



REGULAR MEETING OF THE GOVERNING BODY OF RICE, TEXAS

Thursday, March 14, 2024

7:00 PM

Rice City Hall

305 N. Dallas Street

Rice, TX 75155

AGENDA

1. Call to Order

City of Rice

Mission Statement

The City of Rice will maximize the opportunities for social and economic development while retaining an attractive, sustainable and secure environment for the enjoyment of the residents and visitors. Through unified responsible and professional leadership and partnership with others, the Municipality will strive to improve the quality of life for all.

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance to the Flag

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"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

4. Texas Pledge of Allegiance

The Pledge of Allegiance to the Texas State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

5. Prayer
6. Public Forum
7. Public Hearing
 - a. Public Hearing for Rezoning 200 North Dallas Street, Rice, TX from R-2 to R-4
8. Reports
 - a. Request a motion to forgo reading the Administrative Reports. All reports are in your packets. If you have any questions, you may ask at this time.
 - b. January 2024 Volunteer Fire Department Report
 - c. February 2024 Volunteer Fire Department Report
 - d. January 2024 Police Department Report
 - e. February 2024 Police Department Report
 - f. January 2024 Municipal Court Report
 - g. February 2024 Municipal Court Report
 - h. January 2024 Administrative Report
 - i. February 2024 Administrative Report
 - j. Mayor's Report
9. Consent Items
 - A. Approval of Minutes
 1. Discuss and Deliberate Approval of January 11, 2024 Regular meeting minutes
 - B. Approval of Financials
 1. Discuss and Deliberate Approval of January 2024 Financials
 2. Discuss and Deliberate Approval of February 2024 financial report
10. New Business
 - a. Discuss and Deliberate Approval of the Resolution for changes to Board of Adjustment members.
 - b. Discuss and Deliberate Approval for rezoning 200 North Dallas from R-2 to R-4
 - c. Discuss and Deliberate approval of the Joint Contract for Election Services
 - d. Discuss refund to Juan and Maria Rodriquez
 - e. Discuss and Deliberate Accepting Laura McGee's resignation from EDC
 - f. Discuss and Deliberate Accepting the resignation of Officer Matthew Guerrero (Badge #375)
 - g. Discuss and Deliberate the reserve officers to cover as part time officers until full time position is filled
 - h. Discuss and Deliberate T-Mobile cell phones instead of Hotspots for Police Department
 - i. Discuss and Deliberate Approval of Replat to abandon one-half Sherman

Street at Gilmer to End of Sherman Street.

- j. Discuss and Deliberate Approval for Procurement Policy for Grantworks
 - k. Discuss and Deliberate approval for SysLogic Technology Services, LLC's contract for Police Department
 - l. Draw names for order names will appear on the May 4, 2024 ballot
 - m. Discuss and Deliberate logistics and security for weekend of April 8, 2024 during the eclipse
 - n. Discuss and Deliberate safety concerns for school traffic.
 - o. Discuss and Deliberate approval of Donna Gibson to the EDC
 - p. Discuss and Deliberate approval of Economic Development Commission bylaws changes
- 11. Council will go into Closed Executive Session pursuant to Section 551.071
 - 12. Reconvene into Regular Session
 - 13. Return from Closed Executive Session to take any action regarding discussions in the Closed Session
 - 14. Adjourn
 - a. Motion to Adjourn

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Rice, Texas, a place readily accessible to the general public at all times, on the ____th day of _____, 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Sharon Watkins
City Secretary/Finance Clerk



Item Title: Public Hearing for Rezoning 200 North Dallas Street, Rice, TX from R-2 to R-4

Summary:

R-2: Single family residential: Lots have a double street frontage at the front and back, the minimum front yard requirements shall be provided at the front and back lot line. R-2 district permits a medium density development.

R-4: Multifamily residential district established to meet the needs for medium to high density residential development where such areas are suitable for higher impact development and higher volume traffic while encouraging the provision of conveniently located rental accommodations.

Background:



Item Title: Request a motion to forgo reading the Administrative Reports. All reports are in your packets. If you have any questions, you may ask at this time.

Summary:

Background:



Item Title: January 2024 Volunteer Fire Department Report

Summary:

Background:

ATTACHMENTS:

Description

January 2023 Fire Department Report

Type

Cover Memo



***Rice Volunteer
Fire Department***
P.O. BOX 27 RICE, TX 75155

Rice Volunteer Fire Department had monthly meeting for January 2024.
Our current membership is 10 active members with a total approximately 25 members.

Rice Volunteer Fire Department responded to 21 calls for service in January 2024.

