole discretion of the City, and subject to the following conditions;

1. Financial capacity of the assignee; and

2. Contemplated facility use, and proposed and/or completed improvements being as stated in the Agreement; and

3. No outstanding taxes or other debts are owed to any governmental entity by the parties to the Agreement or the proposed Assignment Agreement; and

4. Approval of an Assignment Agreement shall not be unreasonably withheld.

Section 9. Default and Recapture

A. Cause. The Agreement may be terminated by the City Council for the following causes which shall be considered a default of the Agreement:

1. Recipient allows the ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the requirements of law for their protest and/or cure; or

2. Recipient violates any of the terms and conditions of the Agreement, and fails to cure during the cure period described in this Section.

B. Procedure. Should the City determine that the recipient is in probably default of the Agreement, the following shall occur:

1. A Notice of Probable Default shall be delivered in writing to the recipient of tax abatement. Such notice shall identify the probable cause/causes for default, and afford the recipient an opportunity to request a hearing before City Council, who shall finally decide if a default has occurred.

2. If no request for hearing is made within ten (10) days of receipt of the Notice of Probable Default, the City Council may confirm the existence of default.

3. If default is determined either by hearing, or failure of recipient to request a hearing, the City shall deliver in writing to the recipient of tax abatement a Notice of Default.
4. The recipient shall, within thirty (30) days of receipt of the Notice of Default, cure the cause/causes for default. Failure to do so will be cause for the City to terminate the Agreement without further notice.

5. The Agreement shall be terminated by an Ordinance duly passed and adopted by City Council.

C. Recapture

1. Should the Agreement be terminated, all taxes previously abated prior to the termination shall be due and payable to the City within thirty (30) days.

2. Should the recipient discontinue operations of improvements as stated in the application for abatement, or the Agreement, for reasons excepting fire, explosion or other disaster, for a period of one year during the abatement period, then the Agreement shall be terminated, and all taxes abated prior to the termination for the Agreement shall be due and payable to the City within thirty (30) days.

Section 10. Concurrent Abatements

During the term of the Agreement, the Recipient is eligible to apply for additional abatements on proposed improvements subsequent to the original Agreement. Such additional applications and considerations shall be in accord with the provisions contained herein.

Section 11. Confidentiality

The City will make every effort within the laws of the State of Texas to maintain confidentiality of information related to an application for abatement, and the granting or rejection of abatement.

A. Information that is provided to the City in connection with an application for abatement and that describes the specific processes, or business activities to be conducted the equipment or other property to be located on the property for which tax abatement is sought is confidential, and not subject to public disclosure until the Agreement is executed. Any information remaining in the custody of the City after the Agreement is executed is no longer confidential.

B. The City may hold closed meetings to discuss or deliberate commercial or financial information it has received from a business prospect that the City seeks to have locate, stay, or expand in or near its jurisdiction.

C. The City may hold closed meetings to discuss or deliberate the offer of a financial or other incentive to a business prospect the City seeks to have locate, stay, or expand in or near its jurisdiction.

Upon execution of an Agreement, information about financial or other incentive being offered to a business prospect is no longer confidential, and subject to public disclosure.
Section 12. Severability

In the event any section, clause, sentence, paragraph, or any part of these Guidelines and Criteria shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of these Guidelines and Criteria.

Section 13. Discretion of the City

The adoption of these Guidelines and Criteria by the City does not:

A. Limit the discretion of the City Council to decide whether to enter into a specific Agreement which absolute right of discretion the City Council reserves unto itself whether or not such discretion may be deemed arbitrary, or with basis in fact; or

   Limit the discretion of the City Council to delegate to its employees or assigns the authority to determine whether or not the City Council should consider a particular application or request for tax abatement; or

B. Create any property, contract, or other legal rights in any person or entity to have the City Council consider or grant a specific application or request for tax abatement.
APPLICATION FOR PROPERTY TAX ABATEMENT
with
THE CITY OF RUSK, TEXAS

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the City of Rusk, hereinafter referred to as "CITY", this applicant for approval of a tax abatement agreement under the provisions of the City of Rusk’s Ordinance No. 2018-004 Tax Abatement Policy.

