

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

Rusk Civic Center
555 Euclid Street, Rusk, Texas
Thursday, June 15, 2023– 5:30 P.M.

Ben Middlebrooks, Mayor
Martha Neely, Mayor Pro Tem, Council Place 4
Kendall Shoemaker, Council Place 1 Zack McNew, Council Place 3
Walter Session, Council Place 2 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):

Swearing in of District 1 City Council Member John S Hood
Swearing in of new police officer Brady Gould
Swearing in of new police officer James Kirkham
Swearing in of new police officer Julie Vickers
Swearing in of new police officer Leisa Geddie

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 April 2023, Summary R & E, Account Balances Report, April Bank Reconciliation and Credit Card Statements for April 2023.
- B. Minutes for April 13, 2023 May 1, 2023 Workshop and Special Meeting and May 11, 2023 City Council meeting.

6. PUBLIC HEARING(S): None

7. ACTION ITEM(S)

- A.** Discuss and consider a Resolution approving the canvass of the June 10, 2023 Special Runoff Election for District 1.
- B.** Discuss and consider Resolution for Planning and Zoning Board.
- C.** Discuss and consider Resolution for Rusk Economic Development Board.
- D.** Discuss and consider Resolution for Board of Adjustments.
- E.** Discuss and consider Resolution for Cemetery Advisory Board.
- F.** Discuss and consider the administration contract for the Street Improvements – Contract #CDV21-0459 with Traylor and Associates.
- G.** Discuss and take possible action to approve a Resolution adopting/reaffirming civil right policies and policies and procedures for citizen participation, civil rights, equal opportunity, fair housing, and limited English proficiency plan as required by the State of Texas for the City's TxCDBG grant #CDV21-0459.
- H.** Discuss and consider the engineering contract with Stephens Engineering for the Street Improvements TxCDBG No. CDV21-0459.

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

- a. Government Code Section 551.074 personnel deliberations
Annual review for City Manager, City Attorney and City Secretary.
- b. Government Code Section 551.071 litigation and certain consultation with attorney.
Cause No 2021090267 and Cause No. 2022060132 and any other related issues.

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

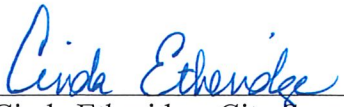
- a. To take any necessary action.

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.**

10. 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.**

11. ADJOURN

**Posted: Monday, June 12, 2023
City Hall Bulletin Board
By 4:00 P.M.**



Cinda Etheridge, City Secretary

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

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

MEMORANDUM

TO: Honorable Mayor & City Council

FROM: Amanda Hill, City Manager

SUBJECT: June 15, 2023 Council Meeting Agenda Items

DATE: June 13, 2023

There are eight action items this month, but most of them are housekeeping/administrative type things that shouldn't take long. However, we have one Councilmember and four police officers to swear in and an executive session that I suspect will be lengthy.

- A. The canvass of the June 10, 2023 runoff election will take place on Thursday morning. This resolution will be your accepting that the canvass was completed as prescribed.
- B-E. This is the annual replacement or reappointment of the P&Z, EDC, Board of Adjustments and Cemetery Boards. The Mayor will make these appointments and the Council will vote to confirm.
- F. We have finally received approval to move forward with CBDG for the paving that we were awarded a couple of years ago. This is the formal contract with Traylor and Associates for the grant administration. You approved them as the administrator in the beginning, but the contract needs approval.
- G. These are all of the required resolutions for the paving grant. They are standard and can not be amended.
- H. As in letter F, this is the official contract with the Engineer that was selected for this project, Stephens Engineering.

Analysis of Financial Data

We are 58% finished with the year. The General Fund has generated \$1,527,345 in revenue and \$2,071,247 in expenses. I have not transferred anything from the Enterprise Fund to the General Fund, as our cash balance is still good. We are doing very well in sales tax and interest income. There is \$51,000 showing outstanding on the bank reconciliation. This is the quarterly ONCOR payment. The notice they sent indicated the payment would be made the middle of May, so that is the date I put on the journal entry. The payment actually hit the bank on April 30.

The Enterprise Fund has \$2,690,399 in revenue and \$2,300,4663 in expenses. Just a reminder that the TWDD expenses show up twice until it is capitalized at the end of the year. This means that the Enterprise Fund actually only has \$1,956,440 in expenses. There are various line items that need to be cleaned up, but none that make a difference in the overall picture.

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

apackamfz ahill
 Begin Date: 04/01/2023 End Date: 04/30/2023
 From Amt:

Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
1104 Card Service Center	EDC MAR 23	04/30/23	P	55	09-51810-55-00	Travel/Training	301.00	1063	04/30/23
1104 Card Service Center	EDC MAR 23	04/30/23	P	55	09-51810-55-00	Travel/Training	68.49	1063	04/30/23
1104 Card Service Center	EDC MAR 23	04/30/23	P	55	09-51810-55-00	Travel/Training	235.00	1063	04/30/23
1104 Card Service Center	EDC MAR 23	04/30/23	P	55	09-51810-55-00	Travel/Training	33.72	1063	04/30/23
Totals for Check: 1063							638.21		
1543 Anthony Holcomb	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56924	04/18/23
Totals for Check: 56924							120.00		
1133 Carol Weaver	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56925	04/18/23
Totals for Check: 56925							120.00		
2107 Connie Parsons	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56926	04/18/23
Totals for Check: 56926							120.00		
1599 Don Vandaveer	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56927	04/18/23
Totals for Check: 56927							120.00		
1135 Doyle Rasberry	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56928	04/18/23
Totals for Check: 56928							120.00		
1136 Floyd R. Cleveland	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56929	04/18/23
Totals for Check: 56929							120.00		
1147 Jack Witte	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56930	04/18/23
Totals for Check: 56930							120.00		
1139 James E. Campbell	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56931	04/18/23
Totals for Check: 56931							120.00		
1140 John D. Banks	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56932	04/18/23
Totals for Check: 56932							120.00		
1141 Johnny Patterson	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56933	04/18/23
Totals for Check: 56933							120.00		
1233 Larry Glenn Robertson	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56934	04/18/23
Totals for Check: 56934							120.00		
1708 Letha Davis	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56935	04/18/23
Totals for Check: 56935							120.00		
1142 Marilyn Harris	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56936	04/18/23
Totals for Check: 56936							120.00		
2869 Roy Wilkinson	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00	56937	04/18/23
Totals for Check: 56937							120.00		

Begin Date: 04/01/2023 End Date: 04/30/2023

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

AP Checks For Date/Amount Range

Vendor Name	Invoice Number	Invoice Date	Inv Start	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
1146 Wayne Morgan Totals for Check: 56938	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00 120.00	56938	04/18/23
1232 William Carl Loden Totals for Check: 56939	APRIL 2023	04/15/23	P		80-51900-00	Fireman's Retirement Expense	120.00 120.00	56939	04/18/23
1801 TOWA Totals for Check: 74482	2023 CORR	04/05/23	P	12	10-51332-12	Dues - Publications	250.00 250.00	74482	04/05/23
2693 Amanda Hill Totals for Check: 74483	GFOAT	04/10/23	P	12	10-51810-12	Travel/Training	433.28 433.28	74483	04/10/23
2693 Carmen Shields Totals for Check: 74484	CARMEN SHIELDS	04/10/23	P	25	10-51810-25	Travel/Training	196.00 196.00	74484	04/10/23
2693 Christine Complain Totals for Check: 74485	CHRISTINE COMPL	04/10/23	P	25	10-51810-25	Travel/Training	463.17 463.17	74485	04/10/23
2693 Kerlan Bearden Totals for Check: 74486	BEARDEN DEVO	04/10/23	P	35	10-51310-35	Code Enforcement	2,500.00 2,500.00	74486	04/10/23
1089 Allen's Tire 1089 Allen's Tire Totals for Check: 74487	373324 373355	04/10/23 04/10/23	P P	40 40	10-53570-40 10-53560-40	R/M - Veh Exp - Tires R/M - Veh Exp	371.86 115.00 482.86	74487 74487	04/11/23 04/11/23
2334 Amanda Session Totals for Check: 74488	03-28-2023	04/10/23	P		10-49487-00	Civic Center Revenue	150.00 150.00	74488	04/11/23
1051 Anita L. WoodLee Totals for Check: 74489	618608	04/10/23	P	10	10-54360-10	Prof Fees - Accting & Auditing	2,500.00 2,500.00	74489	04/11/23
1839 Ben Middlebrooks Totals for Check: 74490	APRIL 2023	04/01/23	P	11	10-50100-11	Salary	75.00 75.00	74490	04/11/23
1128 Cardinal Tracking 1128 Cardinal Tracking Totals for Check: 74491	79899 79934	04/10/23 04/10/23	P P	20 20	10-51316-20 10-53520-20	Computer Software R/M - Computer	995.00 5,581.48 6,576.48	74491 74491	04/11/23 04/11/23
2870 Cemetery Preservation Supply Totals for Check: 74492	525	04/10/23	P		24-54309-00-00	Monument Cleaning Expense	374.40 374.40	74492	04/11/23
1893 Charles Steven Cox Totals for Check: 74493	779073	04/10/23	P		24-54308-00-00	Cemetery Contract	1,999.00 1,999.00	74493	04/11/23
1107 Cherokee County Electric Coop Totals for Check: 74494	FEB 2023	04/10/23	P	20	20-55200-20	Utilities - Electricity	2,050.74 2,050.74	74494	04/11/23

To Amt: 99,999,999.99

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Inv Date	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
1116	Cherokeean Herald	14543	04/10/23	P	11	10-51300-11	Advertising	136.88	74495	04/11/23
Totals for Check: 74495										
2376	CORE & MAIN	5539509	04/10/23	P	22	20-53572-22	RWM - Water Mains	1,334.71	74496	04/11/23
Totals for Check: 74496										
1004	D & S HALBERT ENTERPRISES LLC	U0080013600010A	03/29/23	P		20-21128-00	UB Refunds Payable	27.88	74497	04/11/23
Totals for Check: 74497										
2147	Dataprose	DP2301063	04/10/23	P	21	20-51640-21	Postage	1,042.47	74498	04/11/23
Totals for Check: 74498										
1082	DPC Industries, Inc.	7970008023	04/10/23	P	22	20-52605-22	Chemicals	1,868.72	74499	04/11/23
1082	DPC Industries, Inc.	79700080323	04/10/23	P	22	20-52605-22	Chemicals	467.18	74499	04/11/23
1082	DPC Industries, Inc.	79700080423	04/10/23	P	22	20-52605-22	Chemicals	467.18	74499	04/11/23
1082	DPC Industries, Inc.	79700080523	04/10/23	P	22	20-52605-22	Chemicals	467.18	74499	04/11/23
1082	DPC Industries, Inc.	79700080623	04/10/23	P	22	20-52605-22	Chemicals	233.60	74499	04/11/23
Totals for Check: 74499										
1235	East Texas Council of Governme	2023	04/10/23	P	11	10-51330-11	Dues - Association	850.00	74500	04/11/23
Totals for Check: 74500										
2221	Eastex Net	10004640727	04/10/23	P	10	10-55270-10	Utilities - Telephone and Inte	2,763.62	74501	04/11/23
2221	Eastex Net	10004640909	04/10/23	P	20	20-55270-20	Utilities - Telephone and Inte	228.10	74501	04/11/23
Totals for Check: 74501										
1080	Elliott Electric Supply	15-23591-01	04/10/23	P	50	10-53508-50	RWM - Building/Grounds	46.02	74502	04/11/23
1080	Elliott Electric Supply	15-23593-01	04/10/23	P	40	10-53508-40	RWM - Building/Grounds	68.80	74502	04/11/23
Totals for Check: 74502										
1078	ETMC-BYS	MARCH 23	04/10/23	P	20	20-51998-20	Ambulance Expense	3,048.00	74503	04/11/23
Totals for Check: 74503										
2871	Gundra Skimmer	04-03-2023	04/10/23	P		10-49487-00	Civic Center Revenue	150.00	74504	04/11/23
Totals for Check: 74504										
1004	HALBERT, STEPHEN R	U0090006300009A	03/29/23	P		20-21128-00	UB Refunds Payable	67.53	74505	04/11/23
Totals for Check: 74505										
1004	HAMILTON, SEAN THOMAS	U0070004800004A	03/29/23	P		20-21128-00	UB Refunds Payable	21.59	74506	04/11/23
Totals for Check: 74506										
1741	HD Supply Facilities Maintenance	9210913572	04/11/23	P	50	10-53508-50	RWM - Building/Grounds	335.72	74507	04/11/23
Totals for Check: 74507										
2717	iborq	04-10-2023	04/10/23	P	10	10-51316-10	Computer Software	1,625.00	74508	04/11/23
Totals for Check: 74508										

Begin Date: 04/01/2023 End Date: 04/30/2023

From Amt:

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

Vendor Name	Invoice Number	Invoice Date	Inv Dept	Account Number	Description	Line Item Value	Check Number	Check Date
1174 Jacksonville Daily Progress Totals for Check: 74509	04/10/2023	04/10/23	P	II 10-51300-II	Advertising	107.88 107.88	74509	04/11/23
1245 JDS Networking Totals for Check: 74510	51092	04/10/23	P	20-51316-20	Computer Software	750.00 750.00	74510	04/11/23
1404 Johnson Lab & Supply Inc Totals for Check: 74511	259702-000	04/10/23	P	20-55572-22	R&M - Meter Mains	88.54 88.54	74511	04/11/23
1418 Lehman's Pipe & Steel, Inc Totals for Check: 74512	4503040	04/10/23	P	24-54309-00-00	Monument Cleaning Expense	593.68 593.68	74512	04/11/23
1004 LSE RUSK, LLC Totals for Check: 74513	U0050006150006A	03/29/23	P	20-21128-00	UB Refunds Payable	16.98 16.98	74513	04/11/23
1004 LUSK, WILLIAM E Totals for Check: 74514	U008000480003A	03/29/23	P	20-21128-00	UB Refunds Payable	39.62 39.62	74514	04/11/23
1177 Neches & Trinity Valleys Groun QTR I 2023 Totals for Check: 74515	QTR I 2023	04/10/23	P	20-51354-22	Permits/State Fees	1,935.60 1,935.60	74515	04/11/23
1159 Omnibase Services of Texas Totals for Check: 74516	15T QTR 2023	04/10/23	P	10-54364-25	Legal Fees	490.65 490.65	74516	04/11/23
1004 PERKINS, LAURA CATHERINE Totals for Check: 74517	U0050009600003A	03/29/23	P	20-21128-00	UB Refunds Payable	76.41 76.41	74517	04/11/23
1103 Republic Services 1103 Republic Services 1103 Republic Services Totals for Check: 74518	0070003295533 0070003295534 0070003297090	04/10/23 04/10/23 04/10/23	P P P	20-51999-20 20-51999-20 20-51999-20	Garbage Expense Garbage Expense Garbage Expense	56,738.08 549.92 4,470.98 61,758.98	74518 74518 74518	04/11/23 04/11/23 04/11/23
1004 RODGERS, DEVIN TAYLOR Totals for Check: 74519	U0090018150002A	03/29/23	P	20-21128-00	UB Refunds Payable	75.00 75.00	74519	04/11/23
1004 SANDS PROPERTIES Totals for Check: 74520	U0090013360001A	03/29/23	P	20-21128-00	UB Refunds Payable	15.12 15.12	74520	04/11/23
1031 Schaumburg & Polk, Inc. Totals for Check: 74521	0000929114.0018	04/10/23	P	20-56490-00	Capital Outlay - 2020 TMDB Bon	8,438.78 8,438.78	74521	04/11/23
1057 Southland Ag & Outdoors 1057 Southland Ag & Outdoors Totals for Check: 74522	53478 53479	04/10/23 04/10/23	P P	20-53548-23 20-53548-23	R&M - Sewer Mains R&M - Sewer Mains	59.99 07.99 67.98	74522 74522	04/11/23 04/11/23
1040 State Comptroller Totals for Check: 74523	IQ 23 FINES/FEE	04/05/23	P	10-21122-00	STATE FEES PAYABLE	31,948.80 31,948.80	74523	04/11/23

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
1004	STOVALL, ROBERT BRUCE	U00800013100001A	03/29/23	P		20-21128-00	UB Refunds Payable	35.70	74524	04/11/23
Totals for Check: 74524										
1050	Texas Municipal Retirement Sys	PR00997	090	04/03/23	P	10-21116-00	Retirement Liability	11,338.30	74525	04/11/23
1050	Texas Municipal Retirement Sys	PR00997	090	04/03/23	P	20-21116-00	Retirement Liability	2,975.21	74525	04/11/23
1050	Texas Municipal Retirement Sys	PR00997	090	04/03/23	P	10-21116-00	Retirement Liability	12,056.42	74525	04/11/23
1050	Texas Municipal Retirement Sys	PR00997	090	04/03/23	P	20-21116-00	Retirement Liability	3,163.65	74525	04/11/23
Totals for Check: 74525										
1796	The Library Store, Inc.	624803	04/10/23	P	45	10-52635-45	Office Supplies	40.56	74526	04/11/23
1796	The Library Store, Inc.	625276	04/10/23	P	45	10-52635-45	Office Supplies	61.69	74526	04/11/23
Totals for Check: 74526										
1016	TML Intergovernmental Risk Poo	15T QRT 2023	04/10/23	P	10	10-51344-10	Insurance - Prop/Casualty/MC	35,723.25	74527	04/11/23
Totals for Check: 74527										
2872	Trudeau Tree Service	726	04/10/23	P	40	10-53554-40	RSM - Street/Alleyways	1,850.00	74528	04/11/23
Totals for Check: 74528										
1004	TRAWICK II, DAVID WAYNE	U0020010700016A	03/29/23	P		20-21128-00	UB Refunds Payable	20.68	74529	04/11/23
Totals for Check: 74529										
1004	VALDEZ, ELIZABETH	U0020015000005A	03/29/23	P		20-21128-00	UB Refunds Payable	33.80	74530	04/11/23
Totals for Check: 74530										
1069	Voluntary Beautify Risk	MARCH 2023	04/10/23	P		20-21126-00	KRB Donation	127.00	74531	04/11/23
Totals for Check: 74531										
1093	Voyager Fleet Systems, Inc.	8692019212312	04/03/23	P	30	10-53566-30	RSM - Veh Exp - Fuel	775.47	74532	04/11/23
1093	Voyager Fleet Systems, Inc.	8692019212312	04/03/23	P	20	10-53566-20	RSM - Veh Exp - Fuel	1,914.37	74532	04/11/23
1093	Voyager Fleet Systems, Inc.	8692019212312	04/03/23	P	35	10-53566-35	RSM - Veh Exp - Fuel	426.09	74532	04/11/23
1093	Voyager Fleet Systems, Inc.	8692019212312	04/03/23	P	40	10-53566-40	RSM - Veh Exp - Fuel	872.35	74532	04/11/23
1093	Voyager Fleet Systems, Inc.	8692019212312	04/03/23	P	22	20-53566-22	RSM - Veh Exp - Fuel	1,675.24	74532	04/11/23
1093	Voyager Fleet Systems, Inc.	8692019212312	04/03/23	P	23	20-53566-23	RSM - Veh Exp - Fuel	174.67	74532	04/11/23
Totals for Check: 74532										
1004	WALLEY, CHRISTOPHER MARK	U0030002000004A	03/29/23	P		20-21128-00	UB Refunds Payable	03.37	74533	04/11/23
Totals for Check: 74533										
1004	WHITEHEAD, LADARELL D	U00800014100002A	03/29/23	P		20-21128-00	UB Refunds Payable	28.52	74534	04/11/23
Totals for Check: 74534										
1004	WILLIAMS, ANTHONY PAUL	U0030015400003A	03/29/23	P		20-21128-00	UB Refunds Payable	13.23	74535	04/11/23
Totals for Check: 74535										
2693	Jared Cummins	CUMMINS PER DIA	04/11/23	P	22	20-51810-22	Travel/Training	90.25	74536	04/11/23
Totals for Check: 74536										

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

From Amt: 04/01/2023 End Date: 04/30/2023

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
1089	AlLen's Tire	375388	04/17/23	P	20	10-53570-20	R&M - Veh Exp - Tires	15.00	74537	04/18/23
Totals for Check: 74537										
1128	Cardinal Tracking	131768	04/17/23	P	20	10-51316-20	Computer Software	10,086.16	74538	04/18/23
1128	Cardinal Tracking	131767	04/17/23	P	20	10-51316-20	Computer Software	2,855.70	74538	04/18/23
Totals for Check: 74538										
1100	CenterPoint Energy	APRIL 23 414N	04/18/23	P	20	20-55250-20	Utilities - Natural Gas	50.05	74539	04/18/23
1100	CenterPoint Energy	APRIL 203	04/18/23	P	20	20-55250-20	Utilities - Natural Gas	97.91	74539	04/18/23
1100	CenterPoint Energy	APRIL 2023	04/18/23	P	20	20-55250-20	Utilities - Natural Gas	66.84	74539	04/18/23
1100	CenterPoint Energy	APRIL 2023 SUB	04/18/23	P	20	20-55250-20	Utilities - Natural Gas	92.01	74539	04/18/23
1100	CenterPoint Energy	APRIL 23 JIN	04/18/23	P	20	20-55250-20	Utilities - Natural Gas	43.14	74539	04/18/23
1100	CenterPoint Energy	APRIL 23 5TH	04/18/23	P	20	20-55250-20	Utilities - Natural Gas	47.74	74539	04/18/23
1100	CenterPoint Energy	APRIL 23 FIRE	04/18/23	P	20	20-55250-20	Utilities - Natural Gas	105.46	74539	04/18/23
1100	CenterPoint Energy	APRIL 23 HALL	04/18/23	P	20	20-55250-20	Utilities - Natural Gas	60.12	74539	04/18/23
1100	CenterPoint Energy	APRIL 2023 LIB	04/18/23	P	20	20-55250-20	Utilities - Natural Gas	103.18	74539	04/18/23
Totals for Check: 74539										
1216	Cherokee Warehouse	48882	04/17/23	P	50	10-53522-50	R&M - Conley Park	11.00	74540	04/18/23
1216	Cherokee Warehouse	48882	04/17/23	P	40	10-53506-40	R&M - Bridge/Culvert	40.00	74540	04/18/23
1216	Cherokee Warehouse	48882	04/17/23	P	40	10-53506-40	R&M - Bridge/Culvert	655.00	74540	04/18/23
1216	Cherokee Warehouse	48882	04/17/23	P	40	10-52600-40	Animal Food	36.00	74540	04/18/23
1216	Cherokee Warehouse	48882	04/17/23	P	22	20-53578-22	Wells	19.50	74540	04/18/23
1216	Cherokee Warehouse	48882	04/17/23	P	23	20-53586-23	R&M - WWTP	35.00	74540	04/18/23
1216	Cherokee Warehouse	48882	04/17/23	P	50	10-53530-50	R&M - Equipment	48.30	74540	04/18/23
1216	Cherokee Warehouse	48882	04/17/23	P	40	10-52600-40	Animal Food	68.00	74540	04/18/23
Totals for Check: 74540										
1578	Clifford Power	SVC0145989	04/17/23	P	22	20-53578-22	Wells	1,456.20	74541	04/18/23
1578	Clifford Power	SVC0146004	04/17/23	P	22	20-53578-22	Wells	2,948.10	74541	04/18/23
Totals for Check: 74541										
2203	Collier Truck Tire	13410	04/17/23	P	30	10-53570-30	R&M - Veh Exp - Tires	1,435.00	74542	04/18/23
2203	Collier Truck Tire	083334	04/17/23	P	30	10-53570-30	R&M - Veh Exp - Tires	1,125.00	74542	04/18/23
Totals for Check: 74542										
1874	Constellation New Energy, Inc.	411202387DC845	04/18/23	P	20	20-55200-20	Utilities - Electricity	34,553.44	74543	04/18/23
Totals for Check: 74543										
2376	CORE & MAIN	S573499	04/17/23	P	22	20-53572-22	R&M - Water Mains	1,194.30	74544	04/18/23
2376	CORE & MAIN	S580216	04/17/23	P	22	20-53572-22	R&M - Water Mains	68.07	74544	04/18/23
2376	CORE & MAIN	S606875	04/17/23	P	23	20-53548-23	R&M - Sewer Mains	744.24	74544	04/18/23
Totals for Check: 74544										
2072	Data Flow Systems, Inc.	95373	04/17/23	P	22	20-53578-22	Wells	610.46	74545	04/18/23
Totals for Check: 74545										