- Motor Vehicle Accidents – 3 – 1 – Chatfield
- Structure Fires – 3 – 1 – Chatfield
- Vehicle Fires – 1 – Emhouse
- Lift assist – 4 – 3 – Chatfield
- Medical Emergency's – 4 – 1 – Chatfield
- Grass Fires – 3 – 2 – Chatfield
- Fire Alarm – 1
- Gas leak – 1 – Chatfield
- Hazards – 1

Gaylon Taylor
Fire Chief
Rice VFD



Item Title: February 2024 Volunteer Fire Department Report

Summary:

Background:

ATTACHMENTS:

Description

February 2024 Fire Department Report

Type

Cover Memo



***Rice Volunteer
Fire Department***
P.O. BOX 27 RICE, TX 75155

Rice Volunteer Fire Department had monthly meeting for February 2024.
Our current membership is 10 active members with a total approximately 24 members.

Rice Volunteer Fire Department responded to calls 18 for service in February 2024.

- Medical Emergency – 6 – 1 Chatfield
- Lift Assist – 7 - 2 Chatfield
- Landing Zone – 1
- Structure Fire – 1 Emhouse
- Grass Fire – 2 Chatfield
- Fire Investigation – 1

Rice Volunteer Fire Department had 10 personnel at Fire Department Training in February 2024.

Rice Fire Department has responded to 40 calls so far this year.
Rice Fire Department received a pallet of drinking water from NVFC and Anheuser-Bush and the Fire Department shared it with the Police Department and Rice ISD Maintenance Department.

Gaylon Taylor
Fire Chief
Rice VFD



Item Title: January 2024 Police Department Report

Summary:

Background:

ATTACHMENTS:

Description	Type
January 2024 Police Department Report	Cover Memo

POLICE REPORT

FOR



RPD

Year

2023



Total Traffic Stops = 3,422

ARRESTS = 68

Charges include:

<i>Possession of Marihuana</i>	<i>3</i>
<i>Possession of a Controlled Substance</i>	<i>12</i>
 <i>Driving While Intoxicated</i>	 <i>18</i>
 <i>Assault Family Violence</i>	 <i>3</i>
<i>Aggravated Assault with Deadly Weapon</i>	<i>1</i>
 <i>Evading Arrest</i>	 <i>7</i>
<i>Resisting Arrest</i>	<i>6</i>

<i>Fail to ID Fugitive</i>	<i>1</i>
<i>Unlawful Carry of Weapon</i>	<i>5</i>

<i>Tampering with Evidence</i>	<i>1</i>
<i>Theft of Property</i>	<i>1</i>

<i>Terroristic Threat</i>	<i>1</i>
<i>Harassment of Public Servant</i>	<i>1</i>

<i>Criminal Mischief</i>	<i>1</i>
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<i>Interfere w/ Emergency Request for Assistance</i>	<i>1</i>
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<u><i>Total charges for Year</i></u>	<u><i>62</i></u>
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<u><i>Warrants</i></u>	<u><i>23</i></u>
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Motor Vehicle Accidents

<i>MVA</i>	<i>56</i>
<i>CMVA</i>	<i>15</i>

CALLS FOR SERVICE *670*

AUDIT CONDUCTED BY:

<i>Chief Charles Parson</i>	2-01-2024
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ARREST COUNT FOR RICE POLICE
DEPARTMENT

2012	Entire Department	= 67 Arrests
2013	Entire Department	= 95 Arrests
2014	Entire Department	= 61 Arrests
2015	Entire Department	= 128 Arrests
2016	Entire Department	= 145 Arrests
2017	Entire Department	= 153 Arrests
2018	Entire Department	= 121 Arrests
2019	Entire Department	= 112 Arrests
2020	Entire Department	= 99 Arrests
2021	Entire Department	= 124 Arrests
2022	Entire Department	= 98 Arrests
2023	Entire Department	= 68 Arrests

AUDIT CONDUCTED PER
ARREST LOG SHEET & Warrant Arrest
List

BY:
CHIEF CHARLES PARSON 02/01/2024

CITY OF RICE POLICE DEPARTMENT

305 N. Dallas St.
P. O. Box 97
Rice, Texas 75185

Charles Parson, Chief of Police

Telephone: (903) 326-4146
Email: ricepd@ricetx.gov

Traffic Stop Count for 2013:	1,734
Traffic Stop Count for 2014:	2,161
Traffic Stop Count for 2015:	2,026
Traffic Stop Count for 2016:	1,548
Traffic Stop Count for 2017:	1,685
Traffic Stop Count for 2018:	3,081
Traffic Stop Count for 2019:	3,672
Traffic Stop Count for 2020:	2,300
Traffic Stop Count for 2021:	3,145
Traffic Stop Count for 2022:	2,385
Traffic Stop Count for 2023:	3,422