As part of this application, APPLICANT represents to the CITY the following:

A. APPLICANT has received a copy of City of Rusk Ordinance No. 2018-004 Tax Abatement Policy, as finally passed and approved by the CITY on the 14th day of June, 2018 and has read the provisions thereof. APPLICANT acknowledges to CITY that in making this application APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation have been answered by authorized representatives of the CITY prior to the submission of this application.

APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of the CITY, its servants, agents, employees, and/or elected or appointed officers.

C. By signing this document, "Application for Tax Abatement", either in an individual capacity or representative capacity, APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that the CITY may rely thereon as if the same has been signed by APPLICANT or Applicant’s agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgments. APPLICANT further acknowledges and understands that any materially false statements of fact may be considered a violation of the criminal laws of the State of Texas.

D. If APPLICANT is a corporate entity, APPLICANT swears and affirms that all applicable franchise taxes or other taxes paid for the privilege of conducting business have been fully paid and that the APPLICANT is fully authorized to transact business in the State of Texas, and in the state of incorporation if different from the State of Texas. In addition, APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time.
APPLICATION INFORMATION

1. The present and/or proposed name of the business entity seeking tax abatement.
(Please provide documentation indicating the full name, as it appears either on the
corporate charter, partnership agreement, assumed name certificate, or other
documents which establish the legal name under which business is conducted).

Business Entity Name

2. BUSINESS LOCATIONS:

Location in the City of Rusk for which tax abatement is being requested.

Street Address ________________________________

Other locations within or outside the City of Rusk for the above named company

Street Address ________________________________
City

Other companies and locations owned and/or operated by the APPLICANT

Company Name ________________________________
Street Address ________________________________
City

Company Name ________________________________
Street Address ________________________________
City

3. Please attach a separate document providing a legal description of the property upon
which the contemplated improvements will be located.

4. Please attach a vicinity map locating the property within the City of Rusk.

5. Number of years company seeking tax abatement has been in operation

6. Person or persons who may be contacted for additional information relative to this
application:

Name ________________________________
Address ________________________________
Phone No. ________________________________

Name ________________________________
7. PROPOSED IMPROVEMENTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ESTIMATED VALUE</th>
<th>START COMPLETION DATE</th>
<th>COMPLETION DATE</th>
<th>PRODUCTIVE LIFE</th>
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</tbody>
</table>

A. Please be as detailed as possible in the description of improvements and provide any available support documentation for estimates of improvements values.

B. Please use additional pages if necessary.
8. PROJECT FINANCING:
Please describe in detail project financing, including owner equity, amount of debt, terms of debt service, name of issuer of debt, etc.

Has financing been secured?
Yes ____________ (Please attach documentation)
No
Pending? __________ With whom? __________________________

9. What is the value of existing improvements? (Please attach most recent Cherokee County Appraisal District valuation statement) Real property value (Land & buildings)
Personal property value (Equipment, inventories, etc.)

10. Amount of current annual sales tax (if applicable) generated within the City of Rusk? (Please attach three most current State Comptroller Sales Tax Reports)

11. Estimated amount (if any) of additional annual sales tax to be generated within the City of Rusk as a result of contemplated improvements?

12. Current taxable value (if any) of inventory within the City of Rusk? (Please attach Cherokee County Appraisal District valuation statement)

13. Estimated amount of additional taxable inventory within the City of Rusk to be created as a result of contemplated improvements?

14. EMPLOYMENT:
Number of current employees
Amount of current annual payroll
Will the proposed improvements involve a reduction in number if current employees?
No ____ Yes____ (How many?) ______
Number of new jobs to be created as a result of proposed improvements _______
Please categorize new jobs by number, type and pay:

_____________________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

Total amount of new annual payroll

_____________________________________________________

15. FINANCIAL INFORMATION:

A. Please provide a Complete Financial Statement (for APPLICANT COMPANY, or other owned or previously owned companies if APPLICANT COMPANY is a new venture) including the following:
   1. Balance sheet
   2. Statement of profit & loss
   3. Statement of cash flows

Please provide most recent 2 years' tax returns of APPLICANT'S COMPANY (if currently in operation) or for owner/owners of company if a new venture.