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Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
2723 Driver Pool Service	594	04/17/23	P	50	10-54322-50	Recreation Services	800.00	74546	04/18/23
Totals for Check: 74546							800.00		
1813 East Texas Concrete Co.	1307	04/18/23	P	40	10-53550-40	R&M - Sidewalk/Curb	750.00	74547	04/18/23
Totals for Check: 74547							750.00		
1073 Gray's Automotive Center	18132	04/17/23	P	20	10-53560-20	R&M - Veh Exp	87.90	74548	04/18/23
1073 Gray's Automotive Center	18151	04/17/23	P	20	10-53570-20	R&M - Veh Exp - Tires	15.00	74548	04/18/23
Totals for Check: 74548							102.90		
1074 GT Distributors, Inc.	IM0947417	04/18/23	P	20	10-51815-20	Ammo	1,599.50	74549	04/18/23
Totals for Check: 74549							1,599.50		
1003 Harry's Building Materials, In	MARCH 2023	04/18/23	P	22	20-53558-22	R&M - Tools	50.73	74550	04/18/23
1003 Harry's Building Materials, In	MARCH 2023	04/18/23	P	50	10-53522-50	R&M - Conley Park	13.99	74550	04/18/23
1003 Harry's Building Materials, In	MARCH 2023	04/18/23	P	50	10-53522-50	R&M - Conley Park	18.28	74550	04/18/23
1003 Harry's Building Materials, In	MARCH 2023	04/18/23	P	22	20-52750-22	Small Tools	22.99	74550	04/18/23
1003 Harry's Building Materials, In	MARCH 2023	04/18/23	P	22	20-52730-22	Supplies - General	33.18	74550	04/18/23
1003 Harry's Building Materials, In	MARCH 2023	04/18/23	P	40	10-53508-40	R&M - Building/Grounds	53.38	74550	04/18/23
1003 Harry's Building Materials, In	MARCH 2023	04/18/23	P	40	10-53506-40	R&M - Bridge/Culvert	270.97	74550	04/18/23
1003 Harry's Building Materials, In	MARCH 2023	04/18/23	P	40	10-53508-40	R&M - Building/Grounds	(33.39)	74550	04/18/23
1003 Harry's Building Materials, In	MARCH 2023	04/18/23	P	40	10-53508-40	R&M - Building/Grounds	19.20	74550	04/18/23
1003 Harry's Building Materials, In	MARCH 2023-2	04/18/23	P	40	24-54309-00-00	Monument Cleaning Expense	195.53	74550	04/18/23
Totals for Check: 74550							644.86		
2722 IMPACT PROMOTIONAL SERVICES	IM52727	04/17/23	P	20	10-51780-20	Uniforms	1,838.84	74551	04/18/23
2722 IMPACT PROMOTIONAL SERVICES	IM52855	04/17/23	P	20	10-51780-20	Uniforms	68.50	74551	04/18/23
Totals for Check: 74551							1,907.34		
1014 Isaacs Wrecker Service LLC	H020615	04/17/23	P	20	10-53560-20	R&M - Veh Exp	1,485.00	74552	04/18/23
Totals for Check: 74552							1,485.00		
2473 Law Office of Sinclair & King	5673	04/18/23	P	25	10-54364-25	Legal Fees	799.75	74553	04/18/23
2473 Law Office of Sinclair & King	5675	04/18/23	P	11	10-54364-11	Prof Fees - Legal	757.75	74553	04/18/23
Totals for Check: 74553							1,557.50		
2390 Linda Dagle	04-11-2023	04/17/23	P	10	10-49487-00	Civic Center Revenue	150.00	74554	04/18/23
Totals for Check: 74554							150.00		
1157 Lufkin Amature Works, Inc.	52470	04/18/23	P	23	20-53586-23	R&M - WIP	2,480.86	74555	04/18/23
Totals for Check: 74555							2,480.86		
1679 Matheson Tri-Gas Inc.	0027308644	04/18/23	P	22	20-53530-22	R&M - Equipment	93.00	74556	04/18/23
1679 Matheson Tri-Gas Inc.	0027308644	04/18/23	P	40	10-53530-40	R&M - Equipment	93.00	74556	04/18/23
1679 Matheson Tri-Gas Inc.	0027334059	04/18/23	P	22	20-53530-22	R&M - Equipment	27.08	74556	04/18/23
1679 Matheson Tri-Gas Inc.	0027334059	04/18/23	P	40	10-53530-40	R&M - Equipment	27.07	74556	04/18/23
1679 Matheson Tri-Gas Inc.	0027521784	04/18/23	P	22	20-53530-22	R&M - Equipment	29.58	74556	04/18/23

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Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
1679 Matheson Trl-Gas Inc.	0027521784	04/18/23	P	40	10-53530-40	R&M - Equipment	29.56	74556	04/18/23
Totals for Check: 74556							299.29		
1160 Pitney Bowes Inc.	3317310921	04/18/23	P	20	20-51640-20	Postage	191.94	74557	04/18/23
Totals for Check: 74557							191.94		
1061 Quill	105885741	04/17/23	P	20	20-52635-20	Office Supplies	143.03	74558	04/18/23
Totals for Check: 74558							143.03		
2873 SAFEBuilt	0097503-IN	04/18/23	P	35	10-51310-35	Code Enforcement	875.00	74559	04/18/23
Totals for Check: 74559							875.00		
2841 Scott Heagney	04-08-2023	04/18/23	P	20	10-51810-20	Travel/Training	85.00	74560	04/18/23
Totals for Check: 74560							85.00		
2335 Sword Farms	10091	04/18/23	P	40	10-53554-40	R&M - Street/Alleyways	2,221.38	74561	04/18/23
Totals for Check: 74561							2,221.38		
1023 Texas Child Support Disb Unit	PR00999	090 04/13/23	P		10-21131-00	A/P - Child Support Orders	1,120.31	74562	04/18/23
Totals for Check: 74562							1,120.31		
1041 TML IEBP	PR00996	090 02/28/23	P		10-21118-00	Health Ins.	11,537.43	74563	04/18/23
1041 TML IEBP	PR00996	090 02/28/23	P		20-21118-00	Health Ins.	2,728.57	74563	04/18/23
1041 TML IEBP	PR00997	090 03/16/23	P		10-21118-00	Health Ins.	12,756.02	74563	04/18/23
1041 TML IEBP	PR00997	090 03/16/23	P		20-21118-00	Health Ins.	3,044.98	74563	04/18/23
Totals for Check: 74563							30,067.00		
2820 Traneisha Number	04-11-23	04/17/23	P		10-49487-00	Civic Center Revenue	150.00	74564	04/18/23
Totals for Check: 74564							150.00		
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	40	10-53554-40	R&M - Street/Alleyways	13.02	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	23	20-53586-23	R&M - WTP	61.64	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	23	20-53530-23	R&M - Equipment	43.84	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	23	20-51780-23	Uniforms	17.39	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	10	10-53508-10	Uniforms	17.39	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	10	10-53560-10	R&M - Building/Grounds	51.08	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	22	20-53560-22	R&M - Veh Exp	11.25	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	22	20-52750-22	Small Tools	07.03	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	22	20-53530-22	R&M - Equipment	124.25	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	10	10-53508-10	R&M - Building/Grounds	180.16	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	22	20-53560-22	R&M - Veh Exp	164.22	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	22	20-53560-22	R&M - Veh Exp	00.98	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	22	20-53560-22	R&M - Veh Exp	05.08	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	20	10-53560-20	R&M - Veh Exp	16.38	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	40	10-53558-40	R&M - Tools	111.27	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	20	10-53560-20	R&M - Veh Exp	07.22	74565	04/18/23
1060 Tri State Enterprises Inc.	MARCH 2023	04/18/23	P	22	20-53530-22	R&M - Equipment	55.66	74565	04/18/23

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Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
1060 Trl State Enterprises Inc.	MARCH 2023	04/18/23	P	50	10-53530-50	R&M - Equipment	43.99	74565	04/18/23
1060 Trl State Enterprises Inc.	MARCH 2023	04/18/23	P	50	10-53530-50	R&M - Equipment	22.48	74565	04/18/23
1060 Trl State Enterprises Inc.	MARCH 2023	04/18/23	P	50	10-53530-50	R&M - Equipment	51.64	74565	04/18/23
1060 Trl State Enterprises Inc.	MARCH 2023	04/18/23	P	50	10-53530-50	R&M - Equipment	59.59	74565	04/18/23
1060 Trl State Enterprises Inc.	MARCH 2023	04/18/23	P	20	10-53560-20	R&M - Veh Exp	579.64	74565	04/18/23
1060 Trl State Enterprises Inc.	MARCH 2023	04/18/23	P	22	20-52750-22	Small Tools	03.50	74565	04/18/23
1060 Trl State Enterprises Inc.	MARCH 2023	04/18/23	P	22	20-53560-22	R&M - Veh Exp	17.44	74565	04/18/23
1060 Trl State Enterprises Inc.	MARCH 2023	04/18/23	P	22	20-53560-22	R&M - Veh Exp	05.39	74565	04/18/23
1060 Trl State Enterprises Inc.	MARCH 2023	04/18/23	P	23	20-53530-23	R&M - Equipment	05.69	74565	04/18/23
1060 Trl State Enterprises Inc.	MARCH 2023	04/18/23	P	23	20-51780-23	Uniforms	17.39	74565	04/18/23
1060 Trl State Enterprises Inc.	MARCH 2023	04/18/23	P	30	10-56440-30	Capital Outlays - Equipment an	600.00	74565	04/18/23
1060 Trl State Enterprises Inc.	MARCH 2023	04/18/23	P	30	10-53568-30	R&M - Veh Exp - Oil Change	53.77	74565	04/18/23
1060 Trl State Enterprises Inc.	MARCH 2023-2	04/18/23	P	30	10-53568-30	Monument Cleaning Expense	22.34	74565	04/18/23
Totals for Check: 74565							2,370.72		
2862 Tyler Police Department	2300014	04/18/23	P	20	10-51810-20	Travel/Training	280.00	74566	04/18/23
Totals for Check: 74566							280.00		
1042 United States Treasury	PR00999	090 04/13/23	P		10-21115-00	Payroll Liability	13,939.80	74567	04/18/23
1042 United States Treasury	PR00999	090 04/13/23	P		20-21115-00	Payroll Liability	3,744.74	74567	04/18/23
Totals for Check: 74567							17,684.54		
2874 Wayne Lovett	1	04/25/23	P	23	20-51810-23	Travel/Training	1,050.00	74568	04/25/23
2874 Wayne Lovett	1	04/25/23	P	22	20-51810-22	Travel/Training	700.00	74568	04/25/23
2874 Wayne Lovett	1	04/25/23	P	40	10-51810-40	Travel/Training	350.00	74568	04/25/23
Totals for Check: 74568							2,100.00		
1103 Republic Services	MARCH 2023	04/30/23	P	20	20-51999-20	Garbage Expense	4,696.25	74569	04/30/23
Totals for Check: 74569							4,696.25		
1092 AMS, Inc.	2300270	04/30/23	P	22	20-51354-22	Permits/State Fees	1,246.00	74570	04/30/23
Totals for Check: 74570							1,246.00		
2798 Brother's Kwik Lube LLC	110257	04/30/23	P	20	10-53568-20	R&M - Veh Exp - Oil Change	59.00	74571	04/30/23
Totals for Check: 74571							59.00		
1104 Card Service Center	MAR 2023	04/30/23	P	22	20-53578-22	Wells	16.54	74572	04/30/23
1104 Card Service Center	MAR 2023	04/30/23	P	22	20-53572-22	R&M - Water Mats	340.96	74572	04/30/23
1104 Card Service Center	MAR 2023	04/30/23	P	22	20-53578-22	Wells	15.41	74572	04/30/23
1104 Card Service Center	MAR 2023	04/30/23	P	35	10-51310-35	Code Enforcement	39.00	74572	04/30/23
1104 Card Service Center	MAR 2023	04/30/23	P	35	10-51310-35	Code Enforcement	24.00	74572	04/30/23
1104 Card Service Center	MAR 2023	04/30/23	P	35	10-51310-35	Code Enforcement	02.15	74572	04/30/23
1104 Card Service Center	MAR 2023	04/30/23	P	35	10-51310-35	Code Enforcement	04.99	74572	04/30/23
1104 Card Service Center	MAR 2023	04/30/23	P	35	10-51310-35	Code Enforcement	10.00	74572	04/30/23
1104 Card Service Center	MAR 2023	04/30/23	P	35	10-51310-35	Code Enforcement	05.40	74572	04/30/23
1104 Card Service Center	MAR 2023	04/30/23	P	35	10-51310-35	Code Enforcement	00.99	74572	04/30/23
1104 Card Service Center	MAR 2023	04/30/23	P	35	10-51310-35	Code Enforcement	25.95	74572	04/30/23
Totals for Check: 74572							599.99		

City of Rusk
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Vendor Number	Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
1104	Card Service Center	MAR 2023	04/30/23	P	50	10-55508-50	R&M - Building/Grounds	39.00	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	11	10-51332-11	Dues - Publications	45.00	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	11	10-51332-11	Dues - Publications	159.80	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-51810-20	Travel/Training	(50.00)	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-51810-20	Travel/Training	(50.00)	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-51810-20	Travel/Training	(50.00)	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	10	10-53520-10	R&M - Computer	490.00	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	10	10-53520-10	R&M - Computer	150.00	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	12	10-51810-12	Travel/Training	700.00	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	12	10-51810-12	Travel/Training	150.00	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-51810-20	Travel/Training	395.00	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	11	10-52635-11	Office Supplies	238.99	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-52635-20	Office Supplies	14.55	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-52635-20	Office Supplies	08.98	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	25	10-52635-25	Office Supplies	93.21	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-52635-20	Office Supplies	36.62	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	45	10-52635-45	Office Supplies	18.32	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-52635-20	Office Supplies	08.17	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-52635-20	Office Supplies	42.98	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-52635-20	Office Supplies	21.88	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	45	10-52620-45	Janitorial Supplies	140.33	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	30	10-52730-30	Supplies - General	44.78	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-52635-20	Office Supplies	121.03	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-52635-20	Office Supplies	41.88	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	24	54309-00-00	Monument Cleaning Expense	823.51	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	45	10-56415-45	Capital Outlays - Books	(14.01)	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	45	10-58325-45	Debt Service- 2013 C.O. Issue	13.45	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	45	10-53508-45	R&M - Building/Grounds	08.00	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	45	10-56415-45	Capital Outlays - Books	779.89	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	45	10-56415-45	Capital Outlays - Books	32.96	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-51810-20	Travel/Training	395.00	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-51316-20	Computer Software	258.94	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	11	10-52635-11	Office Supplies	19.99	74572	04/30/23
1104	Card Service Center	MAR 2023	04/30/23	P	20	10-52635-20	Office Supplies	95.00	74572	04/30/23
Totals for Check: 74572								5,658.64		
1100	CenterPoint Energy	APRIL 23 CC	04/30/23	P	20	20-55250-20	Utilities - Natural Gas	64.32	74573	04/30/23
Totals for Check: 74573								64.32		
2745	Cherokee Parcel Post	5504	04/30/23	P	20	10-52635-20	Office Supplies	63.60	74574	04/30/23
Totals for Check: 74574								63.60		
2706	Complete Supply, Inc.	308468	04/30/23	P	40	10-53518-40	R&M - Civic Center	449.86	74575	04/30/23
Totals for Check: 74575								449.86		
1191	CPI Technologies	INV130586	04/30/23	P	45	10-53524-45	R&M - Copier	76.80	74576	04/30/23

.00 To Amt: 99,999,999.99

City of Rusk

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Inv Date	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
Totals for Check: 74576										
2147	Dataprose	DP2300608	04/30/23	P	21	20-51640-21	Postage	1,043.74	74577	04/30/23
Totals for Check: 74577										
1082	DPC Industries, Inc.	79700105323	04/30/23	P	23	20-52605-23	Chemicals	636.00	74578	04/30/23
1082	DPC Industries, Inc.	79700107623	04/30/23	P	22	20-52605-22	Chemicals	1,868.72	74578	04/30/23
1082	DPC Industries, Inc.	79700107823	04/30/23	P	22	20-52605-22	Chemicals	700.78	74578	04/30/23
1082	DPC Industries, Inc.	7900023723	04/30/23	P	22	20-52605-22	Chemicals	420.00	74578	04/30/23
1082	DPC Industries, Inc.	7900023723	04/30/23	P	23	20-52605-23	Chemicals	200.00	74578	04/30/23
1082	DPC Industries, Inc.	79700107723	04/30/23	P	22	20-52605-22	Chemicals	467.18	74578	04/30/23
1082	DPC Industries, Inc.	79700107923	04/30/23	P	22	20-52605-22	Chemicals	467.18	74578	04/30/23
1082	DPC Industries, Inc.	79700105223	04/30/23	P	23	20-52605-23	Chemicals	4,150.70	74578	04/30/23
Totals for Check: 74578										
2210	Frontier Communications	APRIL 6422	04/30/23	P	20	20-55270-20	Utilities - Telephone and Inte	166.07	74579	04/30/23
2210	Frontier Communications	APRIL 4828	04/30/23	P	20	20-55270-20	Utilities - Telephone and Inte	192.31	74579	04/30/23
2210	Frontier Communications	APRIL 2023	04/30/23	P	20	20-55270-20	Utilities - Telephone and Inte	168.05	74579	04/30/23
Totals for Check: 74579										
1011	Hubert Glass Oil Co.	16120	04/30/23	P	22	20-53530-22	R&M - Equipment	471.00	74580	04/30/23
1011	Hubert Glass Oil Co.	16120	04/30/23	P	40	10-53530-40	R&M - Equipment	771.00	74580	04/30/23
1011	Hubert Glass Oil Co.	16120	04/30/23	P	23	20-53566-23	R&M - Veh Exp - Fuel	300.00	74580	04/30/23
Totals for Check: 74580										
2722	IMPACT PROMOTIONAL SERVICES	INV53137	04/30/23	P	20	10-51780-20	Uniforms	1,041.53	74581	04/30/23
2722	IMPACT PROMOTIONAL SERVICES	INV53136	04/30/23	P	20	10-51780-20	Uniforms	106.24	74581	04/30/23
Totals for Check: 74581										
2864	Jeremy Farmer	04-17-2023	04/30/23	P	20	10-51810-20	Travel/Training	108.25	74582	04/30/23
2864	Jeremy Farmer	04-17-2023	04/30/23	P	20	10-53566-20	R&M - Veh Exp - Fuel	169.55	74582	04/30/23
Totals for Check: 74582										
1004	KNOTT, TRENTON	U0090017500006A	04/26/23	P		20-21128-00	UB Refunds Payable	17.78	74583	04/30/23
Totals for Check: 74583										
1248	Leo Hicks Creosoting Co., Inc	37478	04/30/23	P	50	10-53531-50	R&M - Footbridge	1,625.00	74584	04/30/23
Totals for Check: 74584										
1157	Lufkin Armature Works, Inc.	52506	04/30/23	P	23	20-53586-23	R&M - WTP	2,515.86	74585	04/30/23
Totals for Check: 74585										
2875	Maryssa Lofton	04-18-2023	04/30/23	P		10-49479-00	Library Meeting Room	50.00	74586	04/30/23
Totals for Check: 74586										
2263	Nason Couch	04-18-2023	04/30/23	P		10-49479-00	Library Meeting Room	50.00	74587	04/30/23
Totals for Check: 74587										

Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
1885 McCreary Veselka Bragg and All	268445	04/30/23	P		10-49481-00	COURT REVENUE	2,819.79	74588	04/30/23
Totals for Check: 74588							2,819.79		
1502 North Texas Pump Co.	15686	04/30/23	P	23	20-53586-23	R&M - WWP	13,779.57	74589	04/30/23
Totals for Check: 74589							13,779.57		
1004 MORTON, JERRY MICHAEL	U0030010700003A	04/26/23	P		20-21128-00	UB Refunds Payable	39.39	74590	04/30/23
Totals for Check: 74590							39.39		
2685 O'Reilly	5990-191034	04/30/23	P	40	10-53560-40	R&M - Veh Exp	154.99	74591	04/30/23
2685 O'Reilly	5990-171828	04/30/23	P	22	20-52750-22	Small Tools	11.99	74591	04/30/23
Totals for Check: 74591							166.98		
1062 Pitney Bowes Inc.	APRIL 2023	04/30/23	P	20	20-51640-20	Postage	301.50	74592	04/30/23
Totals for Check: 74592							301.50		
1160 Pitney Bowes Inc.	1022918925	04/30/23	P	21	20-51640-21	Postage	82.99	74593	04/30/23
Totals for Check: 74593							82.99		
2805 Rachel Flores	04-17-2023	04/30/23	P	20	10-51810-20	Travel/Training	804.00	74594	04/30/23
Totals for Check: 74594							804.00		
1099 Rusk EDC	APRIL 2023	04/30/23	P		10-42404-00	Taxes - Sales Tax	27,588.67	74595	04/30/23
Totals for Check: 74595							27,588.67		
1004 SANDS PROPERTIES	U0090013370001A	04/26/23	P		20-21128-00	UB Refunds Payable	22.59	74596	04/30/23
Totals for Check: 74596							22.59		
2714 Southside Bank	LOAN 2023	04/30/23	P	20	10-56425-20	Capital Outlays - Cameras	31,241.74	74597	04/30/23
Totals for Check: 74597							31,241.74		
1004 TAQUERIA MEXICO	U0070009400004A	04/26/23	P		20-21128-00	UB Refunds Payable	21.19	74598	04/30/23
Totals for Check: 74598							21.19		
1023 Texas Child Support Dish Unit	PR01000	090 04/26/23	P		10-21131-00	A/P - Child Support Orders	1,120.31	74599	04/30/23
Totals for Check: 74599							1,120.31		
1723 Texas Tank Services	3492	04/30/23	P	22	20-53574-22	R&M - Water Tanks	3,437.00	74600	04/30/23
Totals for Check: 74600							3,437.00		
1001 The C T Brannon Corporation	32588	04/30/23	P		23-56494-00	American Rescue Grant Expense	8,463.96	74601	04/30/23
Totals for Check: 74601							8,463.96		
2553 UBEO, LLC	33868482	04/30/23	P	10	10-53524-10	R&M - Copier	1,580.00	74602	04/30/23
2553 UBEO, LLC	1860112	04/30/23	P	10	10-53524-10	R&M - Copier	105.04	74602	04/30/23
Totals for Check: 74602							1,685.04		

Vendor Number	Vendor Name	Invoice Number	Invoice Date	Inv Stat	Dept No	Account Number	Description	Line Item Value	Check Number	Check Date
2257	UniFirst Holdings, Inc.	2780033529	04/30/23	P	40	10-51780-40	Uniforms	70.41	74603	04/30/23
2257	UniFirst Holdings, Inc.	2780033529	04/30/23	P	23	20-51780-23	Uniforms	31.15	74603	04/30/23
2257	UniFirst Holdings, Inc.	2780033529	04/30/23	P	22	20-51780-22	Uniforms	30.93	74603	04/30/23
2257	UniFirst Holdings, Inc.	2780034705	04/30/23	P	40	10-51780-40	Uniforms	71.55	74603	04/30/23
2257	UniFirst Holdings, Inc.	2780034705	04/30/23	P	23	20-51780-23	Uniforms	31.65	74603	04/30/23
2257	UniFirst Holdings, Inc.	2780034705	04/30/23	P	22	20-51780-22	Uniforms	31.43	74603	04/30/23
Totals for Check: 74603								267.12		
1042	United States Treasury	PR01000	090 04/26/23	P		10-21115-00	Payroll Liability	69,211.18	74604	04/30/23
1042	United States Treasury	PR01000	090 04/26/23	P		20-21115-00	Payroll Liability	3,738.40	74604	04/30/23
Totals for Check: 74604								72,949.58		
2769	Wilmington Trust	2023044-138671A	04/30/23	P		20-58335-00	2013 CO PAF	400.00	74605	04/30/23
Totals for Check: 74605								400.00		
Grand Totals:								538,623.08		

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

Fund: 9 Rusk Economic Development Corp

Period Ending: 4/2023

Description	Current Month Actual	Prior Year Month Actual	% of Ammended Budget Used	Amended CY Budget	Current YTD	Prior Year YTD
Department number: 55 REDC	638.21	6,066.00	17.468	307,000.00	53,626.00	256,733.37
Fund number: 9 Rusk Economic Development C	638.21	6,066.00	17.468	307,000.00	53,626.00	256,733.37

Period Ending: 4/2023

Description	Current Month Actual	Prior Year Month Actual	% of Ammended Budget Used	Amended CY Budget	Current YTD	Prior Year YTD
Department number: 9 I & S					14,887.25	
Department number: 10 General Government (Quasi)	43,218.15	28,105.41	52.023	350,600.00	182,393.91	196,238.06
Department number: 11 Mayor and City Council	8,373.27	9,410.62	61.488	216,847.00	133,335.51	68,352.70
Department number: 12 City Manager	17,302.60	20,171.95	58.862	208,856.00	122,936.63	105,332.23
Department number: 13 Finance Department		810.00				810.00
Department number: 15 Administration					268.94	
Department number: 20 Police	224,398.11	110,658.19	65.736	1,136,612.00	747,165.69	554,264.99
Department number: 25 Municipal Court	8,607.67	10,284.85	53.405	103,436.00	55,239.64	54,055.99
Department number: 30 Fire Department	60,336.88	48,303.20	70.669	358,422.00	253,294.07	201,824.45
Department number: 35 Community Development	14,124.55	8,848.21	52.846	177,733.00	93,925.01	54,144.86
Department number: 40 Streets	37,804.56	48,685.32	25.868	1,204,030.00	311,458.48	229,862.24
Department number: 45 Library	8,210.40	13,245.43	63.262	117,939.00	74,610.42	63,162.59
Department number: 50 Parks & Rec	2,680.49	8,289.15	39.386	41,000.00	16,148.13	24,664.52
Department number: 55 REDC	7,246.73		64.930	101,008.00	65,584.31	46.90
Fund number: 10 General Fund	432,303.41	306,812.33	51.569	4,016,483.00	2,071,247.99	1,552,759.53