ARRESTS

4

CHARGES

Possession of Marijuana	1
Fail to ID Fugitive	1
Warrant	4
Total	6

CRASHES

MVA	2 + (1 agency assist
MVA fatality)	
CMVA	1

CPS Investigations: 03

Calls For Service: 54

120

POLICE REPORT

FOR



RPD

January 2024

Open Records Requests: **5**

Municipal Court Cases Filed **80**

Traffic Stops **232**

Violations **329**

Updates Regarding PD

- **Delivered Meals on Wheels every Thursday.**
- **Reporting to SRT for the BWC Grant has been completed.**
- **NIBRS Report submitted to DPS.**
- **2023 Racial Profiling Report submitted to TCOLE.**
- **Officer Matthew Guerrero resigned.**

AUDIT CONDUCTED BY: Chief Charles Parson 2-06-2024

OffenseStopCount

*This report does not include voided, test, or deleted records,
but does include warnings (if *ALL* or WARNINGS is selected in the Stop Result field.*

	232 Stops	329 Violations
	232 Stops	329 Violations
Speeding		89
Expired Registration		86
Defective Head Lamps		1
Defective Tail Lamps		3
Drove Without Lights When Required		1
Fail To Maintain Financial Responsibility		26
Fail To Stop-Designated Point-Stop Sign		2
Failed To Signal Lane Change		9
No Drivers License		37
Defective Brakes		1
Display Fictitious License Plate		5
Display Unclean License Plates		1
DOG OR CAT AT LARGE		1
Drive While License Invalid		4
Failed To Drive In Single Lane		8
Failed To Report Chng Addr Or Name - CDL		1
FAILURE TO REGISTER DOG OR CAT		1
Illegal Window Tint		12
Missing License Plate		10
No Tail Lamps		2
Ran Stop Sign		4
Unrestrained Child-Safety Seat Violation		2
Expired Drivers License		8
Defective Equipment		2
Disregarded Traffic Control Device		1
Possession of Drug Paraphernalia		1
Drove Onto Or Off Controlled Access Hwy Where Prohibited		6
Drove Wrong Way On One-Way Roadway		1
Fail To Control Speed		1



OffenseStopCount

Following Too Closely	1
Unapproved Lighting	1
Unsecured Load	1

Charles Parson

From: noreply@tcole.texas.gov
Sent: Wednesday, January 10, 2024 4:40 PM
To: Charles Parson
Subject: Racial Profiling Report

You have successfully filed your racial profiling report with TCOLE.

To view or print your submission:

Return to your TCLEDDS account

Click on Racial Profiling in the left menu Hover over the year you wish to view or print Select the appropriate option from the hover menu

Edits to your submission may be made through March 1st.

This communication, including attachments, may contain information that is confidential and protected. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, and employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments, without reading them or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful.

Racial Profiling Report | Full

Agency Name: RICE POLICE DEPT.

Reporting Date: 01/10/2024

TCOLE Agency Number: 349210

Chief Administrator: CHARLES W. PARSON

Agency Contact Information:

Phone: (903) 326-4146

Email: cparson@ricetx.gov

Mailing Address:

305 N. Dallas Street

RICE, TX 75155

This Agency filed a full report

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

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

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

Executed by: Charles Parson
Chief

Date: 01/10/2024

Total stops: 3422

Street address or approximate location of the stop

City street	359
US highway	2972
County road	0
State highway	90
Private property or other	1

Was race or ethnicity known prior to stop?

Yes	54
No	3368

Race / Ethnicity

Alaska Native / American Indian	59
Asian / Pacific Islander	92
Black	836
White	1616
Hispanic / Latino	819

Gender

Female	1044
Alaska Native / American Indian	10
Asian / Pacific Islander	29
Black	303
White	548
Hispanic / Latino	154
Male	2378
Alaska Native / American Indian	49
Asian / Pacific Islander	63
Black	533
White	1068
Hispanic / Latino	665

Reason for stop?