C. Please provide APPLICANT'S 3 most recent bank statements
   (Please note: The requested information is necessary for an appropriate consideration of this Application. The provided information will be treated confidentially, will not be copied, and will be returned to the applicant if applications is denied, or prior to execution of a Tax Abatement Agreement, if an abatement is granted)

VERIFICATION

I (We), the undersigned APPLICANT (S), certify that all requirements of the City of Rusk's Resolution Tax Abatement Policy have been met in relation to the application filed herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the City Council may or may not grant a tax abatement upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to the City of Rusk on this, the ________ day of ________, 20__ .

_____________________________________________________

Name of Entity Making Application

_____________________________________________________

Applicant                                          Applicant
DOCUMENTATION CHECKLIST

As a part of this "Application for Tax Abatement", the following documentation is being provided:

- Establishment of business entity name
- Legal description of subject property
- Vicinity map of subject property
- Estimates of proposed improvements values
- Documentation of approved financing
- Cherokee County Appraisal District valuation statement of existing improvements
- Three most current State Comptroller sales tax reports
- Cherokee County and/or Central Appraisal District valuation statement of inventories
- Complete Financial Statement
  - Balance sheet
  - Statement of profit and loss
  - Statement cash flows
- Two most recent annual tax returns
- Three most recent bank statements
- Business Plan
February 7, 2023

RB: Block No. 10 & Block No. 31
Timmons Addition
J. Hundley, A-341
City of Rusk
Cherokee County, Texas

DESCRIPTION

BEING 1.07 acres of land lying partly in BLOCK No. 10 and BLOCK No. 31 of the TIMMONS ADDITION TO THE TOWN OF RUSK IN THE JOHN HUNDLEY SURVEY, ABSTRACT No. 341, CITY OF RUSK, CHEROKEE COUNTY, TEXAS, and being all of that called 1.068 acres from Miranda Hamilton to Kyle & Alexandra Tullis on January 5, 2021 and recorded in Volume 2591, Page 498 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records, DR for Deed Records, PR for Plat Records): SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations; All coordinates are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000 per Trimble VRS Network Solutions; At the Point of Beginning (POB), the angle of convergence is 02°40'20" and the combined scale factor is 0.999958: To get geodetic bearings, rotate the bearings recited herein, clockwise, by the angle of convergence: All distances are grid and to get surface distances, divide the distances recited herein by the combined scale factor: w/cap = a plastic cap marked Affiliated Surveyors: w/Kirby cap = a plastic cap marked KIRBY 4978: SEE PLAT:

BEGINNING at a ¼" steel rod found for the West corner of said 1.068 acres at the intersection of the South line of Hill Street with the East line of U.S. Highway No. 69, same being the North corner of that 0.45 acres from Tom Mallard to State of Texas on January 7, 1932 in 154/268, DR, same having a state plane coordinate with a Northing of 10655840.273 feet and an Easting of 3907825.162 feet;

THENCE North 87º09'16" East, with the North line of said 1.068 acres and the South line of Hill Street, 276.05 feet to a point North of a bluff bank, previously marked by a ¼" iron pipe and now destroyed, for the Northeast corner of said 1.068 acres and the Northwest corner of that 0.637 acres from Alfonso Santaolaya to Juan Santaolaya on July 9, 2020 in 2558/431, OR;