PERIOD ENDING: 4/2023

Description	Current Month Actual	Prior Year Month Actual	% of Ammended Budget Used	Amended CY Budget	Current YTD	Prior Year YTD
Department number: 10 Hotel/Hotel Expenses		30,106.68	10.000	50,000.00	5,000.00	30,106.68
Fund number: 11 Hotel/Hotel Tax		30,106.68	10.000	50,000.00	5,000.00	30,106.68

PERIOD Ending: 4/2023

Description	Current Month Actual	Prior Year Month Actual	% of Ammended Budget Used	Amended CY Budget	Current YTD	Prior Year YTD
Department number: 10 I&R			7.298	2,377,858.00	173,528.75	
Department number: 20 Non-Departmental (Quasi)	104,623.88	110,811.78	28.528	2,642,700.00	753,921.92	804,832.08
Department number: 21 Billing	11,068.81	11,534.38	57.517	128,139.00	73,701.47	66,120.32
Department number: 22 Water	45,327.59	54,174.31	63.158	645,188.00	407,484.78	377,635.70
Department number: 23 Sewer	38,526.57	38,296.94	66.723	312,375.00	208,426.03	203,916.32
Fund number: 20 Water & Sewer Fund	199,546.85	214,817.41	26.482	6,106,260.00	1,617,062.95	1,452,504.42

Period Ending: 4/2023

Description	Current Month Actual	Prior Year Month Actual	% of Ammended Budget Used	Amended CY Budget	Current YTD	Prior Year YTD
Department number: 80 Streets				900,000.00		
Department number: 81 Water				500,000.00		
Department number: 82 Sewer				900,000.00		
Department number: 83 Business Park				500,000.00		
Department number: 84 Library				500,000.00		
Department number: 85 Pool and Civic Center				400,000.00		
Department number: 86 City Hall			.102	600,000.00	612.46	612.46
Department number: 87 Fire Substation				400,000.00		
Department number: 88 Police				125,000.00		
Department number: 89 Baseball & Recreation				400,000.00		
Department number: 90 Housing Subdivision				400,000.00		
Department number: 91 Downtown Improvements				100,000.00		
Department number: 92 Contingency				275,000.00		
Fund number: 40 CAPITAL PROJECTS FUND			.010	6,000,000.00	612.46	612.46

PERIOD ENDING: 4/20/23

Description	Current	Prior Year	% of Ammended	Amended	Current	Prior Year
	Month Actual	Month Actual	Budget Used	CY Budget	YTD	YTD
Department number: 9 I & S Expenses				28,765.00		
Fund number: 99 I & S Account				28,765.00		

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

Monthly Checking Account Balances

As of April 30, 2023

Account	Beginning Balance	Debits	Credits	Ending Balance
Rusk EDC	\$910,816.18	\$0.00	\$30,065.01	\$940,881.19
Payroll	\$2,402.62	(\$187,901.54)	\$188,234.88	\$2,735.96
Consolidated Cash	\$3,323,494.98	(\$707,941.57)	\$520,372.09	\$3,135,925.50
Recreation	\$112,273.11	(\$2,138.21)	\$297.64	\$110,432.54
Construction	\$2,988.40	\$0.00	\$8.05	\$2,996.45
Firemen's Retirement	\$10,397.91	(\$1,320.00)	\$27.57	\$9,105.48
Interest & Sinking	\$77,396.98	\$0.00	\$208.40	\$77,605.38
Total City Portfolio	\$4,439,770.18	(\$899,301.32)	\$739,213.64	\$4,279,682.50

April Consolidated Reconciliation

Bank reconciliation summary

As of 4/30/2023

Bank Balance **\$3,135,925.50**

Outstanding items

Checks and Wires (183,272.61)

Deposits and other credits 17,997.57

Items on Bank Statement but not on Books (51,937.82)

Subtotal **\$2,918,712.64**

Book balance **\$2,918,712.64**

Difference **\$0.00**



CITY OF RUSK
Account Number: XXXX XXXX XXXX 1344

Billing Questions:
800-367-7576

Website:
www.cardaccount.net

Send Billing Inquiries To:
Card Service Center, PO Box 569120, Dallas, TX 75356

TIB, N.A. Credit Card Account Statement
March 3, 2023 to April 2, 2023

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$3,623.22
- Payments	\$3,623.22
- Other Credits	\$214.01
+ Purchases	\$6,724.87
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$6,510.86
Account Number	XXXX XXXX XXXX 1344
Credit Limit	\$35,000.00
Available Credit	\$28,483.00
Statement Closing Date	April 2, 2023
Days in Billing Cycle	31

PAYMENT INFORMATION

New Balance:	\$6,510.86
Minimum Payment Due:	\$195.33
Payment Due Date:	April 27, 2023

Secretary ~~\$25.95~~
REDC \$638.21 - paid 4/12/23
Consolidated 5,872⁶⁵ - paid 4/12/23
March Statement

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.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
03/10	03/10	85431892500XV9506	PAYMENT - THANK YOU	\$2,929.22-

Transactions continued on next page

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



Account Number: XXXX XXXX XXXX 1344
New Balance: \$6,510.86
Minimum Payment Due: \$195.33
Payment Due Date: April 27, 2023

All payments on the account must be made at the address shown on your monthly billing statement and are considered to have been made on the date received at that address.

Amount Enclosed: \$



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



TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
03/10	03/10	85431892500XV9506	PAYMENT - THANK YOU	\$694.00-
			TOTAL XXXXXXXXXXXXXXX1344	\$3,623.22-
03/06	03/08	25247802200BZS4NJ	CHAPMAN PHARMACY RUSK TX	\$16.54 ✓
03/07	03/09	853692723WGN9NYQE	HAMILTON SUPPLY CO TYLER TX	\$340.96 ✓
03/14	03/16	25247802A00WEXEWW	CHAPMAN PHARMACY RUSK TX	\$15.41 ✓
			THOMAS THOMPSON	
			TOTAL XXXXXXXXXXXXXXX1393	\$372.91
03/04	03/05	82711161Z000EWA42	UPCODES SAN FRANCISCO CA	\$39.00 ✓
03/12	03/13	8271116270009WD4V	SAFETYCULTURE KANSAS CITY MO	\$24.00 ✓
03/14	03/14	5543286295SMQWE82	APPLE.COM/BILL 866-712-7753 CA	\$2.15 ✓
03/16	03/17	75418232B4XYXDSQH	WHITEPAGES 800-9529005 WA	\$4.99 ✓
03/17	03/19	82711162Q000KQ4NT	REGRID.COM/LOVELAND GRAND RAPIDS MI	\$10.00 ✓
03/23	03/24	55432862J5X32SQ17	APPLE.COM/BILL 866-712-7753 CA	\$5.40 ✓
03/31	04/02	55432862S5Z6M3FWR	APPLE.COM/BILL 866-712-7753 CA	\$0.99 ✓
			BRANDON SCARBOROUGH	
			TOTAL XXXXXXXXXXXXXXX1468	\$86.53
03/06	03/08	0543684228PLFK1RR	OPC*CHEROKEE CIVIL FF 903-683-4935 TX	\$20.00 ✓
03/06	03/08	0543684228PLFK1VB	OPC MSC*SERVICE FEE 02 800-487-4567 NE	\$5.95 ✓
03/11	03/12	5531020262DLT180L	AMZN MKTP US*HG4GT5980 AMZN.COM/BILL WA	\$39.00 ✓
03/15	03/16	82711162A000BTPNM	CHEROKEEANHERALD SAINT LOUIS MO	\$45.00 ✓
03/26	03/27	82305092M000QWKFT	ZOOM.US 888-799-9666 SAN JOSE CA	\$159.80 ✓
03/30	04/02	55429502VRS6NHSL9	PAYPAL *DCA360 4029357733 CA	\$490.00 ✓
03/30	04/02	55429502VRS6NH05S	PAYPAL *DCA360 4029357733 CA	\$150.00 ✓
			CINDA ETHERIDGE	
			TOTAL XXXXXXXXXXXXXXX1567	\$909.75
03/09	03/09	55432862462K46BKG	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$700.00 ✓
03/09	03/12	751207125S66KM6PA	KALAHARI RESORT - TX - ROUND ROCK TX	\$220.00 ✓
			CHECK-IN 01/01/95	
03/22	03/22	55432862H5WPEPZ46	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$150.00 ✓
03/27	03/28	55432862N5Y8TFQG6	APR*APPRIVER 850-932-5338 FL	\$258.94 ✓
			AMANDA HILL	
			TOTAL XXXXXXXXXXXXXXX1690	\$1,328.94
03/03	03/05	82305091Z000191FF	TRAVELURO HOTEL BKNG GREENWICH CT	\$301.00 ✓
03/06	03/06	555003621BMDRZG0G	LYFT *RIDE SUN 5PM 855-865-9553 CA	\$15.29 ✓
03/06	03/06	555003621BMDTZZGD	LYFT *RIDE SUN 6PM 855-865-9553 CA	\$7.94 ✓
03/07	03/08	555003623BMDMSKYF	LYFT *2 RIDES 03-06 855-865-9553 CA	\$21.81 ✓
03/08	03/09	555003624BMDP27BH	LYFT *2 RIDES 03-07 855-865-9553 CA	\$23.45 ✓
03/09	03/09	55432862462K46BR3	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$235.00 ✓
03/22	03/24	85179242JWGNDD59L	KT SEAFOOD GRILL RUSK TX	\$33.72 ✓
			CARLTON CROTHERS	
			TOTAL XXXXXXXXXXXXXXX4132	\$638.21
03/01	03/03	52704871XRL7FLP1L	STUDIO 6 #5108 97236027 CREDIT	\$50.00-
			CHECK-IN 03/01/23 FOLIO #0035984594 10-51810-20	
03/01	03/03	52704871XRL7FRK5T	STUDIO 6 #5108 97236027 CREDIT	\$50.00-
			CHECK-IN 03/01/23 FOLIO #0035997304 10-51810-20	
03/01	03/03	52704871XRL7FS9NA	STUDIO 6 #5108 97236027 CREDIT	\$50.00-
			CHECK-IN 03/01/23 FOLIO #0036002887 10-51810-20	
03/01	03/03	52704871XRL7FTFG3	STUDIO 6 #5108 97236027 CREDIT	\$50.00-
			CHECK-IN 03/01/23 FOLIO #0036000205 10-51810-20	
03/06	03/08	554203622JASVZZKE	SAFE KIDS WORLDWIDE SILVER SPRING DC	\$95.00
03/06	03/08	552073922001Y1F6B	TEXAS POLICE CHIEFS AS ELGIN TX	\$395.00 ✓
03/15	03/17	55207392B0026NW8W	TEXAS POLICE CHIEFS AS ELGIN TX	\$395.00 ✓



TRANSACTIONS (continued)

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

Tran Date	Post Date	Reference Number	Transaction Description	Amount
SCOTT HEAGNEY				
.TOTAL XXXXXXXXXXXX6372				\$685.00
03/03	03/03	55432861Y60Z2LX68	AMZN MKTP US*HD5XD77D2 AMZN.COM/BILL WA	\$238.99 ✓
03/05	03/06	5531020202E123H1Z	AMZN MKTP US*H58F24EB1 AMZN.COM/BILL WA	\$14.55 ✓
03/16	03/16	55432862B5V6DXD09	AMZN MKTP US*HG3DG4WH2 AMZN.COM/BILL WA	\$8.98 ✓
03/16	03/17	55432862B5VAJH83B	AMAZON.COM*HC3FO8Z01 AMZN.COM/BILL WA	\$93.21 ✓
03/16	03/19	55483822QATAQLSLP	SAMSLUB.COM 888-746-7726 AR	\$54.94 ✓
03/17	03/19	55310202Q2E03ZQ44	AMAZON.COM*HC7XF4740 A AMZN.COM/BILL WA	\$8.17 ✓
03/18	03/19	55432862D5VWP8DPY	AMZN MKTP US*HC41S2TG2 AMZN.COM/BILL WA	\$42.98 ✓
03/18	03/20	55483822EATAEJB6J	SAMSLUB.COM 888-746-7726 AR	\$21.88 ✓
03/21	03/23	55483822HATAH751V	SAMSLUB.COM 888-746-7726 AR	\$134.34 ✓
03/21	03/23	55483822HATAH78MS	SAMSLUB.COM 888-746-7726 AR	\$44.78 ✓
03/22	03/24	55483822JATAHTP0R	SAMSLUB.COM 888-746-7726 AR	\$41.88 ✓
03/29	03/30	55432862R5YR62MGB	AMZN MKTP US*HY86M46M0 AMZN.COM/BILL WA	\$121.03 ✓
04/02	04/02	55432862W5ZNZ2TKJ	ADOBE *800-833-6687 ADOBE.LY/ENUS CA <i>Monthly Charge</i>	\$19.99 ✓
PAM TYER				
TOTAL XXXXXXXXXXXX0529				\$845.72
03/28	03/29	05259582REHS0KFWH	AUTOMATIC PROPANE JA JACKSONVILLE TX	\$823.51 ✓
NEILL HOLCOMB				
TOTAL XXXXXXXXXXXX3028				\$823.51
03/28	03/30	05436842P8R3GDFF1	CHICAGO BOOKS & JOURNA CHICAGO I CREDIT	\$14.01- ✓
03/15	03/16	02305372B00JKZ4W	USPS PO 4878650785 RUSK TX	\$13.45 ✓
03/18	03/19	72702342DS66F2Y1Q	CRISIS CTR CHEROKEE CT JACKSONVILLE TX	\$8.00 ✓
03/21	03/22	55480772G5SB3XTD6	THE READING WAREHOUSE 8663917323 SC	\$779.89 ✓
03/22	03/23	05436842H8PLQ46BM	CHICAGO BOOKS & JOURNA CHICAGO IL	\$32.96 ✓
CHRISTINE CAMPLAIN				
TOTAL XXXXXXXXXXXX4992				\$820.29

INTEREST CHARGE CALCULATION

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	18.99% (v)	\$0.00	31	\$0.00
Cash Advances	18.99% (v)	\$0.00	31	\$0.00

(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.

CREDITING OF PAYMENTS

All payments received by 5:00 PM during the Card issuer's normal business day at the address indicated on the reverse side of this statement will be credited to your account as of the date of receipt of the payment. If payment is made at any location other than that address, credit of the payment may be delayed up to 5 days.

BILLING RIGHTS SUMMARY

What to do if You Think You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043 as soon as possible. In your letter, give us the following information: your name and account number; the dollar amount of the suspected error; and if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While we do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights if You are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

EXPLANATION OF INTEREST CHARGES

The Interest Charge shown on the front is the sum of the Interest Charges computed by applying the Periodic Rate(s) to the Average Daily Balance and adding any applicable transaction charge authorized in the Cardholder Agreement. The method for computing the balance subject to Interest Charge is an average daily balance (including new purchases) method.

We figure the interest charge on your account by applying the periodic rate(s) to the "average daily balance" of your account (including in some instances current transactions). To get the "average daily balance", we take the beginning balance of your account each day, add any new cash advances and subtract any payments or credits and any unpaid interest charges. If you paid in full the Previous Balance shown on this statement by the payment due date shown on the previous statement, we subtract from each day's beginning balance the amount of such Previous Balance included in that beginning balance and also do not add in any new purchases. Otherwise the amount of the Previous Balance is not subtracted and we add in any new purchases. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

HOW TO AVOID INTEREST CHARGES: You have until the payment due date shown on your periodic statement to repay your balance before an interest charge on purchases will be imposed.

ANNUAL FEE DISCLOSURES

If an annual fee is shown on the front of the statement, see the front for information about the following matters: the annual percentage rate for purchases, certain information regarding any variable rate feature, the amount of the annual fee, any minimum interest charge, and any transaction charges for purchases. The method for computing the balance subject to interest charge on your account is an Average Daily Balance (including new purchases) method and is explained above.

If you terminate your account within 30 days from the Closing Date shown on the front of this statement, you will not owe the annual fee (and have the right to have it credited to your account) and may use your card(s) during that 30 day period without becoming obligated for the annual fee. To terminate your account you should give us written notice sent to the address for billing inquiries as shown on the front of this statement. All cards should be cut in half and returned with your termination notice.

CREDIT BALANCES

Any credit balance on your account (indicated by a "-" on the front of this statement) is money we owe you. You can make charges against this amount or request and receive a full refund of this amount by writing us at: Card Service Center, PO Box 569120, Dallas, TX 75356-9120. Any amount not charged against or refunded upon request that is over \$1.00 (equal to or in excess of \$1.00 if you live in MA or any amount in NY) will be refunded automatically within six months after the credit balance was created (four billing cycles in MD).

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

Name (if incorrect on reverse side) _____

Street address _____

City _____ State _____ Zip Code _____

Effective Date: Month, Day, Year _____ Signature _____

Home Phone _____ Work Phone _____

20-53578-22
TT

Chapman Pharmacy
1396 N Dickinson Dr
Rusk, TX 75785-1048
Phone: (903) 683-2422
Fax: (903) 683-2235

6/26/2023 11:19AM
Receipt # 422333
 cashier: Thomas B
 cashier # POS01 - 9416

S	16.54
Subtotal	16.54
Tax Total	0.00
Items: 1	Total 16.54

Shipping samples to
lab.

MasterCard Tendered 16.54
Acct #. 1393
Approval #...00636C
Trans ID#...4439160

Signature _____ is the following:
- Payment(s) require a signature

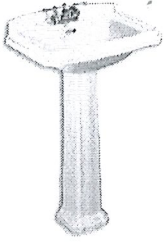


Signature Captured Electronically

Free to pay above total amount according to
card issuer agreement.

D: 2094640
Term ID: 542000
Type: Mastercard
ID: A0000000041010
C: ARQC E88E8120B74DFD7F
Entry: INSERT
DVM: Signature
CreditSale





HAMILTON SUPPLY

701 W. ELM STREET
TYLER, TX 75702
p. 903.597.8292
f. 903.597.0572

NEW REMIT ADDRESS

Invoice

Invoice Number: 1623917-IN
Invoice Date: 3/7/2023

Order Number:
Order Date:
Salesperson: JOSH HAMILTON
Customer Number: CASHN2

Sold To:
CITY OF RUSK
1-75-60000657-3
TYLER, TX 75703

Ship To:
CASH - NON TAX
CASH CUSTOMER - NON TAX
TYLER, TX 75703

Confirm To: VS
MC

Customer P.O.	Ship VIA	F.O.B.	Terms 2% 10TH PROX NET 11TH			
Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
* 2X5 BR NIPPLE	EACH	1.00	1.00	0.00	316.07	316.07

HAMILTON SUPPLY
701 W ELAM ST
TYLER, TX 75702
903-597-8292

03/07/2023 12:14:40

CREDIT CARD
MC SALE

Card # XXXXXXXXXXXX1393
Chip Card: Mastercard
AID: A0000000041010
SEQ #: 15
Batch #: 4
Trans #: 15
Approval Code: 00786C
TRANS ID: MCBH1NTCK0307
Entry Method: Chip Read
Mode: Issuer

20-53572-22
TI

SALE AMOUNT \$340.96

THANK YOU

CUSTOMER COPY

and original credit card for a refund.

LUMMING SUPPLIES
Owned Supply House

THANK YOU

Net Invoice: 316.07
Less Discount: 0.00
Freight: 24.89
Sales Tax: 0.00
Invoice Total: 340.96

Less Deposit: 340.96
Invoice Balance: 0.00

Chapman Pharmacy
1396 N Dickinson Dr
Rusk, TX 75785-1048
Phone: (903) 683-2422
Fax: (903) 683-2235

Mar 14 2023 1:53PM
Receipt # 423030
Cashier: Darla H
Server # POS01 - 9438

PS
20-53578-22
AT

	15.41
Subtotal	15.41
Tax Total	0.00
Items: 1	Total 15.41

MasterCard Tendered 15.41
Acct #...1393
Approval #...01454C
Trans ID#...4446290

Shipping Samples to Lab

Signature required for the following
Payment(s) require a signature



Signature Captured Electronically

Free to pay above total amount according to
card issuer agreement

MID: 2094640
Term ID: 542000
App: Mastercard
AID: A0000000041010
AC: ARQC 512250458BA47486
Entry: INSERT
CVM: Signature
CreditSale



UpCodes, Inc.
 2261 Market Street #5132
 San Francisco, CA 94114
 United States
 support@up.codes
 (646) 727-0564

10-51310-35

Plan Review

Invoice # 82962
 Invoice Date Mar 04, 2023
 Invoice Amount \$39.00 (USD)
 Customer ID AzyWicRsTFhvgO6a
 Payment Terms Due Upon Receipt
PAID

SUBSCRIPTION
 ID 16A4FvTQajDxC1ynA
 Billing Period Mar 04 to Apr 04, 2023
 Next Billing Date Apr 04, 2023

DESCRIPTION	UNITS	UNIT PRICE	AMOUNT (USD)
Premium – Monthly	1	\$39.00	\$39.00
		Total	\$39.00
		Payments	(\$39.00)
		Amount Due (USD)	\$0.00

PAYMENTS

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

NOTES

Please click [here](#) to view/download our Form W9.



SafetyCulture Pty Ltd
 221 Sturt Street
 Townsville City QLD 4810
 Australia
 ABN: 16 089 180 049

10-51310-35

*Field
 Inspection*

Invoice

Invoice Number #621411
 Issue Date 13 Mar 2023
 Due Date 13 Mar 2023

PAID	\$24.00
-------------	----------------

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

Ship To:

Item	Quantity	Unit Price	Amount
SafetyCulture iAuditor Monthly Plan Full seat 13 Mar 2023 - 13 Apr 2023	1	\$24.00	\$24.00

Thank you for your business.

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

TOTAL	\$24.00
Payments	\$24.00
DUE	\$0.00
Other Balance Due as of 12 Mar 2023	\$0.00

Invoice History

13 Mar 2023 02:40AM AEDT Credit card payment: \$24.00 (Master, XXXX-XXXX-XXXX-1468)

Form Builder

10-51310-35



Receipt

Save 3% on all your Apple purchases with Apple Card.¹ [Apply and use in minutes](#)²

APPLE ID
brandon.scarborough@aol.com

DATE
Mar 13, 2023

ORDER ID
[MX9LKQ8W3X](#)

DOCUMENT NO.
200642296391

BILLED TO
MasterCard 1468
Brandon Scarborough
205 S. Main St.
Rusk, TX 75785
USA

App Store



FormConnect Pro
FormConnect Pro+ (Monthly)
Renews Apr 9, 2023
[Report a Problem](#)

\$1.99

Subtotal **\$1.99**

Tax **\$0.16**

Currently reviewing tax exemption form.

TOTAL \$2.15

People Search

White Pages

10-51310-35

✔ Your Order is Complete

ORDER ID

A-S04441843

DATE

March 16, 2023

ITEM

Monthly Premium Membership

ITEM PRICE

\$4.99

SALES TAX

\$0.00

TOTAL

Currently reviewing tax exemption form.

\$4.99

SALES TAX INFO

For details on how we collect sales tax, visit our [Help Center](#).

[Continue to Account](#)

Company



10-51310-35

Invoice From:

Regrid
440 Burroughs St, Suite 672
Detroit, MI 48202
888-4RE-GRID
help@regrid.com

Bill To:

City of Rusk
Brandon Scarborough
bscarborough@rusktx.org

Invoice Number:

CH_3MMKMQJ9W5XXLBVH1ARILFEB

Amount Due (USD):

\$0.00

Date:

2023-03-17

Description	Plan	Line Total
1 x Pro (at \$10.00 / month)	Pro (Monthly) \$10	\$10.00

Total \$10.00

Paid (\$10.00)

Amount Due \$0.00

Billing Details:

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

Thank you for your business!
♥ Team Regrid

Property & Title Search

10-51310-35



Receipt

cloud Storage

Save 3% on all your Apple purchases with Apple Card.¹ [Apply and use in minutes](#)²

APPLE ID
brandon.scarborough@aol.com

DATE
Mar 22, 2023

ORDER ID
[MX9LL9LGY7](#)

DOCUMENT NO.
130645979293

BILLED TO
MasterCard 1468
Brandon Scarborough
205 S. Main St.
Rusk, TX 75785
USA

App Store



pCloud - Cloud Storage
Premium (Monthly)
Renews Apr 19, 2023
[Report a Problem](#)

\$4.99

Subtotal **\$4.99**

Tax **\$0.41**

Currently reviewing tax exemption form.
Second request.