Violation of law	10
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	5

Hispanic / Latino	2
Preexisting knowledge	23
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	9
White	9
Hispanic / Latino	5
Moving traffic violation	1569
Alaska Native / American Indian	42
Asian / Pacific Islander	74
Black	392
White	809
Hispanic / Latino	252
Vehicle traffic violation	1820
Alaska Native / American Indian	17
Asian / Pacific Islander	17
Black	433
White	793
Hispanic / Latino	560
Was a search conducted?	
Yes	96
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	45
White	33
Hispanic / Latino	16
No	3326
Alaska Native / American Indian	58
Asian / Pacific Islander	91
Black	791
White	1583
Hispanic / Latino	803
Reason for Search?	
Consent	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1

Hispanic / Latino	1		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	81		
Alaska Native / American Indian	1		
Asian / Pacific Islander	1		
Black	41		
White	25		
Hispanic / Latino	13		
Inventory	12		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	3		
White	7		
Hispanic / Latino	2		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?		Did the finding result in arrest?	
Yes	77	(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	1	Yes 0	No 1
Black	39	Yes 4	No 35
White	25	Yes 2	No 23
Hispanic / Latino	12	Yes 2	No 10
No	19		
Alaska Native / American Indian	1		
Asian / Pacific Islander	0		
Black	6		
White	8		
Hispanic / Latino	4		

Description of contraband

Drugs	68
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	36
White	20
Hispanic / Latino	11
Weapons	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	3
Hispanic / Latino	0
Currency	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Alcohol	10
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	2
Hispanic / Latino	2
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	5
Hispanic / Latino	0
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	985
Alaska Native / American Indian	23
Asian / Pacific Islander	19
Black	218
White	593
Hispanic / Latino	132
Citation	2402
Alaska Native / American Indian	36
Asian / Pacific Islander	73
Black	608
White	1007
Hispanic / Latino	678
Written warning and arrest	13
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	5
Hispanic / Latino	2
Citation and arrest	22
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	11
Hispanic / Latino	7
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	16
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	7
White	5
Hispanic / Latino	4
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	19
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	11
Hispanic / Latino	5

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	1
Officer	0
Both	0
No	3421
Alaska Native / American Indian	59
Asian / Pacific Islander	92
Black	835
White	1616
Hispanic / Latino	819

Number of complaints of racial profiling

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

Comparative Analysis

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

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

RICE POLICE DEPT.

01. Total Traffic Stops:	3422	
02. Location of Stop:		
a. City Street	359	10.49%
b. US Highway	2972	86.85%
c. County Road	0	0.00%
d. State Highway	90	2.63%
e. Private Property or Other	1	0.03%
03. Was Race known prior to Stop:		
a. NO	3368	98.42%
b. YES	54	1.58%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	59	1.72%
b. Asian/ Pacific Islander	92	2.69%
c. Black	836	24.43%
d. White	1616	47.22%
e. Hispanic/ Latino	819	23.93%
05. Gender:		
a. Female	1044	30.51%
i. Alaska/ Native American/ Indian	10	0.29%
ii. Asian/ Pacific Islander	29	0.85%
iii. Black	303	8.85%
iv. White	548	16.01%
v. Hispanic/ Latino	154	4.50%
b. Male	2378	69.49%
i. Alaska/ Native American/ Indian	49	1.43%
ii. Asian/ Pacific Islander	63	1.84%
iii. Black	533	15.58%
iv. White	1068	31.21%
v. Hispanic/ Latino	665	19.43%
06. Reason for Stop:		
a. Violation of Law	10	0.29%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	10.00%