THENCE South 02º36'19" East, with the East line of said 1.068 acres, at 7.98 feet pass a ¼" steel rod w/cap set on line for reference, at 180.76 feet pass a ¼" steel rod w/Kirby cap found for the Southwest corner of said 0.637 acres and the Northwest corner of that 0.894 acres from Billy & Veronica Creadle to Israel & Julia Flores on September 16, 2015 in 2220/245, OR, at 324.21 feet pass a ¼" steel rod found on the bluff bank of U.S. Highway No. 69, continuing in all 330.38 feet to a point South of said bluff bank for the South corner of said 1.068 acres, the Southwest corner of said 0.894 acres in the East line of U.S. Highway No. 69 and the East line of that 1.51 acres from R.L. Tucker to State of Texas on February 2, 1932 in 154/351, DR, same being in a curve to the right;

THENCE with the Southwest line of said 1.068 acres and the Northeast line of U.S. Highway No. 69 as follows:

Northerly along said curve to the right having a radius of 2814.79 feet, an arc length of 182.36 feet, a delta of 03º42'43", and a chord of North 43º40'05" West, 182.32 feet to a ¼" steel rod w/cap set for the end of said curve;

North 41º47'16" West, at 147.00 feet pass a 1 ½" iron pipe found on line on the West line of BLOCK No. 31 and the East line of BLOCK No. 10, same being the North corner of said 1.51 acres and the East corner of said 0.45 acres, continuing in all 247.38 feet to the PLACE OF BEGINNING, and containing within these calls, 1.07 acres of land. If this document is not signed in pale blue ink and the seal present in cramped form, it should be considered an unlicensed copy and presumed to contain altered or unauthorized material.
Exhibit A

BEING 1.068 acres of land, more or less, lying in the JOHN HINDLEYS SURVEY, ABSTRACT No. 341, Cherokee County, Texas, and approximately 1 acre being out of the Northwest corner of Block 31, TIMMONS ADDITION to the Town of Rusk, Texas, as described in deed from R.L. Tucker to T.W. Fisher and wife Ida Fisher, October 5, 1936, recorded in Volume 200, Page 247, Deed Records of Cherokee County, Texas, (hereinafter shown as volume/page DR) and remainder out of the Northeast corner of Block 10, TIMMONS ADDITION, as described in deed from Pearl Mallard et al to T.W. Fisher and wife Ida Fisher, March 15, 1937, 204/61 DR, SAID tracts collectively described as follows: Bearing based on Highway Department call:

BEGINNING at a 1/2" iron rod set at the Northwest corner of this tract and the tract in 204/61 DR, being in the East line of U.S. Highway No. 69 at a point 15.1 feet Easterly of the back of curb and South line of Hill Street (no r/w monuments found on 69, old 1-1/2" iron pipe held for r/w);

THENCE South 89 deg. 58 min. 05 sec. East, at about 63 feet across the East line of Block 10 and West line of Block 31, continuing along the South line of Hill Street, 276.09 feet to an old 1/2" iron pipe found at a fence corner for the Northeast corner of this tract and said 1 acre tract, being the northwest corner of Tract 2, described in deed from Vera Via to B.H. McVicker, M.O., January 6, 1987, recorded in Volume 1081, Page 174, Land Records of Cherokee County, Texas, (hereinafter shown as volume/page LR);

THENCE South 00 deg. 16 min. 06 sec. West, at 99.7 feet and 0.4 feet East find a 3/4" iron bolt, at 180.7 feet pass a fence corner marking the Southwest corner of the McVicker tract 2 and the Northwest corner of 1 acre described in deed from J.M. Acker to Mary Elizabeth Binson, October 19, 1984, 932/744, DR, at 327.24 feet pass an old 1/2" iron pipe at a fence corner on top of a bluff bank and continuing in all 330.26 feet to a point on side of said bluff bank, in the East line of U.S. Highway No. 69; for the Southeast corner of this tract;

THENCE in a Northwesterly direction, along the East line of U.S. 69 with a curve to the right having an arc of 188.36 feet, delta of 3 deg. 50 min. 03 sec., radius of 2814.79 feet, long chord North 40 deg. 40 min. 08 sec. West, 188.33 feet to a point for the end of curve;