TOTAL \$5.40



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

10-51310-35



Doc
Storage

Receipt

Save 3% on all your Apple purchases with Apple Card.¹ [Apply and use in minutes](#)²

APPLE ID
brandon.scarborough@aol.com

DATE
Mar 31, 2023

ORDER ID
[MX9LM2XLJL](#)

DOCUMENT NO.
160648194925

BILLED TO
MasterCard 1468
Brandon Scarborough
205 S. Main St.
Rusk, TX 75785
USA

iCloud+



iCloud+ with 50 GB of Storage
Monthly
Renews Apr 30, 2023

\$0.99

TOTAL

\$0.99



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.

ACI PAYMENTS, INC.

Home | Payment Center | Help | Official Extras

En Español

My Account

Log In (Optional)

Log in for expedited access to our enhanced payment services.

E-mail Address:

Password:

Make A Payment

Select Service | Enter Amount | Accept Terms | Provide Details | Confirm Details | Digital Receipt



Cherokee County - County Clerk, TX

Copies

24-52306
CG CC

Payment has been completed successfully.

Confirmation Number:

00686E

Date:

Monday, March 6, 2023

Time:

01:14PM CT



Print Confirmation

Official Receipt for Recording in:

Cherokee County Clerk
135 S Main
Rusk, Texas 75785 (903) 683-2447

Please print or write down your payment confirmation number for your records. Do not use your browser's "Back" button. Instead, navigate using the buttons below.

CITY OF RUSK
COUNTY CLERK

Name: CITY OF RUSK CINDA ETHERIDGE
Mailing Address: 205 S MAIN
RUSK, TX 75785
United States
Telephone Number: (903) 683 - 2213
Email Address: coclerkprobate@cocherokee.org
Grantor (Seller)/ Grantee (Buyer): CEMETERY DEED
Date of Purchase: 2023

Recording Fees

Doc No	Vol	Page	Time	Reco
282	02749	00467	01:15:53p	A
DEED				
CITY OF				
WILLIAM ETAL				

Please enter your mailing address for faster service.

Mailing Address: 205 S MAIN
Additional Comments: WILDER

Collected Amounts

Doc No	Tran	Amount
00686E		

Card Type: MasterCard
Card Number: *****1567
Card Verification Number: ****

Total Received :
Less Total Recordings:
Change Due :

Payment Type: Copies
Payment Amount: \$20.00
Convenience Fee: \$5.95
Total Payment: \$25.95

If you would like to do next:
If you live in your zip code, there are other agencies in your area that can be **paid on time, on your time, every time.** This is an option to view them.

Another payment to Cherokee County - County Clerk - Copies

Another Payment

For security and privacy reasons, your session data will be cleared out.

Thank You
HONORABLE LAVERNE LUSK - COUNTY CLERK

By - Jennifer Boatman

Receipt# Date Time
0232633 03/06/2023 01:15p

Continue

Printed On: 03/06/2023 01:15p
Printed On: 03/06/2023 01:15p

Pam Tyer

From: Amazon.com <auto-confirm@amazon.com>
Sent: Thursday, March 9, 2023 8:20 AM
To: Pam Tyer
Subject: Your Amazon.com order of "Eastern Jungle Gym..."

amazon business

10-59508-50

| Your Account | Amazon.com

Order Confirmation

Order #113-3126338-4861857

PO# Street Dept/Neill

Parks & Recreation

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, March 14

Your shipping speed:

 **Standard Shipping**

Your order will be sent to:

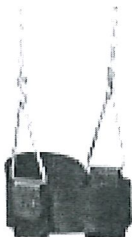
**Pam Tyer
RUSK, TX
United States**

[Order Details](#)

Order Details

Order #113-3126338-4861857

Placed on today, March 9



Eastern Jungle Gym Heavy-Duty High Back Full
Bucket Toddler Swing Seat with Coated Swing
Chains Fully Assembled, Green
Toy
Sold by Eastern Jungle Gym
Condition: New

\$39.00

Order Total:

\$39.00

Cinda Etheridge

From: support@lewiscp.com@mg.lewiscp.com on behalf of The Cherokeean Herald <support@lewiscp.com>
Sent: Wednesday, April 5, 2023 8:11 AM
To: Cinda Etheridge
Subject: Receipt for your payment

 April 5, 2023
Payment ID: 6797

Receipt for CITY OF RUSK

Subscription Type
Print Plus Online

Subscription Expires On
March 15, 2024

Payment Details
\$45.00 was paid by credit card on 03/15/2023

Payment Method
MasterCard ending with 1567, expires 2/2024

If you have any questions, please contact us at:
Phone: (903) 683-2257
Email: penny@thecherokeean.com

A healthy Cherokee County requires great community news.

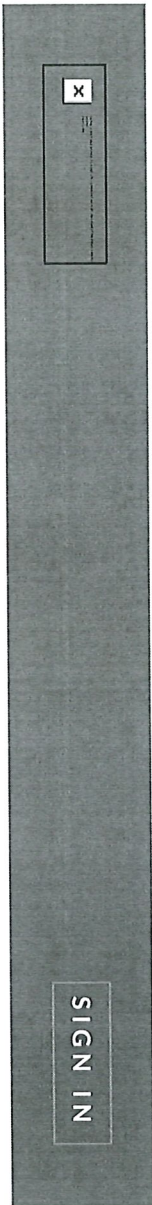
Thank you for supporting the Cherokeean Herald!



~~10-51337-11~~
10-51337-11

Cinda Etheridge

From: Zoom Video Communications, Inc. <billing@zoom.us>
Sent: Sunday, March 26, 2023 2:46 PM
To: Cinda Etheridge
Subject: Payment Processed for 53462125
Attachments: INV194812628_A02533426_03262023.pdf



Payment Processed



Thank you for your order,

Please review your payment amount below, we have attached a PDF detailing your order and terms of your subscription.

Zoom Account Number: 53462125
Payment Method: Credit Card
Payment Date: 03/26/2023
Amount: \$159.80

10-51332-11

INVOICE

DCA360

1200 W Lake Dr, Gladewater, TX 75647, UNITED STATES
callen360@gmail.com

Invoice No#: 11082017-378
Invoice Date: Mar 1, 2023
Due Date: Mar 1, 2023



\$150.00
AMOUNT DUE

BILL TO

City of Rusk, TX
Amanda Hill
205 S Main, Rusk, TX 75785, UNITED STATES
ahill@rusktx.org
Phone: +1 903-683-2213

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Updates and Requests Updates and incidentals, Photos, Website Requests, Etc June 1 - March 1	2	\$75.00	\$150.00
			Subtotal	\$150.00
			TOTAL	\$150.00 USD

NOTES TO CUSTOMER

Thank you..

C.C.

TERMS AND CONDITIONS

Due on receipt.

INVOICE

PO Box 1741, Gladewater, TX 75647, UNITED STATES

Invoice No#: 11082017-382
Invoice Date: Mar 15, 2023
Reference: Verbal - A Hill
Due Date: Mar 15, 2023



\$490.00
AMOUNT DUE

BILL TO

City of Rusk, TX
Amanda Hill
205 S Main, Rusk, TX 75785, UNITED STATES
ahill@rusktx.org
Phone: +1 903-683-2213

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Website Hosting Website hosting package. Billed annual.	1	\$420.00	\$420.00
2	Premium SSL Certificate for Website HTTPS certificate for rusktx.org and subdomains on website. Billed annual.	1	\$70.00	\$70.00
			Subtotal	\$490.00
			TOTAL	\$490.00 USD

NOTES TO CUSTOMER

Thank you..

TERMS AND CONDITIONS

Due on receipt.

C.C.

Amanda Hill

From: postmaster@tml.org
Sent: Wednesday, March 8, 2023 2:41 PM
To: Amanda Hill
Subject: TML Order Confirmation



Dear Amanda,

Thank you for your order!

Here are the details of your order. Please retain this email for your records.

Order Number: 142774
Order Date: Mar 8, 2023 2:38 PM
Bill To: Amanda Hill
Order Total: 700.00
Payment Method: MasterCard *****1690
Name on Card: Amanda Hill

Item	Price	Qty	Total
GFOAT Spring and Post Conference 2023 - Amanda Hill <i>When:</i> Apr 16, 2023 - Apr 19, 2023 <i>Where:</i> Kalahari Resorts & Conventions-Round Rock 3001 Kalahari Blvd Round Rock, 78665	700.00	1	700.00

Program Items:

- Apr 16, 2023: GFOAT Conference Registration
- Apr 16, 2023: GFOAT Post Conference Registration

Item Total	700.00
Shipping	0.00
Handling	0.00
Item Grand Total	700.00
Transaction Grand Total	700.00

Thank you again for your support!

Amanda Hill

From: Kalahari Resort and Convention Center - Round Rock <info@cvent.com>
Sent: Thursday, March 9, 2023 2:21 PM
To: Amanda Hill
Subject: Kalahari Resort and Convention Center - Round Rock Reservation Confirmation

RESERVATION  CONFIRMATION



Kalahari.
RESORTS &
CONVENTIONS
ROUND ROCK, TX

Govt Finance Officers Assn of TX 2023 Spring Institute ~ Apr 15, 2023 - Apr 18, 2023 ~ TX Kalahari Resorts and Conventions

Dear Amanda Hill,

We are pleased to we have received your information for your reservation at the TX Kalahari Resorts and Conventions. Our team is looking forward to your arrival as part of the Govt Finance Officers Assn of TX 2023 Spring Institute. Please note, your reservation confirmation email will be sent within the next 48 hours.

Should your travel plans change and you need to make changes to your reservations, please [click here](#) or call 1-877-525-2427.

We look forward to welcoming you to the TX Kalahari Resorts and Conventions.

- The Staff of the TX Kalahari Resorts and Conventions

Reservation Details

Online Confirmation:	7E45TR45
Date Booked:	Mar 8, 2023

Reservation Name:	Amanda Hill			
Arrival Date:	Apr 16, 2023			
Departure Date:	Apr 19, 2023			
Room Type:	Double Queen Sofa			
Number of Rooms:	1			
Number of Guests:	1			
Night by Night Rate:	Date	Guest(s)	Status	Rate
	Apr 16, 2023	1	Confirmed	220.00 ✓
	Apr 17, 2023	1	Confirmed	220.00
	Apr 18, 2023	1	Confirmed	220.00
	Additional Guest Rate			
	Second Guest	0.00		
	Third Guest	0.00		
	Fourth Guest	0.00		
	Fifth Guest	50.00		
Total Charge:	660.00			
Tax Disclosure:	Please note the following taxes are not included into rates: <ul style="list-style-type: none"> • \$39.99 Resort Fee Per Night. • 6% State Tax Per Night. • 9% City Tax Per Night. 			
Add-Ons:				
Cancel Policy:	Reservations canceled 72 hours or more prior to the date of arrival receive a refund of the deposit, minus a \$30 cancellation fee. Reservations canceled within 72 hours of the date of arrival forfeit the entire deposit of the first night's room and tax.			

Amanda Hill

From: postmaster@tml.org
Sent: Tuesday, March 21, 2023 10:27 AM
To: Amanda Hill
Subject: TML Order Confirmation



Dear Amanda,

Thank you for your order!

Here are the details of your order. Please retain this email for your records.

Order Number: 143346
Order Date: Mar 21, 2023 10:25 AM
Bill To: Amanda Hill
Order Total: 150.00
Payment Method: MasterCard *****1690
Name on Card: Amanda Hill

Item	Price	Qty	Total
Spring Conference CGFO Exam (In-person) - Amanda Hill <i>When:</i> Apr 16, 2023 2:00 PM - Apr 16, 2023 4:30 PM <i>Where:</i> Kalahari Resort & Convention Center Zambezi River RM-3001 Kalahari Blvd Round Rock,	150.00	1	150.00

Program Items:

- Apr 16, 2023: CGFO Debt Management Exam

Item Total	150.00
Shipping	0.00
Handling	0.00
Item Grand Total	150.00
Transaction Grand Total	150.00

Thank you again for your support!



AppRiver, LLC
 PO Box 749665
 Atlanta, GA 30374-9665

Invoice #
 2440030

Invoice Date
 Mar 27, 2023

Bill To

City of Rusk

205 S. Main St.
 Rusk, TX 75785

Payment Terms:

Upon Receipt

Due Date:

Mar 27, 2023

Total Due:

\$ 258.94

Account Details

Account #: C505760-1

Payment Information

SWIFT Code: PNCCUS33

24/7 Phenomenal Support

24/7 Phenomenal Support is included at no additional cost

Invoice Summary

Current Charges	258.94
Taxes (Rate 8.25%)	0.00
Invoice Total	USD \$ 258.94
Total Due	USD \$ 258.94

Subscription Terms

Unless agreed to by both parties in writing, the provided services are subject to and governed by the applicable terms and conditions at <https://www.carbonite.com/legal/products-and-services-terms/>. Notwithstanding any terms to the contrary therein, if you subscribe for any Microsoft services you agree and acknowledge that your use thereof is strictly subject to the Microsoft service terms and operating guide which may be found here <https://www.microsoft.com/licensing/docs/customeragreement>, including a binding, non-refundable commitment for the fixed term selected that can only be terminated (without payment in full for the fixed term) within the initial seven (7) days following the commencement of the term.

Subscriptions of *City of Rusk*

Microsoft 365 Business Standard - rusktx.org

Renewal Charges

Mar 20, 2023 - Apr 20, 2023

Description	Term	Qty	UnitPrice	Subtotal
Licenses	Monthly	6	17.94	107.64
Commerce Mode: NCE				
Total - USD \$				107.64

Office 365 Exchange Online Plan 1 (Government) - rusktx.org

Renewal Charges

Mar 26, 2023 - Apr 26, 2023

Description	Term	Qty	UnitPrice	Subtotal
Licenses	Monthly	34	4.45	151.30
Commerce Mode: Legacy				
Total - USD \$				151.30

Total Current Charges Detail

258.94

Your Traveluro Receipt #2549448



Receipt from Traveluro

*Carlton Crothers
MC # 4132*

Hotel bill to Austin, TX

Receipt #2549448

Expense acct # 09-51810-55

AMOUNT PAID

\$ 301.00

DATE PAID

March 03, 2023

PAYMENT METHOD



SUMMARY

Name: Carlton Crothers

Hotel Name: Holiday Inn Austin

-Town Lake, an IHG Hotel

Trip Id: 5064191

Email: ccrothers@rusktx.org

Check-In: March 05, 2023

Check-Out: March 07, 2023

2 Nights

\$ 231.00

Taxes and Fees

\$ 67.00

Gratitude

\$ 3.00

Amount Paid

\$ 301.00



Ride report

March 5 -
March 7 2023

6 selected rides

Carlton Crothers
email2carlton@gmail.com

\$68.49

Total amount

Ride share expenses from hotel to venues.



March 5, 5:15PM

- 20 N Interstate 35, Austin
- 110 E 2nd St, Austin

\$15.29



March 5, 7:00PM

- 101 E 2nd St, Austin
- 20 N Interstate 35, Austin

\$7.94



March 6, 7:14AM

- 20 N Interstate 35, Austin
- 701 Congress Ave, Austin

\$11.24

\$21.81 charge



March 6, 7:24PM

- 701 Congress Ave, Austin
- 20 N Interstate 35, Austin

\$10.57

*Carlton Crothers
MC # 4132*

Expense acct

09-51810-55

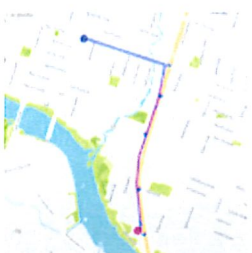


March 7, 7:11AM

- 20 N Interstate 35, Austin
- 701 Congress Ave, Austin

\$11.88

\$23.45 charge



March 7, 11:07AM

- 701 Congress Ave, Austin
- 20 N Interstate 35, Austin

\$11.57



Ride report

March 5 -
March 7 2023

6 selected rides

Employee: Carlton Crothers
 Expense Act Code: 09-51810-55
 Bus. Trip: 2023 TML Small Town Conf.



Sign Out Carlton Cart

- RESOURCES
- POLICY
- EDUCATION
- AFFILIATES
- CAREERS
- POOLS
- MY ACCOUNT
- HOME

ORDER CONFIRMATION

Texas Municipal League
 TML * 1821 Rutherford Lane, Suite 400 * Austin, TX 78754-5128 * Phone (512) 231-7400

Order Number 142793
Order Date 3/8/2023
Bill To Carlton Crothers
Payment Method MasterCard *****4132
Name on Card Carlton Crothers
Ship To Carlton Crothers
 205 S Main
 Rusk, TX 75785-1363

Item	Quantity	Price	Total
TML Small Town Conference When: 5/11/2023 - 5/12/2023 Where: Bastrop Convention Center 1408 Chestnut Street B Bastrop,	1	235.00	235.00

Program Items:

- Member City Registration

5/11/2023



Credit Card Expense Report

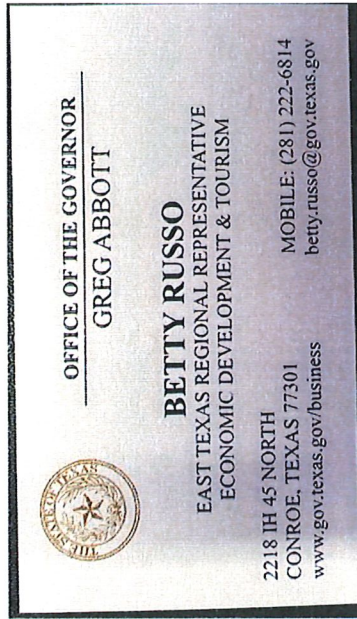
Employee: Carlton Crothers

Credit Card #: 4132 Amount: **\$33.72**

Date of Expense: 03/22/23

Expense Account Code: 09-51810-55

Expense Description: Lunch business meeting with Betty Russo, East Texas Regional Rep,
Economic Development & Tourism, Office of the Governor Gregg Abbott



CUSTOMER COPY

===== GENERAL INFORMATION =====

Merchant : Texas Police Chiefs Association (2020387) Date/Time : 6-Mar-2023 7:44:09 PST

===== ORDER INFORMATION =====

Invoice : 9136

Description : Submitter: Ryan Gummer, rgummer@rusktx.org Amount : 395.00 (USD) Payment

Method: MasterCard xxxx6372 Transaction Type: Authorization and Capture

===== Line Items =====

Item: 9136

Description: Ryan Gummer

.. 2023 New Supervisor's Course (3737)- Angelina College Academy-Lufkin Registration

Quantity: 1

Unit Price: \$395.00 (USD)

Item Total: \$395.00 (USD)

==== CUSTOMER BILLING INFORMATION ====

Customer ID : 9136

First Name : SCOTT

Last Name : HEAGNEY

Company : Rusk Police Department

Address : 205 S. Main St

City : Rusk

State/Province : TX

Zip/Postal Code : 75785

Country : USA

Phone : (903)683-2213

Fax : (903)683-5964

E-Mail : rgummer@rusktx.org

10-51810-20
Training for Ryan Gummer

===== MERCHANT DEFINED =====

Registrations : -

Ryan Gummer

2023 New Supervisor's Course (3737)- Angelina College Academy-Lufkin

Dates: 2023-06-06

-- Includes registration (\$)

-- Includes option: Please select the option below for your training registration -- 2023 New Supervisor's Course (3737)- Angelina College Academy-Lufkin (\$395)

TOTAL: \$395



REGISTRATION COMPLETE

*Charged to
Credit card. F/Heagney.*

Thank you for completing your registration.

Your payment of \$395 has been completed via credit card. You will receive an emailed invoice, and your registration details are also copied below:

Registrant	Event	Dates	Total
Scott	2023 Texas Police Chiefs Association 64th Annual Conference - Attendee	2023-04-	\$395
Heagney	Registration	02	
- Includes: Please Select Type of Registration -- Active/Associate Member (\$395.00)			

If you need assistance, you can call us at 512.281.5400

CHARGE TO ACCOUNT 10-51810-20
DEPARTMENT HEAD JRH

Pam Tyer

From: Amazon.com <auto-confirm@amazon.com>
Sent: Thursday, March 2, 2023 11:45 AM
To: Pam Tyer
Subject: Your Amazon.com order of "400lb Big & Tall Office...".



10-52635-11

| Your Account | Amazon.com

Order Confirmation

Order #113-5716453-0369059

PO# City of Rusk

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:

**Wednesday, March 8-
Monday, March 13**

Your shipping speed:

 **Standard Shipping**

Your order will be sent to:

**Rusk City Hall
RUSK, TX
United States**

[Order Details](#)

Order Details

Order #113-5716453-0369059

Placed on today, March 2



400lb Big & Tall Office Chair - High Back Bonded
Leather Executive Managerial Chair, Heavy Duty
Metal Base Adjustable Height Thick Padded Seat
Ergonomic Design Large Computer Swivel Task
Desk Chair
Sold by ICOMOCH
Condition: New

\$238.99

Order Total:

\$238.99

Pam Tyer

From: Amazon.com <auto-confirm@amazon.com>
Sent: Friday, March 3, 2023 12:55 PM
To: Pam Tyer
Subject: Your Amazon.com order of "Mini DisplayPort to HDMI..."

amazon business

10-52635-20

| Your Account | Amazon.com

Order Confirmation

Order #113-0956186-9070650

PO# Police Dept

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, March 6

Your shipping speed:

 **FREE Prime Delivery**

Your order will be sent to:

**Rusk City Hall
RUSK, TX
United States**

[Order Details](#)

Order Details

Order #113-0956186-9070650

Placed on today, March 3



Mini DisplayPort to HDMI, BENFEI 4K@60Hz Mini DP to HDMI Adapter (Thunderbolt Compatible) with MacBook Air/Pro, Surface Pro/Dock, Monitor, Projector
Electronics
Sold by BenfeiDirect
Condition: New

\$14.55

Order Total:

\$14.55

Pam Tyer

From: Amazon.com <auto-confirm@amazon.com>
Sent: Wednesday, March 15, 2023 2:44 PM
To: Pam Tyer
Subject: Your Amazon.com order of "Sooez Leather Business Card...".

amazon business

20-52635-20

| Your Account | Amazon.com

Order Confirmation

Order #113-7201321-6913022

PO# Pam Tyer

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:
Friday, March 17

Your shipping speed:
 **Standard Shipping**

Your order will be sent to:
**Pam Tyer
RUSK, TX
United States**

[Order Details](#)

Order Details

Order #113-7201321-6913022

Placed on today, March 15



Sooez Leather Business Card Book Holder,
Professional Business Cards Book Organizer, 240
Card Capacity PU Name Card Credit Cards Book
Holder Booklet (Black)
Office Product
Sold by Sooez Official
Condition: New

\$8.98

Order Total:

\$8.98

Pam Tyer

From: Amazon.com <auto-confirm@amazon.com>
Sent: Wednesday, March 15, 2023 3:46 PM
To: Pam Tyer
Subject: Your Amazon.com order of "Notrax 109 Brush Step...".

amazon business

10-52635-25

| Your Account | Amazon.com

Order Confirmation

Order #113-5860151-8213863

PO# Court/Kala

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:

Friday, March 17

Your shipping speed:

 **FREE Prime Delivery**

Your order will be sent to:

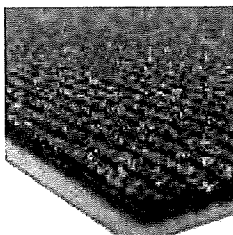
**Pam Tyer
RUSK, TX
United States**

[Order Details](#)

Order Details

Order #113-5860151-8213863

Placed on today, March 15



Notrax 109 Brush Step Entrance Mat, 4' x 6',
Charcoal (109S0046CH)
Kitchen
Sold by Amazon.com Services LLC
Condition: New

\$93.21

Order Total:

\$93.21

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

Pam Tyer

From: Sam's Club <transaction@info.samsclub.com>
Sent: Wednesday, March 15, 2023 4:08 PM
To: Pam Tyer
Subject: Thanks for your Sam's Club order 10048348519

36.62 P.D.
10-52635-20

18.31 Return
10-52635-45

sam's club

Order 10048348519



Thanks for your order, Pamela!

We're processing your **order #10048348519** and will email you when it ships or is out for delivery.

In order to get your item(s) to you as quickly as possible, your order may be split into multiple shipments with some items coming directly from your local club.

A few delivery notes:

- Items may arrive later in the day, via FedEx or a delivery driver in their own vehicle.
- If you're not home, the driver will leave your order at your door or in the designated area.
- Be sure to chill any perishables immediately.

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



Glad ForceFlex Tall Kitchen Trash Bags, Gain Original Qty 3
 Scent with Febreze Freshness (13 gal., 150 ct.)
 Item 980331649
 Shipping: Standard
 \$4 off with Instant Savings
 Ends April 10

\$54.94
 \$20.98 each
 Save \$8.00

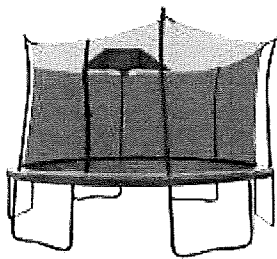
Prices and availability of items may vary and are subject to change without notice. Some items may ship separately due to availability and shipping method.

Subtotal (includes savings)	\$54.94
Sales tax	\$0.00
Paid online	\$54.94
You saved	\$15.68
Paid with	MASTERCARD *0529 \$54.94

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.

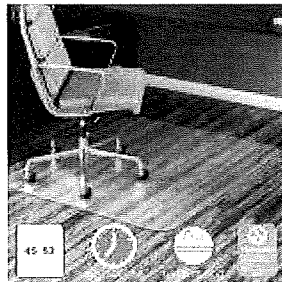
Please note that this not a receipt. If you have any questions, please visit our help center. We look forward to seeing you soon!

Trending in your club



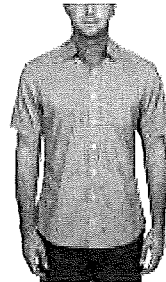
Propel 14' Heavy-Duty Pro Trampoline With Basketball Hoop

[Shop Now](#)



Deflecto EconoMat All Day Use Chair Mat For Hard Floors, 45...

[Shop Now](#)



Nick Graham Men's Printed Woven Short Sleeve Shirt

[Shop Now](#)



McCafé Premium Roast K-Cup Coffee Pods (94 ct.)

[Shop Now](#)

Pam Tyer

From: Amazon.com <auto-confirm@amazon.com>
Sent: Wednesday, March 15, 2023 4:06 PM
To: Pam Tyer
Subject: Your Amazon.com order

amazon business

20-52635-20

| Your Account | Amazon.com

Order Confirmation

Order #113-1743035-0013067

PO# Pam Tyer

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, March 20

Your shipping speed:

 **Two-Day Shipping**

Your order will be sent to:

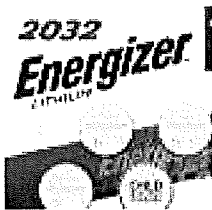
**Pam Tyer
RUSK, TX
United States**

[Order Details](#)

Order Details

Order #113-1743035-0013067

Placed on today, March 15



Energizer 2032 Batteries, Lithium CR2032 Watch
Battery, 4 Count
Electronics
Sold by Amazon.com Services LLC
Condition: New

\$8.17

Order Total:

\$8.17

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



For customer support visit Amazon.com/contact-us

Order date: March 17, 2023
Purchase Order #: Pam Tyer
Order #: 113-6864324-8989020
Date shipped: March 18, 2023

Ship to:
Pam Tyer
205 S MAIN ST
RUSK, TX 75785-1363
United States

20-52635-20

Shipment details

Item description	Qty	Item price	Item subtotal
Folgers 6680 Caramel Drizzle Coffee K-Cups, 24/Box (SKU: M9-QHHO-E4DM) Condition: New Sold by: ARZUQ DISTRIBUTORS INC. Gift message: ""	2	\$21.49	\$42.98
		Item subtotal	\$42.98
		Shipping & handling	\$0.00
		Sales tax	\$0.00
		Total	\$42.98

Return or replace your item

Visit Amazon.com/returns

Have feedback on how we packaged your order? Tell us at Amazon.com/packaging

Pam Tyer

From: Sam's Club <transaction@info.samsclub.com>
Sent: Friday, March 17, 2023 3:18 PM
To: Pam Tyer
Subject: Thanks for your Sam's Club order 10048855661

20-52635-20

sam's club

Order 10048855661



Thanks for your order, Pamela!

We're processing your **order #10048855661** and will email you when it ships or is out for delivery.

In order to get your item(s) to you as quickly as possible, your order may be split into multiple shipments with some items coming directly from your local club.

A few delivery notes:

- Items may arrive later in the day, via FedEx or a delivery driver in their own vehicle.
- If you're not home, the driver will leave your order at your door or in the designated area.
- Be sure to chill any perishables immediately.

Thanks for shopping with us!

[See Your Order Status](#)

Items to ship (2)

Pam Tyer
205 S Main St, Rusk, TX 75785

Shipment 1 of 1



Member's Mark Disinfecting Wipes, Variety Pack (78 wipes/pk., 4 pk.) Qty 2
 Item 990003931
 Shipping: Standard

\$21.88
 \$10.94 each

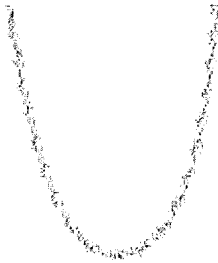
Prices and availability of items may vary and are subject to change without notice. Some items may ship separately due to availability and shipping method.

Subtotal (includes savings)		\$21.88
Sales tax		\$0.00
Paid online		\$21.88
You saved		\$6.72
Paid with	MASTERCARD *0529	\$21.88

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



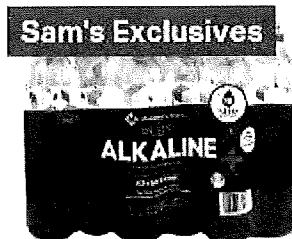
14K Yellow Gold 3.85-4.00MM Solid Rope Chain

Shop Now



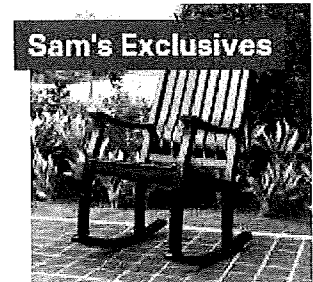
Member's Mark 33-Gallon Power-Guard Drawstring Trash...

Shop Now



Member's Mark Plus+ Alkaline Water (1L., 18 pk.)

Shop Now



Member's Mark Painted Porch Rocker (Various Colors)

Shop Now

Your Club

Pam Tyer

From: Sam's Club <transaction@info.samsclub.com>
Sent: Wednesday, March 8, 2023 4:01 PM
To: Pam Tyer
Subject: Thanks for your Sam's Club order 10046651644

sam's club

Libray

10-52620-45

Order 10046651644



Thanks for your order, Pamela!

We're processing your **order 10046651644** 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



Marathon Centerpull Premium 1-Ply Paper Towels (303 sheets/roll, 6 rolls) Qty 3
Item 312128
Shipping: Standard

\$113.94
\$37.98 each

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)		\$113.94
Sales tax		\$0.00
Shipping costs		\$20.40
Paid online		\$134.34
Paid with	MASTERCARD *0529	\$134.34

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



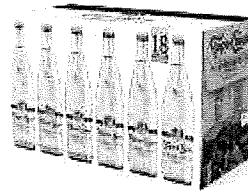
Pampers Cruisers Stay-Put Fit Diapers (Choose Your Size)

[Shop Now](#)



Member's Mark Purified Water (16.9 fl. oz., 40 pk.)

[Shop Now](#)



Topo Chico Sparkling Mineral Water (16.9 fl. oz., 18 pk.)

[Shop Now](#)



Member's Mark Ultra Premium Soft & Strong 2-Ply Toilet...

[Shop Now](#)

[Your Club](#)

Get the App   [Your Account](#) [Your Club](#)

[Pickup](#) | [Instant Savings](#) | [All Services](#)



Pam Tyer

From: Sam's Club <transaction@info.samsclub.com>
Sent: Wednesday, March 8, 2023 4:03 PM
To: Pam Tyer
Subject: Thanks for your Sam's Club order 10046658330

sam's club

Joie Dept.

10-52730-30

Order 10046658330



Thanks for your order, Pamela!

We're processing your **order 10046658330** and will email you when it ships. Thanks for shopping with us.

[See your order status](#)

Items to ship (1)

Pam Tyer
205 S Main St, Rusk, TX 75785

Shipment 1 of 1



Marathon Centerpull Premium 1-Ply Paper Towels (303 sheets/roll, 6 rolls)
Item 312128
Shipping: Standard

\$37.98
\$37.98 each

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)	\$37.98
Sales tax	\$0.00
Shipping costs	\$6.80

Paid online **\$44.78**

Paid with MASTERCARD *0529 **\$44.78**

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



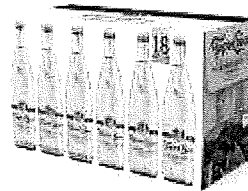
Pampers Cruisers Stay-Put Fit Diapers (Choose Your Size)

Shop Now



Member's Mark Purified Water (16.9 fl. oz., 40 pk.)

Shop Now



Topo Chico Sparkling Mineral Water (16.9 fl. oz., 18 pk.)

Shop Now



Member's Mark Ultra Premium Soft & Strong 2-Ply Toilet...

Shop Now

Your Club

Get the App Your Account Your Club

Pickup | Instant Savings | All Services



Pam Tyer

From: Amazon.com <auto-confirm@amazon.com>
Sent: Wednesday, March 29, 2023 8:41 AM
To: Pam Tyer
Subject: Your Amazon.com order of "PNY NVIDIA Quadro P400..."



10-52635-20

| Your Account | Amazon.com

Order Confirmation

Order #113-8854316-4603401

PO# Police Dept

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:

**Tuesday, April 4-
Friday, April 7**

Your shipping speed:

Standard Shipping

Your order will be sent to:

**Rusk City Hall
RUSK, TX
United States**

Order Details

Order Details

Order #113-8854316-4603401

Placed on today, March 29



PNY NVIDIA Quadro P400 Professional Graphics
Board - (VCQP400-PB) Graphic Cards
Personal Computers
Sold by IT Electronix
Condition: New

\$121.03

Order Total:

\$121.03

Pam Tyer

From: Sam's Club <transaction@info.samsclub.com>
Sent: Wednesday, March 8, 2023 4:52 PM
To: Pam Tyer
Subject: Thanks for your Sam's Club order 10046642839

sam's club

Police Dept.

10-52635-20

Order 10046642839



Thanks for your order, Pamela!

We're processing your **order 10046642839** and will email you when it ships. Thanks for shopping with us.

[See your order status](#)

Items to ship (1)

Pam Tyer
205 S Main St, Rusk, TX 75785

Shipment 1 of 1



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

\$33.28
\$33.28 each

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)	\$33.28
Sales tax	\$0.00
Shipping costs	\$8.60

Paid online **\$41.88**

Paid with MASTERCARD *0529 **\$41.88**

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



Pampers Cruisers Stay-Put Fit Diapers (Choose Your Size)

Shop Now

Sam's Exclusives



Member's Mark Purified Water (16.9 fl. oz., 40 pk.)

Shop Now



Topo Chico Sparkling Mineral Water (16.9 fl. oz., 18 pk.)

Shop Now

Sam's Exclusives



Member's Mark Ultra Premium Soft & Strong 2-Ply Toilet...

Shop Now

Your Club

Get the App Your Account Your Club

Pickup | Instant Savings | All Services



Delivery Ticket



EMERGENCY CONTACT

CHEMTREC

800-424-9300



SOLD BY Automatic Propane Gas and Supply, LLC
 3023 North Jackson St.
 Jacksonville TX 75766
 903-586-9026

12258180762

Customer CSGWL

Order 08417490-00

Order Date 03/28/23

Page 001 OF 002

SHIP TO CITY OF RUSK
 CASH SALES

24-54309

TOWN JACKSONVILLE TX 75766
 903-586-9026

card: CARD A C.H. Fence

Name	CASH JACKSONVILLE, TX
P/O Number	
Rel Number	
Phone	903-586-9026 Ship Date: 03/28/23

Territory	000	Ship Via	PICKUP -NONE-
Salesperson	WLH	Other Zone	00 UPS Zone 0
Branch	GWL	COL/PPD	PREPAID
Status	SEL	Route	

Initials	ST
Order Type	CC -COD
Date/Time	28-MAR-23 01:46PM
Username	swarren

QTY SHIPPED	UOM	H M	ID NUMBER	DESCRIPTION HAZARD CLASS	LINE NO.	ITEM NUMBER	LOC	QTY ORDERED	QTY BKORD	BIN LOC	WEIGHT	UNIT AMOUNT	EXTENDED AMOUNT
			*****	COD ORDER *****									
50	EA			METABO 6"X.040"X7/8" TYPE 1 CUT OFF DISC A60TZ STEEL/SS (ALT #69961) (860008)	1	MET 655339000	GWL	50			.00	3.0707	153.54 N
1	EA			TWIN HOSE 1/4 X 50' GRADE T W/ BB FITTINGS	2	WLM 14TX50	GWL	1	0		.00	70.13	70.13 N
1	EA			WESTERN 30 HOSE COUPLER (C-50) TO HOSE) (C-50)	3	WES 30	GWL	1			.00	2.2801	2.28 N
1	EA			WESTERN 31 HOSE COUPLER (C-51) CONCOA# 803-0012 000300343 TO HOSE) (C-51)	4	WES 31	GWL	1			.00	2.0260	2.03 N
5	EA			NORTON FLAP DISC 4-1/2X5/8-11 R822 60X	5	NOR 63642503528	GWL	5			.00	10.500	52.50 N
20	LB			WASHINGTON 7018 3/32X10 ELECTRODE	6	WAS TE701801	GWL	20	0		.00	3.11	62.20 N
10	LB			WASHINGTON 6011 1/8X10	7	WAS TE601102	GWL	10			.00	2.988	29.88 N
1	EA			CUTSKILL 2-1-101 VICTOR STYLE ACETYLENE TIP	8	VIC CS11012	GWL	1			.00	12.641	12.64 N
1	EA			CUTSKILL 000-1-101 VICTOR STYLE ACETYLENE TIP	9	VIC CS1101000	GWL	1			.00	12.641	12.64 N
10	EA			NORTON 4-1/2"X1/4"X5/8"-11 XXL GEMINI XXL GRINDING DISC T27 A24	10	NOR 66252843785	GWL	10	0		.00	6.249	62.49 N
1	EA			HAZARDOUS MATERIAL CHARGE	11	HAZ SUR4	GWL	1			.00	7.46	7.46 N
3	PR			TILLMAN 1428XL DRIVE GLOVE	13	TIL 1428XL	GWL	3	0		.00	13.459	40.38 N
117	FT			KALAS #2 WELD CABLE 250 FT.	14	KAL 640077.01.04	GWL	117	0		.00	2.18	255.06 N

This is to certify that the here-in named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS OFFERED FOR CARRIER VEHICLES ACCORDING TO EXISTING REGULATIONS

THE BUYER NAMED IN THIS SHIPPING TICKET, BY ACCEPTANCE OF THE GOODS SPECIFIED HEREIN, ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS LOCATED ON THE GAS AND SUPPLY WEBSITE UNDER CUSTOMER TERMS AND CONDITIONS www.gasandsupply.com/goto/terms 20% RESTOCKING FEE ON ALL RETURNED GOODS

Sign: Chris Colson PRINT: _____ Date: 3-28-23 Gas and Supply Rep: _____

Delivery Ticket



EMERGENCY CONTACT

CHEMTREC

800-424-9300



SOLD Automatic Propane Gas and Supply, LLC
 3023 North Jackson St.
 Jacksonville TX 75766
B 903-586-9026
Y

12258182674

Customer CSGWL

Order 08417490-00

Order Date 03/28/23

Page 002 OF 002

SHIP CITY OF RUSK
 CASH SALES
T JACKSONVILLE TX 75766
O 903-586-9026

Name	CASH JACKSONVILLE, TX	Territory	000	Ship Via	PICKUP	-NONE-	Initials	ST	
P/O Number		Salesperson	WLH	Other Zone	00	UPS Zone	0	Order Type	CC -COD
Rel Number		Branch	GWL	COL/PPD	PREPAID		Date/Time	28-MAR-23 01:46PM	
Phone	903-586-9026	Status	SEL	Route			Username	swarren	
	Ship Date: 03/28/23								

QTY SHIPPED	UOM	H M	ID NUMBER	DESCRIPTION HAZARD CLASS	LINE NO.	ITEM NUMBER	LOC	QTY ORDERED	QTY BKORD	BIN LOC	WEIGHT	UNIT AMOUNT	EXTENDED AMOUNT
			*****	COD ORDER *****									
1	EA			ULTRAFLEX ORANGE	17	TWE 9110-1101	GWL	1			.00	27.000	27.00 N
				TWECO A-532 200 AMP HOLDER EACH									
3	EA			Lenco L-1020 POWER CABLE LUG	18	LEN 07020	GWL	3			.00	2.741	8.22 N
1	EA			Lenco ARC FORCE ARC-S500 500AMP GROUND CLAMP	19	LEN 042050	GWL	1	0		.00	12.67	12.67 N
4	EA			BEST WELDS CR-39 2"X4-1/4" COVER LENS	20	ANC SP-1	GWL	4	0		.00	0.6497	2.60 N
1	EA			SHOE HANDLE WIRE BRUSH, 200-0190 (85051) CARBON 4"X16"	21	ANC 387	GWL	1			.00	2.3008	2.30 N
1	EA			WELDCOTE COIL CHIPPING HAMMER CONE & CHISEL	22	WLM CONECHISEL	GWL	1	0		.00	7.488	7.49 N
				1-75-6000657-3 Tax ID Number									
				Safety Data Sheets at gasandsupply.com/sds									
												Subtotal	823.51
												Tax	.00
												Total Sale	823.51
												CCD Rcvd	823.51
MC				****3028		Entry: Manual						Merchant ID: 529000055435	
Terminal ID: 1				Transaction ID: 1429342019		Auth: 02857C						Trx type: PRE_AUTH	
Hostresponsecode: 00				Network Label: False									

My signature on this document indicates I agree to pay the credit card total according to my card issuer agreement

This is to certify that the here-in named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS OFFERED FOR CARRIER VEHICLES ACCORDING TO EXISTING REGULATIONS
 THE BUYER NAMED IN THIS SHIPPING TICKET, BY ACCEPTANCE OF THE GOODS SPECIFIED HEREIN, ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS LOCATED ON THE GAS AND SUPPLY WEBSITE UNDER CUSTOMER TERMS AND CONDITIONS www.gasandsupply.com/goto/terms
 20% RESTOCKING FEE ON ALL RETURNED GOODS

Sign: Chris Ochoa PRINT: _____ Date: 3-28-23 Gas and Supply Rep: _____

Chicago Distribution Center

11030 S. Langley Ave.

Chicago, IL 60628

Customer Service : (800) 621-2736 (U.S. & Canada)
(773) 702-7000 (International)
custserv@press.uchicago.edu

Credit & Collections : (800) 521-8412 (U.S. & Canada)
(773) 702-7094 (International)
acctrec@press.uchicago.edu

Federal Tax I.D. : 362177139

BILL ONLY INVOICE

Invoice No. : 11814164

Invoice Date : 03/28/2023

BillTo No. : E732966

Ordered By : E732966

Terms : Net 30

P.O. No. : CCREF

Shipped Via :

Date Shipped :

B CHRISTINE CAMPLAIN
I 207 E 6TH ST
L SINGLETARY MEMORIAL LIBRARIAN
L RUSK, TX 75785-1103
T
O

O CHRISTINE CAMPLAIN
R 207 E 6TH ST
D SINGLETARY MEMORIAL LIBRARIAN
E RUSK, TX 75785-1103
R

10-56415-45

Order Comments:

YOUR REFUND, IN THE AMOUNT SHOWN BELOW HAS BEEN CREDITED TO YOUR BANK CARD.

*****RETURN TO HEATHER*****

Qty	ISBN	Title	P.O. No.	Unit Price	Discount	Amount
-----	------	-------	----------	------------	----------	--------

Miscellaneous Charges:

Credit Card Refund

14.01

0 items

Product Totals: 14.01
Sales Tax : 0.00
S&H : 0.00

BILL ONLY INVOICE

Pay This Amount:

\$14.01

We must be notified of discrepancies within 30 days.

Page: 1

- U.S. Funds Only -



RUSK
112 W 5TH ST
RUSK, TX 75785-9998
(800)275-8777

03/15/2023 10-58325-45 01:43 PM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

Media Mail®	1		\$13.00
Chambersburg, PA 17202			
Weight: 14 lb 7.0 oz			
Estimated Delivery Date			
Tue 03/21/2023			
Tracking #			
9549 0101 1912 5074 2368 92			

Total: \$13

Card Remit \$13

Card Name: MasterCard
Account #: XXXXXXXXXXXX4992
Approval #: 01583C
Transaction #: 069
ID: A000J000041010
Type: Mastercard
BIN: Not Required

Chip

CRISIS CTR CHEROKEE CTY
700 E CHEROKEE
JACKSONVILLE TX 75766

10-53508-45
SALE

MID: 6710 Store: 2718 Term: 0001
REF#: 00000004

Batch #: 828 RRN: 307716667827
03/18/23 11:51:21

Trans ID: 0318MCBEET293

APPR CODE: 01879C

MASTERCARD Chip
*****4992 **/**

AMOUNT \$8.00

APPROVED

Mastercard
AID: A0000000041010
TVR: 00 00 00 80 00
TSI: E8 00

←
Return duplicate
books

↑
3 new paintings hanging
in Stairwell

Use your tracking number to 28777 (2USPS)
to get the latest status. Standard Message
Data rates may apply. You may also
visit www.usps.com USPS Tracking or call
1-800-22-1811

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informed.delivery.usps.com>

Prices are sales final on stamps and postage.
Returns for guaranteed services only.
Thank you for your business.

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



or call 1-800-410-7420.

UFN: 487865-0785
Receipt #: 840-57520308-2-3264095-2
Clerk: 08



The Reading Warehouse
 PO Box 41328
 North Charleston, SC 29423

Invoice No: 224531

Invoice Date: 03/20/2023

"We've Got Reading Covered"

Toll-free: 866-391-7323

Fax: 866-546-2544

email: customerservice@thereadingwarehouse.com

website: www.thereadingwarehouse.com

Bill To:

Ship To: 10-56415-45

Christine Camplain Singletary Memorial Library 207 E 6TH ST RUSK, TX 75785-1103 903-683-5916	Christine Camplain Singletary Memorial Library 207 E 6TH ST RUSK, TX 75785-1103 903-683-5916
---	---

#	ISBN/ISBN-13	Title	Price	Qty	Total
1	053120233X / 9780531202333	Tutankhamun	0.50	1	0.50
2	0822569906 / 9780822569909	Between Two Worlds	0.50	1	0.50
3	0531164896 / 9780531164891	The Solar System: An A-Z Guide	0.50	1	0.50
4	0516204424 / 9780516204420	The Hubble Space Telescope	0.50	1	0.50
5	1403491437 / 9781403491435	The Printing Press	0.50	1	0.50
6	1618101005 / 9781618101006	I Look Like My Mother	0.50	1	0.50
7	1617417858 / 9781617417856	Inventors and Discoveries	0.50	2	1.00
8	1618101218 / 9781618101211	The Nervous System	0.50	1	0.50
9	1615903216 / 9781615903214	Infections, Infestations, and Diseases	0.50	1	0.50
10	0756516005 / 9780756516000	Wilma Mankiller	0.50	1	0.50
11	1615903240 / 9781615903245	You Can't Wear These Genes	0.50	1	0.50
12	075650998X / 9780756509989	Zebulon Pike: Explorer and Soldier	0.50	1	0.50
13	0756535131 / 9780756535131	The Monongah Mining Disaster	0.50	1	0.50
14	0756518709 / 9780756518707	Jim Bridger	0.50	1	0.50
15	0794432034 / 9780794432034	The Guardian Hero	0.50	1	0.50
16	0756511992 / 9780756511999	Australia	0.50	1	0.50
17	1467779261 / 9781467779265	Andrew Jackson's Presidency	0.50	1	0.50

18	0756502519 / 9780756502515	John Adams	0.50	1	0.50
19	0756502624 / 9780756502621	Franklin Pierce	0.50	1	0.50
20	146776342X / 9781467763424	Monsters of the Gods	0.50	1	0.50
21	1568462239 / 9781568462233	The Girl in Red	0.50	1	0.50
22	1568462689 / 9781568462684	The Adventures of Tom Sawyer	0.50	1	0.50
23	1625881428 / 9781625881427	Experiments with Water	0.50	1	0.50
24	1625881401 / 9781625881403	Experiments with a Lemon	0.50	1	0.50
25	1625881436 / 9781625881434	Experiments with a Ruler	0.50	1	0.50
26	162588141X / 9781625881410	Experiments with a Flashlight	0.50	1	0.50
27	1984851543 / 9781984851543	Reach for the Skai: How to Inspire, Empower, and Clapback	0.50	1	0.50
28	089812994X / 9780898129946	Harnessing Energy: Coal Power	0.50	1	0.50
29	054723631X / 9780547236315	The Taxing Case of the Cows	1.00	1	1.00
30	0836858115 / 9780836858112	The Great Pyramid Of Giza	1.00	1	1.00
31	0516222805 / 9780516222806	Pie Pan Mania	1.00	1	1.00
32	0531121690 / 9780531121696	The Nez Perce	1.00	1	1.00
33	0516227777 / 9780516227771	The Iroquois	1.00	1	1.00
34	0822560674 / 9780822560678	Musk Oxen	1.00	1	1.00
35	0756510694 / 9780756510695	Samuel Adams	1.00	1	1.00
36	1604725192 / 9781604725193	Los Vaqueros del Rodeo/Rodeo Steer Wrestlers	1.00	1	1.00
37	1432920197 / 9781432920197	La vida silvestre en peligro de extincion / Wildlife in Danger of Extinctio	1.00	1	1.00
38	1432917757 / 9781432917753	Tarjetas de credito y cheques / Credit Cards and Checks	1.00	1	1.00
39	162991813X / 9781629918136	Manosaurs Vol. 1: Walk Like a Manosaur	1.50	1	1.50
40	132874213X / 9781328742131	Life Hacks for Kids	1.66	1	1.66
41	076963916X / 9780769639161	Probability and Logic: Grade 6	1.69	1	1.69
42	0399539492 / 9780399539497	Doctor Who Villains and Monsters Mad Libs	1.66	1	1.66
43	039954139X / 9780399541391	Total Divas Mad Libs	1.66	1	1.66
44	1524792144 / 9781524792145	Nightmare at Camp Smelly Lake	1.66	1	1.66