THENCE North 38 deg. 53 min. West, generally 15.1 feet East of the back of curb on U.S. 69, at 141.07 feet find an old 1-1/2" iron pipe marking the Southwest corner of said 1 acre on the West line of Block 31, continuing in all 241.32 feet to the PLACE OF BEGINNING and containing within these calls 1.068 acres of land, more or less.
## MONTHLY REPORT
March-23
PART 1 OFFENSES

### POPULATION DATA

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<thead>
<tr>
<th></th>
<th>January-22</th>
<th>January-23</th>
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<tbody>
<tr>
<td>Total</td>
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<td>Annual Growth</td>
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<th>Monthly Totals</th>
<th>Previous Month's Totals</th>
<th>Amount of Change</th>
<th>Percent Increase/Decrease</th>
<th>YTD 2023</th>
<th>2023 Per 1000/capita</th>
<th>2022 TOTAL</th>
<th>2022 Per 1000/capita</th>
<th>Amount of Change</th>
<th>Percent Increase/Decrease</th>
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<td>Thefts</td>
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*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.
### TRAFFIC ACCIDENT SUMMARY

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<tr>
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<th>YEAR TO DATE</th>
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<tr>
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<td>Monthly Totals</td>
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<tr>
<td>Motor Vehicle Accidents</td>
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<td>Injury Accidents</td>
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<td>Fatality Accidents</td>
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### PATROL ACTIVITY

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<tbody>
<tr>
<td></td>
<td>Monthly Totals</td>
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<tr>
<td>Calls for Service</td>
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### CRIMINAL INVESTIGATION ACTIVITY

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<td>Cases Filed (Felony)</td>
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<td>Cases Filed (Juvenile)</td>
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### DWI AND ARRESTS

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<td>Juvenile Arrests</td>
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March 2023 City Council Report

Total number of Citations issued for the month of Mar. 2023 102
Total amount of dollars collected for the month of Mar. 2023 $36,125.14
Total amount of dollars submitted for State Fees for the month of Mar. 2023 $17,729.45
Total amount of dollars dismissed for the month of Mar. 2023 $6,610.00
Total amount of Citation balance from 10/1/22(fiscal year) until September 2023 $122,789.90
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<td>3006</td>
<td>DISREGARD STOP SIGN</td>
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<td>3103</td>
<td>DL: NO DRIVERS LICENSE</td>
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<td>3101</td>
<td>DL: DRIVING WHILE LICENSE INVALID</td>
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<td>3259</td>
<td>DL: EXPIRED OPERATORS LICENSE</td>
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<td>3263</td>
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<td>EQ: NO FRONT LICENSE PLATE</td>
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<td>MINOR - IN POSSESSION OF ALCOHOL</td>
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<td>3800B</td>
<td>MINOR - IN POSSESSION OF TOBACCO</td>
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<td>POSSESSION OF DRUG PARAPHERNALIA</td>
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<td>ROW: FAILED TO YIELD RIGHT OF WAY</td>
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<td>3686C</td>
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<td>SPEED:SPEEDING (21-25)</td>
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<td>3686E</td>
<td>SPEED:SPEEDING (26-30)</td>
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<td>3686F</td>
<td>SPEED:SPEEDING (31-35)</td>
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<td>3686G</td>
<td>SPEED:SPEEDING (36 &amp; OVER)</td>
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<tr>
<td>3031</td>
<td>UNRESTRAINED CHILD UNDER 8 YOA OR 4FT 9&quot;</td>
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Total Violations: 1
Total Citations: 102
### Payment Code Financial Report

**03/01/2023 to 03/31/2023**

**Rusk Municipal Court**

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**TOTAL PAYMENTS**: 1401

**TOTAL**: $36,125.14
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Total Warrants: 120  
Warrant Value: $41,368.00  
Total Dockets: 410  
Total Due: $122,789.90
## Permit Type Report

**Permit Date**
03/01/2023 to 03/31/2023

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**Fees Breakdown**

![Pie chart showing fees breakdown]

4/4/2023 1:53:26 PM
### Inspections - March

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