45	0374443300 / 9780374443306	Leon's Story	2.19	1	2.19
46	1580891845 / 9781580891844	The Story of the Samson	2.19	1	2.19
47	0753460858 / 9780753460856	The Periodic Table	2.19	1	2.19
48	0753463148 / 9780753463147	Rocks & Minerals	2.19	1	2.19
49	0753462141 / 9780753462140	Physics	2.19	1	2.19
50	1582349231 / 9781582349237	The Frog Princess	2.19	1	2.19
51	0448031493 / 9780448031491	Ruth Heller's Designs for Coloring Butterflies	2.19	1	2.19
52	1842297422 / 9781842297421	How to Draw 101 Monsters	2.19	1	2.19
53	0753464195 / 9780753464199	Math	2.19	1	2.19
54	0753464136 / 9780753464137	Chemistry	2.19	1	2.19
55	0140365257 / 9780140365252	Easy Origami	2.19	1	2.19
56	0753465124 / 9780753465127	Gold Rush and Riches	2.19	1	2.19
57	0753465116 / 9780753465110	Wagon Trains and Settlers	2.19	1	2.19
58	0753465108 / 9780753465103	Cowboys and the Wild West	2.19	1	2.19
59	0753466740 / 9780753466742	Leonardo daVinci	2.19	1	2.19
60	0753466732 / 9780753466735	Cleopatra	2.19	1	2.19
61	0618111190 / 9780618111190	The Snake Scientist	2.19	1	2.19
62	0395913624 / 9780395913628	Orphan Train Rider	2.19	1	2.19
63	0822564424 / 9780822564423	Porcupines	2.19	1	2.19
64	0736848134 / 9780736848138	The Cheyenne: Hunter-Gatherers of the Northern Plains	2.19	1	2.19
65	0736848185 / 9780736848183	The Pueblo	2.19	1	2.19
66	0736844635 / 9780736844635	Benjamin Franklin	2.19	1	2.19
67	0375844953 / 9780375844959	A Faraway Island	2.19	1	2.19
68	0843177365 / 9780843177367	Grossology and You	2.19	1	2.19
69	0756509475 / 9780756509477	Grasslands	2.19	1	2.19
70	1432914626 / 9781432914622	Using Electricity	2.19	1	2.19
71	0395284252 / 9780395284254	Motel of the Mysteries	2.19	1	2.19

72	1481440950 / 9781481440950	The Trials, 2	8.49	1	8.49
73	1481440934 / 9781481440936	The Red	2.19	1	2.19
74	1481440977 / 9781481440974	Going Dark	2.19	1	2.19
75	0544455916 / 9780544455917	The Life and Death of Adolf Hitler	2.19	1	2.19
76	0671628771 / 9780671628772	Certain People: American Jews and Their Lives Today	2.19	1	2.19
77	0765382555 / 9780765382559	Riders	2.19	1	2.19
78	0544925467 / 9780544925465	Troy	2.19	1	2.19
79	035810825X / 9780358108252	Not Even Bones, Volume 1	2.19	1	2.19
80	0358348943 / 9780358348948	Only Ashes Remain	2.19	1	2.19
81	035856980X / 9780358569800	When Villains Rise	7.29	1	7.29
82	1571313257 / 9781571313256	Ecology of a Cracker Childhood	2.19	1	2.19
83	0061129755 / 9780061129759	The Bingo Palace (P.S Novel)	2.99	1	2.99
84	0976784173 / 9780976784173	The Code of Distinction	2.99	1	2.99
85	0061430994 / 9780061430992	Love Sucks!	2.99	1	2.99
86	0547263678 / 9780547263670	The Clearing	2.99	1	2.99
87	0452296218 / 9780452296213	The Bride's Farewell	2.99	1	2.99
88	0061624780 / 9780061624780	The Map of True Places	2.99	1	2.99
89	0143119516 / 9780143119517	The White Woman on the Green Bicycle	2.99	1	2.99
90	0452296757 / 9780452296756	Dolci di Love: A Novel	2.99	1	2.99
91	0547581297 / 9780547581293	Ladies in Waiting	2.99	1	2.99
92	1416599096 / 9781416599098	Bury Me Deep	2.99	1	2.99
93	0062019090 / 9780062019097	The Outlaw Viking	2.99	1	2.99
94	1935507567 / 9781935507567	Saint: The Mystery of Mallorca	2.99	1	2.99
95	0842382682 / 9780842382687	The Prophet: Amos	2.99	1	2.99
96	143476477X / 9781434764775	Thief	2.99	1	2.99
97	0809595524 / 9780809595525	Wylder's Hand by J. Sheridan LeFanu, Fiction, Literary	2.99	1	2.99
98	1616382740 / 9781616382742	Darkness Follows	2.99	1	2.99

99	0061980943 / 9780061980947	The Betrayal	2.99	1	2.99
100	0800737466 / 9780800737467	Here's to Friends	2.99	1	2.99
101	0310281520 / 9780310281528	Heaven Help Helen Sloane	2.99	1	2.99
102	0141392150 / 9780141392158	No Way Back	2.99	1	2.99
103	1401684947 / 9781401684945	Smitten	2.99	1	2.99
104	0061547484 / 9780061547485	My Sister, My Love	2.99	1	2.99
105	1433832887 / 9781433832888	Older Women Who Work: Resilience, Choice, and Change	53.99	1	53.99
106	0545131952 / 9780545131957	The Miracle Stealer	2.99	1	2.99
107	0451463625 / 9780451463623	Magic at the Gate	6.79	1	6.79
108	0451463919 / 9780451463913	Magic on the Hunt	2.99	1	2.99
109	0451463277 / 9780451463272	Magic on the Storm	7.64	1	7.64
110	1433671174 / 9781433671173	Race Against Time	2.99	1	2.99
111	0670867756 / 9780670867752	The Woman Who Walked Into Doors	2.99	1	2.99
112	1496231309 / 9781496231307	History of Theory and Method in Anthropology	28.50	1	28.50
113	1526759381 / 9781526759382	The 1066 Norman Bruisers: How European Thugs Became English Gentry	27.49	1	27.49
114	0760367248 / 9780760367247	Black & Decker the Book of Home How-To, Updated 2nd Edition: Complete Photo	25.60	1	25.60
115	1577311396 / 9781577311393	The Complete Book of Essential Oils and Aromatherapy, Revised and Expanded:	17.25	1	17.25
116	0802159745 / 9780802159748	The Hundred Waters	16.64	1	16.64
117	080212481X / 9780802124814	The Wonder Garden	11.68	1	11.68
118	0802148816 / 9780802148810	The Paper Wasp	11.68	1	11.68
119	9780545888943	Eight Frightening Goosebumps Box Set	18.99	1	18.99
120	9781481420310	The Cupcake Diaries Collection: 8 Book Box Set by Coco Simon Paperback	18.99	1	18.99
121	0807599891 / 9780807599891	Super Schnoz Boxed Set #1-3	16.99	1	16.99
122	0765396483 / 9780765396488	Southern Sun, Northern Star	9.48	1	9.48
123	0765396459 / 9780765396457	Storm from the East	10.19	1	10.19
124	1416983406 / 9781416983408	The Lost Crown	15.29	1	15.29
125	1250250544 / 9781250250544	Silver Batal and the Water Dragon Races	12.74	1	12.74

126	1419762176 / 9781419762178	The Underground Abductor: Bigger & Badder Edition (Nathan Hale's Hazardous	12.79	1	12.79
127	0593126963 / 9780593126967	Spice Road	12.79	1	12.79
128	0593378016 / 9780593378014	The Wicked Bargain	12.15	1	12.15
129	0593425421 / 9780593425428	Everyone Loves Lunchtime But Zia	12.15	1	12.15
130	0744028493 / 9780744028492	The Astronomy Book	11.51	1	11.51
131	1465481222 / 9781465481221	The Science Book: Big Ideas Simply Explained	11.51	1	11.51
132	9780241350362	The Maths Book: Big Ideas Simply Explained DK	11.51	1	11.51
133	1465473912 / 9781465473912	The Economics Book: Big Ideas Simply Explained	11.51	1	11.51
134	1984893874 / 9781984893871	Lasagna Means I Love You	11.51	1	11.51
135	0545682428 / 9780545682428	A Night Divided	10.87	1	10.87
136	0735269300 / 9780735269309	The Big Sting	10.87	1	10.87
137	0593175212 / 9780593175217	Not an Easy Win	10.87	1	10.87
138	0316668583 / 9780316668583	A Perfect Mistake	10.87	1	10.87
139	1442446617 / 9781442446618	Unravel	9.34	1	9.34
140	1338846620 / 9781338846621	Cat Kid Comic Club: Collaborations: A Graphic Novel (Cat Kid Comic Club #4)	8.31	1	8.31
141	1984818546 / 9781984818546	No Plan B: A Jack Reacher Novel	21.16	1	21.16
142	1948967456 / 9781948967457	Killer Year: Stories to Die For	20.43	1	20.43
143	1416550550 / 9781416550556	The Forgotten Garden	13.14	1	13.14
144	1439152810 / 9781439152812	The Secret Keeper	13.14	1	13.14
145	1632352915 / 9781632352910	12 Ancient Mysteries	2.99	1	2.99
146	1632352931 / 9781632352934	12 Frightening Tales of Alien Encounters	2.99	1	2.99
147	163235294X / 9781632352941	12 Notorious Ghosts	2.99	1	2.99
148	1632352974 / 9781632352972	12 Terrifying Monsters	2.99	1	2.99
149	1628323698 / 9781628323696	Are They Real?: Bigfoot	2.19	1	2.19
150	162832371X / 9781628323719	Are They Real?: Fairies	2.19	1	2.19
151	1628323728 / 9781628323726	Are They Real?: Loch Ness Monster	2.19	1	2.19
152	0593432967 / 9780593432969	Ben Yokoyama and the Cookie Thief	8.31	1	8.31

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CITY OF RUSK
City Council Meeting Minutes
Thursday, April 13, 2022

CALL MEETING TO ORDER

The Rusk City Council met on Thursday April 13, 2023, at the City Council Chambers, Rusk Civic Center 555 Euclid Street, Rusk, Texas. Mayor Middlebrooks called the meeting to order at 5:31 P.M.

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

Absent: 0

Staff present Amanda Hill, Bob Goldsberry, Cinda Etheridge, and Anthony King,

INVOCATION

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

PLEDGES OF ALLEGIANCE

1. *United States*
2. *Texas*

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

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.

Mayor Ben Middlebrooks spoke stating that Jan Pate and Ken Ferrara both signed the application for the special use permit for the Thomas J Rusk hotel.

The city received a letter to remove Ken Ferrara from the application. The chairperson closed the public hearing or the citizens comments. Ken Ferrara thought that he could present the case to the planning and zoning board. Ken should have spoken during the public hearing.

Mr. Middlebrooks has heard numerous complaints about moving the city hall to the Chapman building. The existing city hall is inadequate. The bid or the work being done on the Chapman building is approximately \$100 per square foot. You cannot build a house for this price.

There have been other comments about Musick Park. Musick Park was an experiment. There will be family movies shown. Comments have been made that if we can spend money on the park why not spend it on the pool. I don't have a vote but having the pool and the functions at Musick Park are two separate items.

Mr. Pate called a council member stating that I cannot be Mayor because I do not live within the city limits. I am at The Gables daily. There have been opinions from the Attorney General's Office about what to do if you own more than one home. I have asked the Attorney General how many days I must sleep at the Gables to be eligible. The Attorney General said that is up to me, but I am eligible to be Mayor.

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.**

Gene Kennon with Republic Waste services was present and wanted to invite everyone to a customer appreciation luncheon Wednesday between 11:00 to 200 p.m. at the Jacksonville Landfill.

Ken Ferrara feels that his civil rights were violated at the last planning and zoning meeting. Mr. Ferrara requested a meeting with the city manager and city secretary requesting a copy of the ordinance or rule that I violated. I was told that they didn't have to give it to me. I then asked for a recording of the meeting and that will take up to ten days.

I feel the City of Rusk is on a man hunt for Jan Pate.

Mr. Ferrara doesn't feel that Chris Baker should be on the ballot for city council member District 2 because he was not a registered voter before completing the application to be a candidate.

Mr. Ferrara would still like to know why he could not speak at the April 11, 2023 planning and zoning meeting. My civil rights are violated.

Monica Thomasson spoke stating that the reason people do not get involved or speak out at the public hearings is due to the constant threats, bullying and the shenanigans from the hotel people. I hope that the citizens will continue to speak on the position of what is right and what is wrong. I don't care what is said to me. I hope the people will still do what is right regardless of if it is sending text messages to a candidate that I have influence over twenty to thirty people. Depending on what you say if they will vote for you. We will see how my sway will go. That is the integrity and character of the people we are dealing with.

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.

Motion: Council Member Frances Long moved to approve the consent agenda items minus the minutes due to not in the packet.
Martha Neely seconded the motion.

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

Motion passed unanimously.

6. PUBLIC HEARING(S):

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.

The public hearing started at 6:03 p.m.

Mayor Ben Middlebrooks read the motion that was recommended by the Rusk Planning and Zoning Board.

Board Member Susan Haines recommends denial of the Special Use Permit for 24 units.
Motion was seconded by Kathy Harris

Aye: Board Member Kathy Harris
Board Member Larry Moody
Board Member Susan Haines

Nay: Board Member Shana Ferrara

Absent: Board Member Adam Wick

Motion to deny passed 3 to 1.

Board Member Kathy Harris moved to approve a Special Use Permit for ten (10) to twelve (12) rooms or apartments with the staff recommendations being met.

Motion was seconded by Susan Haines.

Aye: Board Member Kathy Harris
Board Member Larry Moody
Board Member Susan Haines

Nay: Board Member Shana Ferrara

Absent: Board Member Adam Wick

Motion passed 3 to 1.

STAFF'S RECOMMENDED CONDITIONS: For the reasons stated herein, City staff makes the following recommendations:

Staff recommends approval of the Special Use Permit with the following conditions:

1. To protect neighboring businesses, it is recommended that the applicant, Jan Pate, advise all prospective tenants that there shall be no loitering, laying, sleeping, or any other similar activities on the public sidewalks that could negatively impact downtown businesses or their customers.
2. It is recommended that approval be based on whether or not residential use on the second floor of the TJ Rusk building will benefit the public as a whole and is ultimately in the best interest of everyone.
3. If so, staff recommend that the total number of dwelling units should be between 12 to 15, as determined by the Commission and approved by the Council.
4. All phases of the project shall adhere to all Zoning regulations.

Mayor Ben Middlebrooks spoke to the city council to make a motion to allow Jan Pate and Ken Ferrara to work together for the dual presentations. This is under Procedure Ordinance 42.15 to allow us to act as one for the presentation.

Motion: Motion was made by Kendall Shoemaker to allow dual presentation at the podium, allowing Jan Pate and Ken Ferrara to handle the presentation of the public hearing together.

Zack McNew seconded the motion.

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

Jan Pate spoke stating that the reason he would like Ken Ferrara to speak on his behalf is because he is a softer speaking person than I am.

Ken Ferrara said that each room is a concrete box at the hotel. It is cement not plaster. It is a great firewall. The doors are fire rated. They will each have a peep hole. There will be a half dead bolt on each door.

There will be a smoking area. Your concern about the quality of people in the building should be eliminated.

There is no way you can survive with less than fifty percent occupancy.

There was confusion about air conditioning in the windows. We are going to install PTAC in each room. There will not be window units hanging out the windows.

There is a fire exit on the second floor.

The building does have a sprinkler system installed.

Some rooms have two bathrooms in them, of which one will be converted into a closet.

We want to hire a management company to conduct the leasing. There is only so much that can be done with the existing laws.

We would like to start with 12-15 rooms. We have 17 parking spots available plus the lot behind the hotel.

Ken Ferrara stated the project will not be done unless it is done correctly.

Chris Baker stated that it is a good idea, but they have already proven that they will not abide by the rules by their past behavior.

Dana Philibert asked how many units are being asked for. I feel 24 is too many. I believe 12 to 15 units is a good start. Are we being presented with the overall plan. The square is our community.

Mark Raiborn said that everyone's concerns are the same as last year. We were promised several items and it did not happen. They are promising the same thing.

I am not for it and hope you vote against it.

Monica Thomasson said the idea is beautiful. But is against the idea.

Shannon Woolard talked and said she moved to Rusk two years ago. They allowed a child predator to live there last year. There are several events with children involved around the squares. Please keep this in mind when voting.

Cheryl Rae Willis said that Mr. Pate cannot discriminate against people when leasing. Looking at the plans it shows that 11 of the rooms do not have any windows. You can't rent a room without an operational window.

Jane Pate spoke and said everyone has a past that does not determine their future. Every room will have a window. There will be a common area for people to smoke. There is a fire escape that will be usable.

We are here to make Rusk great again. Mr. Pate said the building is up to code and the renovations will make it more presentable. A nice place to live.

Jan Pate said the time frame for the façade is in Phase II. It should take a year. The new windows and the front elevation will be done all at once. We want to get some rooms completed and move 4 to 5 renters in and then complete more units.

The public hearing ended at 7:14 p.m.

7. ACTION ITEM:(S)

A. Discuss and consider Ordinance for the Special Use Permit.

Motion: Mayor Pro Tem Walter Session moved to approve the planning and zoning recommendations of 12 units with the staff recommendations

Motion died due to no second.

Motion: Frances Long moved to approve 10 units with the staff recommendations being met.
Walter Session seconded the motion.

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

Nay: Council Member Kendall Shoemaker, Council Place 1

B. Discuss and consider swimming pool operations 2023.

No action taken. Request a work session to discuss. Scheduled for Thursday April 27, 2023 at 5:30p.m.
The workshop took place Monday May1, 2023.

C. Discuss and consider a tax abatement agreement with East Texas Auto Finance (Huggins).

Motion: Frances Long moved to the tax abatement agreement with East Texas Auto Finance (Huggins).
Mayor Pro Tem Walter Session seconded motion.

Aye: Mayor Pro Tem Walter Session, Council Place 2
Council Member Kendall Shoemaker, Council Place 1
Council Member Zac McNew, Council Place 3

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

Motion passed unanimously.

D. Discuss and consider personnel policy change.

Amanda Hill explained, as you know, we continue to struggle with staffing issues in the Police Department. 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.

Motion: Kendall Shoemaker moved to eliminate compensation time and go to paying overtime. The city will pay out what is currently owed in the compensation time.
Martha Neely seconded the motion.

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

Motion passed unanimously.

- 8. EXECUTIVE SESSION(S):** The City Council will enter Executive Session to discuss and consider the following-
- a. Government Code Section 551.071 litigation and certain consultation with attorney. Cause No 2021090267 and Cause No. 2022060132 and any other related issues.

No executive session.

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

- 10. ANNOUNCEMENTS(S):** Comments may be made by Council or Staff on the following topics without specific notice: expressions of thanks, congratulations, or condolences. information on holiday schedules; recognition of public officials, employees, or citizens other than employees or officials whose status may be affected by the council through action; reminders of community events.

NO ACTION MAY BE TAKEN ON THESE ITEMS

Juneteenth parade and program at Conley Park Saturday June 17, 2023. Parade starts at 10:00a.m.

Early voting starts April 24, 2023. Election day is May 6, 2023.

11. **CITY MANAGER’S REPORT(S):** Water Projects, Wastewater Projects, Drainage Projects, Road Projects, Capital Improvement Projects, Special Projects and Developments and Departmental Reports. **NO ACTION MAY BE TAKEN ON THESE ITEMS.**
12. **ADJOURN**

Being no further business, the meeting adjourned at 7:41 p.m.

PASSED AND APPROVED this 15 day of June 2023.

Ben Middlebrooks, Mayor

ATTEST:

Cinda Etheridge, City Secretary

CITY OF RUSK
City Council Workshop Minutes
Monday, May 1, 2023

CALL MEETING TO ORDER

The Rusk City Council met in a workshop on May 1, 2023 at the City Council Chambers, Rusk Civic Center 555 Euclid Street, Rusk, Texas. Mayor Ben Middlebrooks called the meeting to order at 5:30 p.m.

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

Absent: Mayor Pro Tem Walter Session, Council Place 2

Staff present Amanda Hill, Bob Goldsberry and Cinda Etheridge.

1. Discuss and consider swimming pool operation.

The workshop ended at 5:49 p.m.

The City Council Special Council Meeting started at 5:50 p.m.

1. Call to order.
2. Discuss and consider swimming pool operation.

Motion: Council Member Kendall Shoemaker moved to contract with Stephanie Wick to manage the city swimming pool for summer season 2023 with the request of good records being kept.
Frances Long seconded the motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Absent: Mayor Pro Tem Walter Session, Council Place 2

Motion passed unanimously.

Adjourn.

Being no further business, the meeting was adjourned at 5:55 p.m.

PASSED AND APPROVED this 15 day of June 2023.

Ben Middlebrooks, Mayor

ATTEST:

Cinda Etheridge, City Secretary

CITY OF RUSK
City Council Meeting Minutes
Thursday, May 11, 2023

CALL MEETING TO ORDER

The Rusk City Council met in regular session on May 11, 2023, at the City Council Chambers, Rusk Civic Center, 555 Euclid Street, Rusk, Texas. Mayor Middlebrooks called the meeting to order at 5:30 P.M.

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

Absent: Mayor Pro Tem Walter Session, Council Place 2

Amanda Hill, Bob Goldsberry, Cinda Etheridge, and Chief Scott Heagney.

INVOCATION

Mayor Ben Middlebrooks gave the invocation.

PLEDGES OF ALLEGIANCE

1. United States
2. Texas

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

Swearing in of recently elected Mayor and Councilmembers for District 1 and 2. Mayor Ben Middlebrooks was sworn in. Walter Session was absent due to car problems and will be sworn in May 12, 2023. District 1 Council Member will be sworn in after the June 10, 2023 runoff election.

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

None

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.

None

5. **CONSENT AGENDA:**

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

Motion: Council Member Kendall Shoemaker moved to approve the consent agenda with the corrections to the April 3, 2023 line item seven (7) should be Frances Long seconded the motion.
Martha Neely seconded the motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Absent: Mayor Pro Tem Walter Session, Council Place 2

Motion passed.

6. **PUBLIC HEARING(S):**

PUBLIC NOTICE is hereby given that on the 18th day of April 2023, Billy & Norma Niederhofer, hereinafter called applicant, filed a major plat application requesting the Planning and Zoning Commission review and approve a fifteen (15) lot subdivision in accordance with the Subdivision Ordinance of the City of Rusk, Texas. The creation of four or more lots requires Planning and Zoning approval. The property details and location of the proposed subdivision are as follows.

The property under consideration is undeveloped and located at the corner of Jordan Street and Ellis Street. There is no physical address for this property at this time. However, the property is described as being 3.451 acres of land in the William Anderson Survey, Abstract No. 70, City of Rusk, Cherokee County, Texas, and being part of that Exhibit A, Tract Two called 24.91 acres from Michael and Teresia McCollom to Billy and Norma Niederhofer, as recorded in Volume 2749, Page 828 of the Official Records of Cherokee County, Texas.

Currently Zoned (R-1) Single-Family Detached Residential – No Zone Change Required

The public hearing started at 5:40 p.m.

The public hearing closed at 5:45 p.m.

7. ACTION ITEM:(S)

A. Discuss and consider the approval of the proposed subdivision plat.

Motion: Council Member Frances Long moved to approve the subdivision plat.
Kendall Shoemaker seconded the motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Absent: Mayor Pro Tem Walter Session, Council Place 2

Motion passed.

B. Discuss and consider a Resolution approving the canvass of the May 6, 2023
Municipal Election.

Motion: Council Member Frances Long moved to approve the Resolution of the
May 6, 2023 General Election canvass.
Zack McNew seconded the motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Absent: Mayor Pro Tem Walter Session, Council Place 2

Motion passed.

C. Discuss and consider a Resolution ordering a Runoff Election for Council District 1 along with the Order and Notice of the Runoff Election to be held on June 10, 2023.

Motion: Martha Neely moved to approve the Resolution ordering a Runoff Election for Council District 1 along with the Order and Notice of the Runoff Election to be held on June 10, 2023.
Frances Long seconded motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Absent: Mayor Pro Tem Walter Session, Council Place 2

Motion passed.

D. Discuss and consider appointment of Mayor Pro-Tem.

Motion: Kendall Shoemaker moved to appoint Martha Neely as Mayor Pro Tem.
Zack McNew seconded motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Absent: Mayor Pro Tem Walter Session, Council Place 2

Motion passed.

E. Discuss and consider City of Rusk Investment Policy.

This is the annual review of the Investment policy. The only change is in the required training hours. The Public Funds Investment Act only requires eight (8) hours of instruction every two years after the initial training. We want to change the existing policy from ten (10) hours to eight (8) hours.

Motion: Kendall Shoemaker moved to approve the Investment Policy.
Martha Neely seconded the motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4

Council Member Frances Long, Council Place 5

Absent: Mayor Pro Tem Walter Session, Council Place 2

Motion passed.

F. Discuss and consider approval of the COPS Hiring Program grant for Rusk PD.

Motion: Zac McNew moved to approve to apply for the COPS Hiring Program Grant.
Kendall Shoemaker seconded the motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Absent: Mayor Pro Tem Walter Session, Council Place 2

Motion passed.

G. Discuss and consider appointment of Fire Marshall.

Motion: Frances Long moved to table this appointment until the requested documents are received from the Rusk Volunteer Fire Department.
Kendall Shoemaker seconded motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Absent: Mayor Pro Tem Walter Session, Council Place 2

Motion passed.

H. Discuss and consider approving the City of Rusk Street naming or renaming policy.
Frances requested that the policy be changed to seventy-five (75%) or more of parcels served by the road be in agreement.

Motion: Martha Neely moved to approve the City of Rusk Street naming and renaming policy with the change of seventy-five (75%) or more of parcels served by the road agree.

Zack McNew seconded the motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Absent: Mayor Pro Tem Walter Session, Council Place 2

Motion passed.

I. Discuss and consider budget amendments.

Amanda Hill has a couple of minor budget amendments. We have received \$5,647.75 from the initial Opioid settlement. This money must be spent on very specific items. We will work with Chief Heagney to determine where it can be best spent. We need a budget amendment to reflect the income as well as to create an expense line item. Second, we sold some items at auction that brought \$22,375 in revenue that needs to be reflected. The last item is \$14,783.41 from TML on an insurance claim. We will need to reflect the revenue as well increase the budget for Building Repair and maintenance by this amount.

Motion: Frances Long moved to approve the budget amendments.
Martha Neely seconded the motion.

Aye: Council Member Kendall Shoemaker, Council Place 1
Council Member Zac McNew, Council Place 3
Council Member Martha Neely, Council Place 4
Council Member Frances Long, Council Place 5

Absent: Mayor Pro Tem Walter Session, Council Place 2

Motion passed.

8. 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.** Mayor Ben Middlebrooks would like to recognize Oliver Sturns who retired from Rusk State Hospital and is driving a Go Bus for ETCOG. Oliver Sturns would like Juneteenth to be a recognized holiday.

There was an announcement of the Juneteenth Celebration that will take place Saturday June 17, 2023. The parade starts at 11:00 a.m. and will end at Conley Park. There will be food available after the program.

9. 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.

The engineers are starting on the street analysis. We should have more information soon.

The auditor was onsite last week but has left another list of items requested. The auditor is from the same company as last year, but they have switched auditors. The new auditor has asked for additional items. The water tower project is continuing.

We have a 113K CD that is coming up for renewal. I am asking that we not renew the CD and see if there are other options available at a higher interest rate.

I will be on vacation next week. And have several scheduled events for the months of May and June. I will be available by phone.

10. ANNOUNCEMENTS(S): Comments may be made by Council or Staff on the following topics without specific notice: expressions of thanks, congratulations, or condolences. information on holiday schedules; recognition of public officials, employees, or citizens other than employees or officials whose status may be affected by the council through action; reminders of community events. NO ACTION MAY BE TAKEN ON THESE ITEMS

11. ADJOURN

Being no further business, the meeting adjourned at 6:15 p.m.

PASSED AND APPROVED this 15 day of June 2023.

Ben Middlebrooks, Mayor
ATTEST:

Cinda Etheridge, City Secretary

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, John S Hood, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of District 1 Council Member of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Cherokee)

Sworn to and subscribed before me
this 15 day of June, 2023.

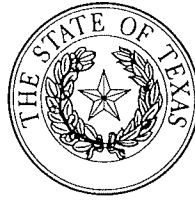
(seal)

Signature of Notary Public or Other Officer
Administering Oath
Cinda Etheridge

Printed or Typed Name

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SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Brady Gould, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Rusk Police Officer of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Cherokee)

Sworn to and subscribed before me
this _____ day of _____, 20__.

(seal)

Signature of Notary Public or Other Officer
Administering Oath

Printed or Typed Name

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Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, James Kirkham, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Rusk Police Officer of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Cherokee)

Sworn to and subscribed before me
this _____ day of _____, 20 ____.

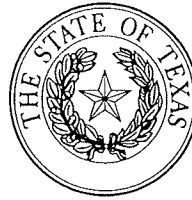
(seal)

Signature of Notary Public or Other Officer
Administering Oath

Printed or Typed Name

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Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Julie Vickers, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Rusk Police Officer of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Cherokee)

Sworn to and subscribed before me
this _____ day of _____, 20__.

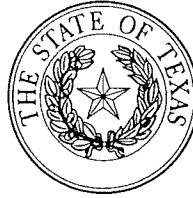
(seal)

Signature of Notary Public or Other Officer
Administering Oath

Printed or Typed Name

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Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Leisa Geddie, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Rusk Police Officer of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Cherokee)

Sworn to and subscribed before me
this _____ day of _____, 20____.

(seal)

Signature of Notary Public or Other Officer
Administering Oath

Printed or Typed Name

RESOLUTION 2023-

A RESOLUTION CANVASSING THE RETURNS OF THE RUNOFF ELECTION FOR DISTRICT 1 HELD WITHIN THE CITY OF RUSK ON THE 10th DAY OF JUNE, 2023, FOR THE PURPOSE OF ELECTING COUNCILPERSON DISTRICT 1; DECLARING THE RESULTS OF THE ELECTION; FINDING THAT NOTICE OF THE ELECTION WAS DULY AND PROPERLY GIVEN, THAT THE ELECTION WAS PROPERLY HELD AND RETURNS THEREOF MADE BY THE PROPER OFFICIALS IN ACCORDANCE WITH THE LAWS OF THE STATE; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; CONTAINING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Section 2.08 of the Charter of the City of Rusk, the City Council, at a regular meeting held on the 11 day of May 2023, adopted Resolution 2023-05 calling a runoff election to be held in the city on the 10 day of June 2023, for the purpose of electing a Councilperson-District 1; and

WHEREAS the election having been duly and regularly held as called and provided in said resolution and according to law, and the returns thereof having been made and the election judges having certified the results of the election, as hereinafter set out, and the City Council having duly and regularly canvassed the returns of the election and finding that the total votes cast at the election were as follows:

COUNCILPERSON-DISTRICT 1

JOHN S. HOOD	40
KENDALL SHOEMAKER	13

WHEREAS the City Council of the City of Rusk finds that the election returns set out above to be accurate and correct.

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

SECTION 1: John Hood received a majority of the votes cast at the runoff election for the office of District 1 is declared elected to the office of Councilperson-District 1, subject to the taking of the oath as provided by the laws of the State of Texas.

SECTION 2: The City Council finds that the notice of the election was duly and properly given as required by law and as provided in the resolution calling the election, and that the election was duly and regularly held, and the returns thereof duly and regularly made by the proper officials of the election, and in all things according to the law.

SECTION 3: Each and every provision, paragraph, sentence and clause of this ordinance has been separately considered and passed by the City Council of the City of Rusk, Texas, and each said provision would have been separately passed without any other provision, and if any provision hereof shall be ineffective, invalid or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict only.

SECTION 5: The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 6: This resolution shall be in effect immediately upon its passage and approval.

PASSED, APPROVED, AND ADOPTED this, the 15th day of June, 2023.

THE CITY OF RUSK, TEXAS

Ben Middlebrooks, Mayor

ATTEST:

Cinda Etheridge, City Secretary

Planning and Zoning Board

Planning and Zoning Commission (1st Tuesday 5:15 p.m. Quorum 3)

Adam Wick (2024)
114 5th Street
Rusk, Texas 75785
512-921-2671
adamwick@yahoo.com

Kathy Harris (2024)
714 Loop 343
Rusk, Texas 75785
903-810-0401
Kharris287@aol.com

Larry Moody (2023)
614 Hill Avenue
Rusk, Texas 75785
979-709-9115
dogwoodmoody@gmail.com

Susan Haines (2023)
278 E. 7th Street
Rusk, Texas
903-948-1135
pastorsusan@riveroflife-church.org

Shana Ferrara (2023)
182 CR 1331
Rusk, Texas 75785
903-330-3034
shanaferrara@yahoo.com

Rusk 4B Economic Development Board

Larry Long (2023) - llong@austinbank.com
P.O. Box 289
Rusk, Texas 75785
903-683-2254 Office
903-705-3442 Mobile

Ted Debbs (2024) - tdebbs@access-center.org
P.O. Box 318
Rusk, Texas 75785
903-541-2557 Office
903-393-1485 Mobile

Bobby Tosh (2023) - bobby.tosh@yahoo.com
361 W 6th Street
Rusk, Texas 75785
903-721-2929 Mobile

Maxine Session (2024) - informernews08@aol.com
P.O. Box 332
Rusk, Texas 757856
903-683-5743 h 903-721-3111 c

Charles Hassell (2024) - chassell@citizens1stbank.com
P.O. Box 227
Rusk, Texas 75785
903-683-2277 Office
903-530-5489 Mobile

Kris Morgan (2023) - kris@affiliatedsurveyors.com
P.O. Box 838
Rusk, Texas 75785
903-683-2504 Office
903-721-1730 Mobile

Debra Dominy (2023) - debra.dominy@edwardjones.com
547 N Main
Rusk, Texas 75785
903-683-1180 Office
903-721-0946 Mobile

Rusk Board of Adjustments

Meets 1st Monday at 5:30 p.m. Minimum of 4 for Quorum

Anthony Holcomb (2023)

P.O. Box 416

Rusk, Texas 75785

Cac.93@earthlink.net

903-683-5315 W 903-683-2681 H 903-253-5131 C

Nancy Guinn (2023)

785 S Dickinson

Rusk, Texas 75785

Nguinn75785@gmail.com

903-683-5707 903-253-5807

Martin Holsome (2024)

Rusk, Texas 75785

903-393-5186

Tommy McElroy (2024)

782 Johnson Drive

Rusk, Texas 75785

t.mcelroy8084@gmail.com

903-683-4837 H 903-721-9696 C

Ronnie McElroy (2023)

903-683-5859

CONTRACT FOR MANAGEMENT SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this 15 day of June 2023, by and between the CITY OF RUSK, hereinafter called the "City", acting herein by Ben Middlebrooks, Mayor hereunto duly authorized, and Traylor & Associates, Inc. hereinafter called "the Contractor", acting herein by Mark Taylor, President.

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

Contractor: Traylor & Associates, Inc.
P. O. Box 7035
Tyler, Texas 75711

Project: Street Improvements – **Contract #CDV21-0459**
2022 Texas Community Development Block Grant Program (TxCDBG)
Texas Department of Agriculture (TDA)

WITNESSETH THAT:

WHEREAS the City of Rusk desires to implement the following: Street Improvements under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the City desires to engage Traylor & Associates, Inc. to render certain professional administrative services in connection with this TxCDBG Project, Contract Number **CDV21-0459**.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on the day following the execution of this contract. All services required to be performed hereunder shall be completed in accordance with Contract milestones on or before the 60th day following the expiration of the Grant Agreement between the City and TDA.

3. Local Program Liaison - For purposes of this Contract, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and

the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to close out the City's TxCDBG contract with TDA.

5. Retention of Records - The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Forty Thousand and no/100 Dollars (\$40,000.00)**. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III – A and B Payment Schedules of this Agreement. Payment of the fees described herein shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City by TDA through the TxCDBG program, this agreement shall be terminated by the City.
7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cherokee County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Agreement

This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____

Local City Official

Ben Middlebrooks

Printed Name

Mayor

Title

BY: _____

Contractor's Authorized Representative

Mark Taylor

Printed Name

President

Title

PART II SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report or City.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA.
 - Establish a separate acquisition file for each parcel of real property acquired.
 - Determine necessary method(s) for acquiring real property.
 - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
 - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals, and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for City-owned property and/or Right of Way (ROWS).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the City in developing, implementing, and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist City in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist City in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist City in resolving any monitoring and audit findings.
3. Assist City in resolving any third-party claims.
4. Provide auditor with TxCDBG audit guidelines.

PART III – A
MILESTONE PAYMENT SCHEDULE

Grant Funds

City shall reimburse the Contractor for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

- | | |
|---|------------|
| 1. Submittal of all Start-up and Civil Rights Documentation..... | 25% |
| 2. Environmental Review / Receipt of Authority to Use Grant Funds | 25% |
| 3. Submittal of all Construction Documentation | 20% |
| 4. 50% Completion of Construction | 20% |
| 5. Preparation and Submission of Close-out Documentation..... | <u>10%</u> |
| | 100% |

Compensation for the services described under **PART III – A, MILESTONE PAYMENT SCHEDULE** shall be *Twenty Thousand and no/100 Dollars (\$20,000.00)*, payable as follows:

FEE SCHEDULE

Item Number	Percentage	Amount
1	25%	\$ 5,000
2	25%	\$ 5,000
3	20%	\$ 4,000
4	20%	\$ 4,000
5	10%	\$ 2,000
TOTAL	100%	\$ 20,000

PART III – B
MONTHLY PAYMENT SCHEDULE

City Matching Funds

For and in consideration of the services to be rendered by the Contractor, the City shall pay, and the Contractor shall receive the compensation hereinafter set forth.

Should City fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is past due for more than thirty days, Contractor shall notify City of a delinquent payment and provide City an opportunity to cure the late payment. It is agreed that late payments not cured within 30 days after Contractor's notification shall begin accruing interest thereon at the rate of 1.5 percent per month from the date of Contractor's delinquent payment notification to City, until fully paid. The amount so paid shall fully liquidate any injury to the Contractor arising from such delay in payment; however, the right is expressly reserved to the Contractor, in the event delinquent payments are not made as provided herein, at any time after the expiration of the thirty-day period following Contractor's delinquent payment notification to City, outlined in this section, to treat the Agreement as terminated by the City and recover compensation as provided by Section VII of the Agreement.

Compensation for the services described under **PART III – B, MONTHLY PAYMENT SCHEDULE** shall be ***Twenty Thousand and no/100 Dollars (\$20,000.00)***, payable as follows:

1. A fixed fee of Nineteen Thousand and no/100 Dollars (\$19,000.00), in twenty (20) equal monthly payments of Nine Hundred Fifty and no/100 Dollars (\$950.00) for the ongoing services. Monthly payments to the Contractor are to become due upon the 1st day of each month, beginning on the first day of the month following City's notification of grant award and are to be paid by the 10th day of the month in which due. Should the program be completed and closed out in less than twenty (20) months, any remaining monthly payments shall become immediately due and payable, and the Contractor shall be paid the balance of any remaining compensation under this part in a lump sum.
2. A fixed fee of One Thousand and no/100 Dollars (\$1,000.00), payable to the Contractor upon submission of a Project Completion Report to the Office of Rural Affairs - Texas Department of Agriculture.

PART IV
TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the City. The City may at any time and for any reason terminate The Contractor's services and work at the City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, The Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, the Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by the Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of the termination of this Agreement. The Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both

parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

During the performance of this contract, the Contractor agrees as follows:

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be

limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor

as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- i. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- j. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- k. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- l. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- m. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- n. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

- 15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.
 - f. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- g. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- h. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

RESOLUTION 2023-

A RESOLUTION OF THE CITY OF RUSK, TEXAS ADOPTING AND/OR REAFFIRMING POLICIES AND PROCEDURES FOR CITIZEN PARTICIPATION, CIVIL RIGHTS, EQUAL OPPORTUNITY, FAIR HOUSING AND LIMITED ENGLISH PROFICIENCY PLAN AS REQUIRED BY THE STATE OF TEXAS.

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

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

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

Whereas, the City of Rusk, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

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

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

Whereas, the City of Rusk, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THE CITY OF RUSK, TEXAS, that the CITY OF RUSK ADOPTS/REAFFIRMS THE FOLLOWING:

- A. Citizen Participation Plan and Grievance Procedures (Form A1013);
- B. Code of Conduct Policy (Form A1002-22);
- C. Excessive Force Policy (Form A1003);
- D. Fair Housing Policy (A1015);
- E. Limited English Proficiency Plan (Form 1010);
- F. Section 3 Policy (Form A1002); and
- G. Section 504 Policy and Grievance Procedures (Form A1004).

PASSED AND APPROVED this 15th day of June 2023.

APPROVED:

Ben Middlebrooks, Mayor

June 15, 2023

Date

ATTEST:

Cinda Etheridge, City Secretary

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

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Rusk, 205 S. Main St. Rusk, Texas 75785, (903) 683-2213 during regular business hours.

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

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City of Rusk Mayor, at 205 S. Main St. Rusk, Texas 75785 or may call (903) 683-2213.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

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

PUBLIC HEARING PROVISIONS

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

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

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

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

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

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

June 15, 2023

Ben Middlebrooks, Mayor

Date

CODE OF CONDUCT POLICY

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

CODE OF CONDUCT

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

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

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

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

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

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

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

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

Passed and approved this 15 day of June, 2023.

Mayor
City of Rusk

Excessive Force Policy

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

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

As officers and representatives of *(name of Grant Recipient)*, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Title

Date

Sample Fair Housing Policy

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

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

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

Mayor, City of Rusk

Signature

Title

June 15, 2023

Date

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

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

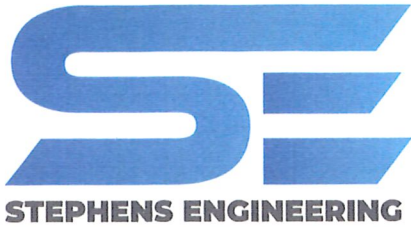
1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Rusk does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Rusk's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Rusk shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, the City of Rusk shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Rusk to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to: **Mayor of Rusk 205 S. Main St. Rusk, Texas 75785**, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

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

June 15, 2023

Signature/Title

Date



P.O. Box 6618
Longview, TX 75608

Texas Registered Engineering Firm F-20395

O: 903.215.8990
stephenseng.net

May 30, 2023


Ms. Amanda Hill
City of Rusk
205 S. Main St.
Rusk, TX 75785

RE: Work Order No. RU-23-01
Street Improvements
TxCDBG No. CDV21-0459

Dear Amanda:

Please find enclosed two (2) original copies of the work order for the above referenced project. Also included is the original 1295 form. Please review, sign, and return one copy to my office for my records. We appreciate the opportunity to work with the City on this project. Should you require any additional information or have any questions, please give me a call.

Sincerely,
STEPHENS ENGINEERING



Kyle Stephens, P.E.
Principal

Enclosure

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

Part I: Agreement

THIS AGREEMENT, entered into this 30th day of May, 2023 by and between the CITY OF Rusk, hereinafter called the "City"/"County", acting herein by Ben Middlebrooks, Mayor, hereunto duly authorized, and KJS2, LLC dba Stephens Engineering, hereinafter called "Firm," acting herein by Kyle A. Stephens, P.E., Principal.

WITNESSETH THAT:

WHEREAS, the City of Rusk desires to construct street improvements (Kennedy St., 9th St, Corrine St., Wrightman Ln., Williams St.) under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City desires to engage the "Firm" to render certain engineering services in connection with the TxCDBG Project, Contract Number CDV21-0459.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Firm shall commence on June 1, 2023. In any event, all the services required and performed hereunder shall be completed no later than December 31, 2024 or the project's administrative closure date, as defined by Department, whichever is later.
3. Local Program Liaison - For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.
5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$55,000. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members

from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a) This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harrison County, Texas.
- b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c) In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e) This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

9. Extent of Agreement - This Agreement, which includes Parts I-V, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:

(Local City Official)

KRS

(Firm/Contractor's Authorized Representative)

(Printed Name)

KYLE STEPHENS

(Printed Name)

(Title)

PRINCIPAL

(Title)

Part II: Scope of Services

The Firm shall render the following professional services necessary for the development of the project: Street Improvements (Kennedy St., 9th St., Corrine St., Wrightman Ln., Williams St.).

Scope of Services

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 60 days of execution of this Agreement.
6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
7. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time, the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
10. Make 10-day call to confirm prevailing wage decision.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.

14. Accomplish construction contractor's eligibility verification through www.SAM.gov.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
19. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
21. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City with a set of "record drawings" plans.

29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

Part III: Subcontracts

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. The inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. The inclusion of the Economic Opportunities for Section 3 Residents and Section 3 Business Concerns of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);

- f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

Part IV: Standard of Performance and Deficiencies

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

Part V: Payment Schedule

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Fee	<u>Amount</u>
• Approval of Preliminary Engineering Plans and Specifications by City.	20%	\$11,000
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%	\$16,500
• Completion of bid advertisement and contract award.	10%	\$5,500
• 50% Construction Completion	20%	\$11,000
• Completion of Final Closeout Assessment and submittal of "As Builts" to City.	10%	\$5,500
• Completion of final inspection and acceptance by the City.	10%	\$5,500
Total	100%	\$55,000

Part VI: Terms and Conditions

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.
 - a. Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.
2. Termination for Convenience of the City. City may at any time and for any reason terminate Firm's services and work at City 's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
 - a. Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.
3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate,

the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of Interest.

- a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.
- d. Conflicts Disclosure Statement. (Sec. 176.003 in Chapter 176 of the Local Government Code)
 - i. A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - ii. the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and the vendor:
 - iii. has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor;
 - iv. has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a

contract with the vendor; or has a family relationship with the local government officer.

- v. (a-1). A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.
- vi. (a-2). A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.
- vii. A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).

13. Debarment and Suspension (Executive Orders 12549 and 12689)The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

14. Equal Opportunity Clause During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job

functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education

Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

20. Patent Rights and Inventions -The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).
 - a. Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).
21. Energy Efficiency - The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).
22. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
23. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Part VII: Project Time Schedule

ENGINEERING PROFESSIONAL SERVICES

Notice to Proceed	June 1, 2023
City approval of preliminary plans/specifications	July 1, 2023
Regulatory agency approval of plans/specifications	N/A
Bid advertisement and award	August 1, 2023
Construction Notice to Proceed	September 1, 2023
Construction Completion	November 1, 2023

Exhibit 1: Monthly Status Report

Grant Recipient: _____

Date Submitted: _____

Grant No.: _____

Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

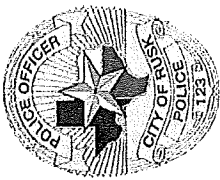
List of Subcontractors Onsite

Name

Date Cleared by Grant Administrator

*This report may be e-mailed or faxed to the Grant Recipient

Exhibit 2: Conflict of Interest Questionnaire



MONTHLY REPORT
 May-23
PART 1 OFFENSES

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

Offense Category	MONTHLY			YEAR TO DATE				Percent Increase/Decrease		
	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/D decrease	YTD 2023	2023 Per 1000/capita	2022 TOTAL		2022 Per 1000/capita	Amount of Change
Murder	0	0	No Change	*NC	0	0.00	1	0.18	-1	-100.00
Rape	0	2	-2	-100.00	4	0.72	9	1.61	-5	-55.56
Robbery	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Individual	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Business	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Assaults	5	9	-4	-44.44	24	4.30	67	12.01	-43	-64.18
Aggravated	1	3	-2	-66.67	2	0.36	10	1.79	-8	-80.00
Other Assaults	4	6	-2	-33.33	11	1.97	54	9.68	-43	-79.63
Burglary	0	1	-1	-100.00	5	0.90	6	1.08	-1	-16.67
Habitatation	0	1	-1	-100.00	3	0.54	3	0.54	No Change	0.00
Building	0	0	No Change	*NC	0	0.00	3	0.54	-3	-100.00
Theft	2	4	-2	-50.00	14	2.51	58	10.39	-44	-75.86
Burglary Vehicle	0	0	No Change	*NC	0	0.00	7	1.25	-7	-100.00
Burglary Coin-Op Machine	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Thefts	0	0	No Change	*NC	6	1.08	51	9.14	-45	-88.24
Motor Vehicle Theft	0	0	No Change	*NC	3	0.54	8	1.43	-5	-62.50
TOTAL OFFENSES	7	16	-9	-56.25	47	8.42	141	25.27	-94	-66.67

*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

ACTIVITY	MONTHLY			YTD 2023	YEAR TO DATE			Percent Increase/Decrease
	Monthly Totals	Previous Month's Totals	Amount of Change		2023 Per 1000/capita	2022 TOTAL	2022 Per 1000/capita	
Motor Vehicle Accidents	1	0	1	14	56	10.04	-42	-75.00
Injury Accidents	0	0	No Change	0	2	0.36	-2	-100.00
Number Transported	0	0	No Change	0	1	0.18	-1	-100.00
Fatality Accidents	0	0	No Change	0	0	0.00	No Change	*NC
Fatalities	0	0	No Change	0	0	0.00	No Change	*NC

PATROL ACTIVITY

ACTIVITY	MONTHLY			YTD 2023	YEAR TO DATE			Percent Increase/Decrease
	Monthly Totals	Previous Month's Totals	Amount of Change		2023 Per 1000/capita	2022 TOTAL	2022 Per 1000/capita	
Calls for Service	226	182	44	771	2,328	417.20	-1557	-66.88
Citations	313	204	109	1,335	1,992	356.99	-657	-32.98

CRIMINAL INVESTIGATION ACTIVITY

ACTIVITY	MONTHLY			YTD 2023	YEAR TO DATE			Percent Increase/Decrease
	Monthly Totals	Previous Month's Totals	Amount of Change		2023 Per 1000/capita	2022 TOTAL	2022 Per 1000/capita	
Cases Assigned	4	15	-11	74	482	86.38	-408	-84.65
Cases Cleared	14	4	10	75	395	70.79	-320	-81.01
Cases Filed (Misdemeanor)	0	4	-4	19	73	13.08	-54	-73.97
Cases Filed (Felony)	0	1	-1	5	56	10.04	-51	-91.07
Cases Filed (Juvenile)	0	2	-2	0	9	1.61	-9	-100.00

DWI AND ARRESTS

ACTIVITY	MONTHLY			YTD 2023	YEAR TO DATE			Percent Increase/Decrease
	Monthly Totals	Previous Month's Totals	Amount of Change		2023 Per 1000/capita	2022 TOTAL	2022 Per 1000/capita	
DWI Arrests	0	0	No Change	0	19	3.41	-19	-100.00
Adult Arrests	25	23	2	63	222	39.78	-159	-71.62
Drug Related Arrests	1	0	1	1	71	12.72	-70	-98.59
Juvenile Arrests	0	0	No Change	0	6	1.08	-6	-100.00

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

(903) 683-2677

(Fax) 683-1218

June 1, 2023

*FORREST K. PHIFER
Municipal Court Judge*

*KALA GOFF
Court Administrator*

May 2023 City Council Report

Total number of Citations issued for the month of May 2023	<u>116</u>
Total amount of dollars collected for the month of May 2023	<u>\$24,493.56</u>
Total amount of dollars submitted for State Fees for the month of May 2023	<u>\$11,936.35</u>
Total amount of dollars dismissed for the month of May 2023	<u>\$6,111.00</u>
Total amount of Citation balance from 10/1/22(fiscal year) until September 2023	<u>\$142,044.90</u>

CITATION BY VIOLATION

Date From: 05/01/2023 Date To: 05/31/2023

Rusk Municipal Court

CODE: 4312	VIOLATION: C.O.:LEASH LAW	Total Violations: 1
CODE: 4316	VIOLATION: C.O.:NOISE/LOUD MUSIC	Total Violations: 1
CODE: 4222	VIOLATION: DISORDERLY CONDUCT THREAT	Total Violations: 1
CODE: 3656	VIOLATION: DISPLAY EXPIRED LICENSE PLATES (REG)	Total Violations: 16
CODE: 3007	VIOLATION: DISREGARD RED LIGHT	Total Violations: 3
CODE: 3006	VIOLATION: DISREGARD STOP SIGN	Total Violations: 1
CODE: 3103	VIOLATION: DL: NO DRIVERS LICENSE	Total Violations: 8
CODE: 3101	VIOLATION: DL:DRIVING WHILE LICENSE INVALID	Total Violations: 4
CODE: 3259	VIOLATION: DL:EXPIRED OPERATORS LICENSE	Total Violations: 1
CODE: 3263	VIOLATION: DL:FAIL TO DISPLAY DL	Total Violations: 3
CODE: 3231A	VIOLATION: EQ:WINDOW TINTING VIOLATION	Total Violations: 2
CODE: 1390	VIOLATION: FAIL TO DISPLAY VEHICLE REGISTRATION	Total Violations: 2
CODE: 3049A	VIOLATION: FAIL TO MAINTAIN (1) FINANCIAL RESP-UVFR	Total Violations: 3
CODE: 3049	VIOLATION: FAIL TO MAINTAIN (1) FINANCIAL RESPONSIBILITY	Total Violations: 2
CODE: 3025A	VIOLATION: FAIL TO MAINTAIN (2) FINANCIAL RESPONSIBILITY	Total Violations: 1
CODE: 3025B	VIOLATION: FAIL TO MAINTAIN (3) FINANCIAL RESPONSIBILITY	Total Violations: 1
CODE: 3049	VIOLATION: FAIL TO MAINTAIN (1) FINANCIAL RESPONSIBILITY	Total Violations: 6
CODE: 3049A	VIOLATION: FAIL TO MAINTAIN (1) FINANCIAL RESP-UVFR	Total Violations: 3
CODE: 3060	VIOLATION: FAIL TO STOP-DESIGNATED POINT- STOP SIGN	Total Violations: 1
CODE: 3668	VIOLATION: LICENSE PLATE REGISTRATION	

Rusk Municipal Court

		Total Violations: 2
CODE: 3800	VIOLATION: MINOR - IN POSSESSION OF ALCOHOL	
		Total Violations: 1
CODE: 3800B	VIOLATION: MINOR - IN POSSESSION OF TOBACCO	
		Total Violations: 1
CODE: 3033	VIOLATION: NO SEAT BELT -- PASSENGER	
		Total Violations: 1
CODE: 3365	VIOLATION: PERMIT UNLICENSED DRIVER TO DRIVE	
		Total Violations: 1
CODE: 3240	VIOLATION: POSSESSION OF DRUG PARAPHERNALIA	
		Total Violations: 5
CODE: 4011	VIOLATION: PUBLIC INTOXICATION 1ST	
		Total Violations: 2
CODE: 3050	VIOLATION: SPEED:FAIL TO CONTROL SPEED / UNSAFE	
		Total Violations: 1
CODE: 3586B	VIOLATION: SPEED:SPEEDING (11-15)	
		Total Violations: 10
CODE: 3586C	VIOLATION: SPEED:SPEEDING (16-20)	
		Total Violations: 16
CODE: 3586D	VIOLATION: SPEED:SPEEDING (21-25)	
		Total Violations: 5
CODE: 3586F	VIOLATION: SPEED:SPEEDING (26-30)	
		Total Violations: 6
CODE: 3586E	VIOLATION: SPEED:SPEEDING (31-35)	
		Total Violations: 2
CODE: 3596A	VIOLATION: SPEED:SPEEDING IN A SCHOOL ZONE (6-10)	
		Total Violations: 1
CODE: 3034	VIOLATION: UNRESTRAINED CHILD (8-17)	
		Total Violations: 1
CODE: 3031	VIOLATION: UNRESTRAINED CHILD UNDER 8 YOA OR 4FT 9"	
		Total Violations: 1
		Total Citations: 116

Payment Code Financial Report

05/01/2023 to 05/31/2023

Rusk Municipal Court

CODE : CASH	PAYMENTS : 223	TOTAL : \$6,151.60
CODE : CC	PAYMENTS : 494	TOTAL : \$14,322.10
CODE : CHECK	PAYMENTS : 32	TOTAL : \$1,091.00
CODE : CREDIT	PAYMENTS : 134	TOTAL : \$2,742.86
CODE : MONEY OR	PAYMENTS : 3	TOTAL : \$186.00
TOTAL PAYMENTS :	886	TOTAL : \$24,493.56

Payment Code Financial Report

05/01/2023 to 05/31/2023

Non-monetary

Rusk Municipal Court

CODE :	ADJ	PAYMENTS :	28	TOTAL :	\$897.50
CODE :	COM SERV	PAYMENTS :	40	TOTAL :	\$1,994.00
CODE :	CPL	PAYMENTS :	85	TOTAL :	\$2,770.00
CODE :	DSC	PAYMENTS :	26	TOTAL :	\$2,485.50
CODE :	GCD	PAYMENTS :	11	TOTAL :	\$396.50
CODE :	INDIGENT	PAYMENTS :	34	TOTAL :	\$1,242.50
CODE :	JAIL CRED	PAYMENTS :	453	TOTAL :	\$15,613.20
TOTAL PAYMENTS :			677	TOTAL :	\$25,399.20

STATE / CITY FEES FINANCIAL REPORT

Date Range: 5/1/2023 to 5/31/2023

Rusk Municipal Court

FEE CODE : ADMINISTRATIVE FEE	STATE CODE :	PAYMENTS : 19	VALUE : \$233.77
FEE CODE : ARREST FEE	STATE CODE :	PAYMENTS : 75	VALUE : \$332.08
FEE CODE : STATE CONSOLIDATED FEE	STATE CODE :	PAYMENTS : 77	VALUE : \$3932.94
FEE CODE : COLLECTION FEE	STATE CODE :	PAYMENTS : 35	VALUE : \$2266.98
FEE CODE : CHILD SAFETY FEE	STATE CODE :	PAYMENTS : 2	VALUE : \$30.22
FEE CODE : INDIGENT DEFENSE FEE	STATE CODE :	PAYMENTS : 8	VALUE : \$14.07
FEE CODE : JUDICIAL SUPPORT	STATE CODE :	PAYMENTS : 8	VALUE : \$42.23
FEE CODE : LOCAL CONSOLIDATED FEE (SECURITY)	STATE CODE :	PAYMENTS : 80	VALUE : \$317.11
FEE CODE : LOCAL CONSOLIDATED FEE (TRUANCY)	STATE CODE :	PAYMENTS : 80	VALUE : \$323.59
FEE CODE : LOCAL CONSOLIDATED FEE (TECHNOLOGY)	STATE CODE :	PAYMENTS : 80	VALUE : \$258.80
FEE CODE : LOCAL CONSOLIDATED FEE (JURY FUND)	STATE CODE :	PAYMENTS : 76	VALUE : \$6.39
FEE CODE : MUNICIPAL COURT BUILDING SECURITY FEE	STATE CODE :	PAYMENTS : 10	VALUE : \$24.58
FEE CODE : MUNICIPAL COURT TECHNOLOGY FUND	STATE CODE :	PAYMENTS : 10	VALUE : \$32.78
FEE CODE : MOVING VIOLATION FEE/CITY	STATE CODE :	PAYMENTS : 8	VALUE : \$0.08
FEE CODE : MOVING VIOLATION FEE/STATE	STATE CODE :	PAYMENTS : 7	VALUE : \$0.63
FEE CODE : OMNIBASE REIMBURSEMENT FEE	STATE CODE :	PAYMENTS : 24	VALUE : \$144.00
FEE CODE : OMNIBASE REIMBURSEMENT TDPS CITY FEES	STATE CODE :	PAYMENTS : 30	VALUE : \$95.81
FEE CODE : OMNIBASE REIMBURSEMENT STATE	STATE CODE :	PAYMENTS : 9	VALUE : \$160.79
FEE CODE : JURY REIMBURSEMENT FUND	STATE CODE :	PAYMENTS : 8	VALUE : \$28.15
FEE CODE : STATE TRAFFIC FINE	STATE CODE :	PAYMENTS : 49	VALUE : \$1989.84
FEE CODE : LOCAL TRAFFIC FINE	STATE CODE :	PAYMENTS : 48	VALUE : \$126.16
FEE CODE : TIME PAYMENT REIMBURSEMENT CITY NO	STATE CODE :	PAYMENTS : 11	VALUE : \$138.66
FEE CODE : TRUANCY PREVENTION AND DIVERSION FUND	STATE CODE :	PAYMENTS : 8	VALUE : \$14.07
FEE CODE : WARRANT FEE	STATE CODE :	PAYMENTS : 35	VALUE : \$1422.62

TOTAL PAYMENTS : 797 **VALUE :** \$11936.35

DISMISSAL REPORT
FROM 05/01/2023 TO 05/31/2023

Rusk Municipal Court

Citation#	Docket#	Name	Disp	Amount Dismissed	Docket Balance
652402	20222122	PAN, WILLIAM JOHN	DD	\$0.00	\$0.00
652580	20222228	BEAMER, MATTHEW OLIVER,ANN	DC2	\$161.00	\$0.00
406754	20222009	PUGH, JAMES ARRION	DC2	\$141.00	\$0.00
406638	20221437	MCGRAW, TONILYNN SIERRA	PTD	\$0.00	\$0.00
11102331	20221048	MILES, HURPE JR	DC2	\$305.00	\$0.00
652183	20221937	TRAYLOR, BOBBY DEAN	PTD	\$0.00	\$0.00
652312	20222047	CREAMER, CARSON	PTD	\$290.00	\$0.00
652234	20221979	KOOP, JUSTIN WAYNE	DC2	\$161.00	\$0.00
652447	20222155	CASPER, EDGAR ROBERT III	DC2	\$141.00	\$0.00
652401	20222121	LEWIS-BOWELL, ZERELDA RUTH	DC2	\$141.00	\$0.00
205255A	20230526	THEDFORD, ERIC SCOTT	FR	\$370.00	\$0.00
904292A	20230512	KEE, FAITH HAILEY	CD	\$160.00	\$0.00
406707	20221703	THOMPSON, JACOB RYAN	DC2	\$141.00	\$0.00
802737A	20222460	NORMAN, IAN ALEXANDER	CD	\$215.00	\$0.00
000061A	20230541	THOMAS, SUNNY	CD	\$140.00	\$0.00
652700	20222328	ANDERSON, THOMAS KRYCE	DC2	\$181.00	\$0.00
000064A	20230544	MANN, BOBBY RAY III	FR	\$370.00	\$0.00
652471	20222175	CARR, PETER JAMES	DD	\$0.00	\$0.00
904277A	20222479	MOORE, DARIYANA J	CD	\$150.00	\$0.00
904277B	20222480	MOORE, DARIYANA J	CD	\$160.00	\$0.00
652558	20222219	HATCH, MICHAEL HARLAN	DD	\$0.00	\$0.00
652267	20221997	BROWN, JACQULYNN ONASSIA	DC2	\$141.00	\$0.00
205259A	20230529	GARRETT, LAUREN ALEXIS	CD	\$150.00	\$0.00
11102386A	20221187	MYERS, DREW ALAN	CD	\$245.00	\$0.00
205254	20230524	SADLER, CAMERON KEITH	CD	\$225.00	\$0.00
406753	20222008	ADAMS, BRILEY NICHOLE	PTD	\$0.00	\$0.00
205219	20222018	ESQUEDA, KAEGAN DESTINEY	DC2	\$181.00	\$0.00
652398	20222120	THOMPSON, REGINA DENISE	DD	\$0.00	\$0.00
802310	20221254	BENNETT, JASON BERNARD	PTD	\$0.00	\$0.00

Rusk Municipal Court

Citation#	Docket#	Name	Disp	Amount Dismissed	Docket Balance
406644	20221498	CARTER, BARBARA POLLARD	PTD	\$0.00	\$0.00
205161	20221673	MCINTYRE, LANDON TYLER	PTD	\$25.00	\$0.00
205161A	20221674	MCINTYRE, LANDON TYLER	PTD	\$0.00	\$0.00
802328A	20221321	RINEHART, SABRINA DIANE	DS	\$396.50	\$0.00
652374	20222096	ROJO, RICARDO	DC2	\$141.00	\$0.00
652378	20222098	SIZEMORE, JAQUITA RENEE	DD	\$0.00	\$0.00
652475	20222182	TOMLINSON, ELIZABETH CAITLYN	DC2	\$161.00	\$0.00
652266	20221996	MARTINEZ, BARTOLO	DD	\$0.00	\$0.00
406838A	20230594	SCOTT, CHRISHON ONEAL	FR	\$370.00	\$0.00
903015	20201854	CALDERON, ZULEMA	DC2	\$309.50	\$0.00
652192	20221942	LADE, JOHN MAX	DD	\$0.00	\$0.00
802807	20230561	HUNTER, CAMISHA DENISE	CD	\$215.00	\$0.00
205154	20221642	SUAREZ, CARLOS	DD	\$0.00	\$0.00
205159	20221670	SUAREZ, CARLOS	DD	\$0.00	\$0.00
205159A	20221671	SUAREZ, CARLOS	DD	\$0.00	\$0.00
652364	20222088	JENKINS, SEAN PATRICK	DD	\$0.00	\$0.00
652517	20222207	GARCIA, CHRISTOPHER BRANDON	DC2	\$161.00	\$0.00
652650	20222280	BEARD, MICHAEL GLENN	DC2	\$163.00	\$0.00
652357	20222079	GEORGE, TONY DALE	DD	\$0.00	\$0.00
			Dockets 48	Total Dismissed	\$6,111.00

Rusk Municipal Court

Date	Docket#	Citation#	Defendant	Violation	Disp	Amt Due	Wrnt
5/30/2023	20230643	103409	WEAVER, KOURTNEY NIKOLE	SPEED:SPEEDING (16-20)		\$295.00	<input type="checkbox"/>
5/30/2023	20230644	406849	WILLIAMS, STACY MAE	SPEED:SPEEDING (26-30)		\$330.00	<input type="checkbox"/>
Total Warrants: 172		Warrant Value:	\$58,963.00	Total Dockets: 431	Total Due:	\$142,044.90	



Permit Report

05/01/2023 - 05/31/2023

Permit Type	Sub-type	Applicant Name	Owner Name	Parcel Address	Main Status	Permit Date	Total Payments
Plumbing	Water/Sewer Tap	Bannister Plumbing	WILKINSON WILLIAM & BETTY	150 HOSPITAL ST RUSK, TX 75785	Open	5/1/2023	\$92.50
Electrical	Meter Loop	Cherokee Electrical Contractors	WILDER WILLIAM K AND LINDA R	115 W 5TH ST RUSK, TX 75785	Open	5/1/2023	\$34.00
Electrical	Meter Loop	Cherokee Electrical Contractors	NEW IMAGE	133 N HENDERSON ST RUSK, TX 75785	Open	5/1/2023	\$33.00
Electrical	Single-Family Renovation	Brad Morris/Patriot Electric	ROEING AND JEZIEWSKI RALPH S & STEPHANIE	570 E 5TH ST RUSK, TX 75785	Open	5/2/2023	\$34.00
Electrical	Sign (Electrical)	Margaret McAuliffe	AUSTIN BANK ATTN JASON ARNOLD	216 S MAIN ST RUSK, TX 75785	Open	5/3/2023	\$49.00
Electrical	New Construction	Tallie Holland	ALTMANN LEONARD HERMAN	470 CASTNER ST RUSK, TX 75785	Open	5/5/2023	\$86.00
Electrical	Meter Loop	Cherokee Electrical Contractors	JACKSON LINDA	693 HENDERSON ST N RUSK, TX 75785	Open	5/8/2023	\$35.50
Electrical	Interior Renovations	Tallie Holland	DUDLEY HAROLD KENNETH	HWY 69 & BONNER RUSK, TX	Open	5/8/2023	\$39.60
Plumbing	Gastest	Cherokee Plumbing	WALLACE STACI M AND GILBERT L	1033 JOHNSON DR RUSK, TX 75785	Closed	5/8/2023	\$65.00
Single-Family Renovation	Interior Sign (Electrical)	John Hood	HOOD JOHN	445 LONE OAK ST RUSK, TX 75785	Open	5/15/2023	\$245.00
Electrical	Renovations	Kaylee Podmilsak	ENTERPRISES LLC	435 N DICKINSON DR RUSK, TX 75785	Open	5/16/2023	\$70.00
Building Permit	Single-Family Residence	Sands Properties, LLC	INC % RUSK SDLLP	115 CRYSTAL AVE RUSK, TX 75785	Open	5/17/2023	\$781.00
Building Permit	Single-Family Renovation	Rugged Cross Enterprises, L.L.C.	PHIFER FORREST K AND TERESA	181 HONEY ST TX	Open	5/18/2023	\$576.80
Building Permit	Irrigation	Petty's Plus	THOMPSON JAMES G ETAL	184 S BARRON ST RUSK, TX 75785	PAYMENT DUE (CONTACT FOR PAYMENT)	5/19/2023	
Plumbing	Renovation	city of rusk	RUSK CITY OF	108 E 5TH ST RUSK, TX 75785	Open	5/19/2023	N/A
Mechanical	Renovation	city of rusk	RUSK CITY OF	108 E 5TH ST RUSK, TX 75785	Open	5/19/2023	N/A
Electrical	Renovation	City of Rusk	RUSK CITY OF	108 E 5TH ST RUSK, TX 75785	Open	5/19/2023	N/A
Electrical	New Construction	Bonner Electric	Kerian Bearden	265 N ECHO LN	Open	5/19/2023	\$149.00
Electrical	Meter Loop	Blazer Electric & Satellite, Inc	PINE MEADOW PARTNERSHIP, L.T.D. %	1383 SIXTH ST W RUSK, TX 75785	Open	5/23/2023	\$52.00
Plumbing	Gas Piping	Brent Carroll	BALKE DAVID W AND SARAH CHAPA BALKE	753 S DICKINSON DR RUSK, TX 75785	Open	5/23/2023	\$70.00

Building Permit	New Construction	Sunday Metal Buildings	RUSK CARES - GOOD SAMARITIAN	190 SECOND ST W RUSK, TX 75785	Open	5/23/2023	\$702.40
Building Permit	Accessory Structure	Beatriz Cerezo	PRICE S NATHAN	200 N ECHO LN RUSK, TX 75785	Open	5/26/2023	\$30.00
Building Permit	New Construction	ETAF LLC	TULLIS KYLE AND ALEXANDRA	335 S DICKINSON DR RUSK, TX 75785	Open	5/30/2023	\$838.00
Mechanical	New Construction	Royce Richardson	Kerian Bearden	265 N ECHO LN	Open	5/31/2023	\$35.00
Total Records: 24							\$4,017.80

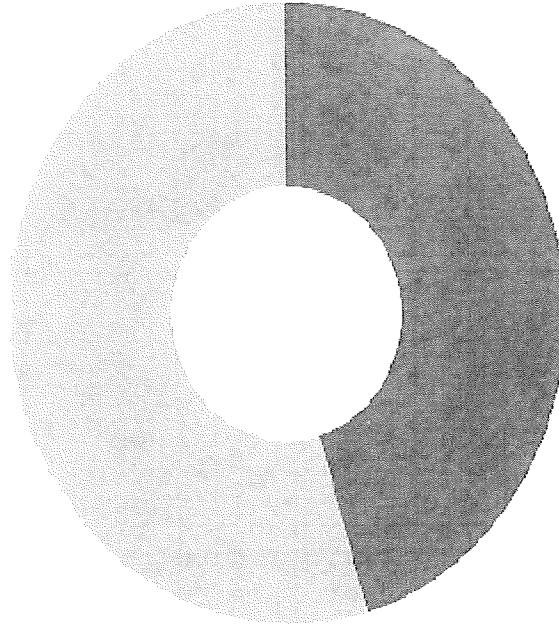
Permit Type Report

Permit Date
05/01/2023 to 05/31/2023

Description	Fees	Payments	Permits
Commercial	\$1,778.40	1,778.40	10
Residential	\$2,130.90	2,053.40	11
Total	\$3,909.30	3,831.80	21

Fees Breakdown

Commercial
Residential





Case Violation Report

05/01/2023 - 05/31/2023					
Case Date	Main Status	District	Parcel Address	Violation Name	Assigned To
5/23/2023	Complete	1	221 HENDERSON TX	§ 96.02-05 Public Nuisance.	Brandon Scarborough
5/23/2023	Complete	1	275 HENDERSON ST N RUSK, TX 75785	§ 96.02-05 Public Nuisance.	Brandon Scarborough
5/17/2023	Complete	1	144 FOURTH ST E RUSK, TX 75785	§ 96.03. High Grass and Weeds	Brandon Scarborough
5/16/2023	Complete	1	MAIN ST TX	§ 51.002 Unlawful Act (Utilities)	Brandon Scarborough
5/11/2023	Active	1	247 S BARRON ST RUSK, TX 75785	Sec. 150.091 - Permits required. (Plumbing)	Brandon Scarborough
5/11/2023	Active	1	247 S BARRON ST RUSK, TX 75785	Sec. 51.109 Tampering with Water Meter	Brandon Scarborough
5/10/2023	Complete	1	6TH ST TX	§ 96.02-02 Public Nuisance.	Brandon Holcomb
5/4/2023	Complete	1	668 W SIXTH ST RUSK, TX 75785	§ 96.03. High Grass and Weeds	Brandon Holcomb
District Total 8					District Total 8
5/17/2023	Active	2	409 FIFTH ST E RUSK, TX 75785	IPMC 303.2 Enclosures.	Brandon Holcomb
District Total 1					District Total 1
5/22/2023	Active	3	1704 W SIXTH ST RUSK, TX 75785	§ 96.03. High Grass and Weeds	Brandon Holcomb
5/22/2023	Active	3	1704 W SIXTH ST RUSK, TX 75785	308.1 Accumulation of rubbish or garbage.	Brandon Holcomb
District Total 2					District Total 2
5/8/2023	Complete	5	165 FM 343 E RUSK, TX 75785	§ 96.08 Littering by Depositing or Dumping	Brandon Holcomb
District Total 1					District Total 1
Total Records: 12					Total Records: 12