Racial Profiling Analysis Report

iii. Black	2	20.00%
iv. White	5	50.00%
v. Hispanic/ Latino	2	20.00%
b. Pre-Existing Knowledge	23	0.67%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	9	39.13%
iv. White	9	39.13%
v. Hispanic/ Latino	5	21.74%
c. Moving Traffic Violation	1569	45.85%
i. Alaska/ Native American/ Indian	42	2.68%
ii. Asian/ Pacific Islander	74	4.72%
iii. Black	392	24.98%
iv. White	809	51.56%
v. Hispanic/ Latino	252	16.06%
d. Vehicle Traffic Violation	1820	53.19%
i. Alaska/ Native American/ Indian	17	0.93%
ii. Asian/ Pacific Islander	17	0.93%
iii. Black	433	23.79%
iv. White	793	43.57%
v. Hispanic/ Latino	560	30.77%
07. Was a Search Conducted:		
a. NO	3326	97.19%
i. Alaska/ Native American/ Indian	58	1.74%
ii. Asian/ Pacific Islander	91	2.74%
iii. Black	791	23.78%
iv. White	1583	47.59%
v. Hispanic/ Latino	803	24.14%
b. YES	96	2.81%
i. Alaska/ Native American/ Indian	1	1.04%
ii. Asian/ Pacific Islander	1	1.04%
iii. Black	45	46.88%
iv. White	33	34.38%
v. Hispanic/ Latino	16	16.67%
08. Reason for Search:		
a. Consent	3	0.09%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	33.33%
iv. White	1	33.33%
v. Hispanic/ Latino	1	33.33%
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	81	2.37%
ii. Alaska/ Native American/ Indian	1	1.23%
i. Asian/ Pacific Islander	1	1.23%
iii. Black	41	50.62%
iv. White	25	30.86%
v. Hispanic/ Latino	13	16.05%
d. Inventory	12	0.35%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	25.00%
iv. White	7	58.33%
v. Hispanic/ Latino	2	16.67%
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	77	2.25%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	1	1.30%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
iii. Black	39	50.65%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	4	
Finding resulted in arrest - NO	35	
iv. White	25	32.47%
Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	23	
v. Hispanic/ Latino	12	15.58%
Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	10	
b. NO	19	0.56%
i. Alaska/ Native American/ Indian	1	5.26%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	6	31.58%
iv. White	8	42.11%
v. Hispanic/ Latino	4	21.05%
10. Description of Contraband:		
a. Drugs	68	1.99%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	1.47%
iii. Black	36	52.94%
iv. White	20	29.41%
v. Hispanic/ Latino	11	16.18%
b. Currency	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Weapons	9	0.26%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	6	66.67%
iv. White	3	33.33%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	10	0.29%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	6	60.00%
iv. White	2	20.00%

Racial Profiling Analysis Report

v. Hispanic/ Latino	2	20.00%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	7	0.20%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	2	28.57%
iv. White	5	71.43%
v. Hispanic/ Latino	0	0.00%
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	985	28.78%
i. Alaska/ Native American/ Indian	23	2.34%
ii. Asian/ Pacific Islander	19	1.93%
iii. Black	218	22.13%
iv. White	593	60.20%
v. Hispanic/ Latino	132	13.40%
c. Citation	2402	70.19%
i. Alaska/ Native American/ Indian	36	1.50%
ii. Asian/ Pacific Islander	73	3.04%
iii. Black	608	25.31%
iv. White	1007	41.92%
v. Hispanic/ Latino	678	28.23%
d. Written Warning and Arrest	13	0.38%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	6	46.15%
iv. White	5	38.46%
v. Hispanic/ Latino	2	15.38%

Racial Profiling Analysis Report

e. Citation and Arrest	22	0.64%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	18.18%
iv. White	11	50.00%
v. Hispanic/ Latino	7	31.82%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	16	0.47%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	7	43.75%
iv. White	5	31.25%
v. Hispanic/ Latino	4	25.00%
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	19	0.56%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	15.79%
iv. White	11	57.89%
v. Hispanic/ Latino	5	26.32%

Racial Profiling Analysis Report

13. Was Physical Force Used:		
a. NO	3421	99.97%
i. Alaska/ Native American/ Indian	59	1.72%
ii. Asian/ Pacific Islander	92	2.69%
iii. Black	835	24.41%
iv. White	1616	47.24%
v. Hispanic/ Latino	819	23.94%
b. YES	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	1	100.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 01/10/2024



Item Title: February 2024 Police Department Report

Summary:

Background:

ATTACHMENTS:

Description

February 2024 Police Report

Type

Cover Memo

POLICE REPORT

FOR



RPD

February 2024



ARRESTS

4

CHARGES

Driving While Intoxicated	2
Driving While Intoxicated w/ open container	1
Warrant	1
Total	4

CRASHES

MVA	1
CMVA	2

Calls For Service: 56

Open Records Requests: 5

Municipal Court Cases Filed: 65

CPS Reports: 1

Traffic Stops: 178

Violations: 260

Compliments on Officer's / Agency: 2

1 Voicemail & 1 Letter

Code Enforcement Letters Sent out: 2

Updates Regarding PD

- NIBRS Report for January 2024 was submitted to DPS.
- Navarro County 100 Club funding request.
- Delivered Meals on Wheels every Thursday.
- Removed old communications building and installed a new building.

Production Audit conducted by: Chief Charles Parson 3-08-2024



OffenseStopCount

*This report does not include voided, test, or deleted records,
but does include warnings (if "ALL" or WARNINGS is selected in the Stop Result field).*

	178 Stops	260 Violations
	178 Stops	260 Violations
Speeding		90
Expired Registration		59
Defective Stop Lamps		1
Fail To Maintain Financial Responsibility		18
Failed To Dim Headlights - Following		1
Failed To Drive In Single Lane		13
Missing License Plate		9
No Drivers License		29
No License Plate Light		1
Operate Unregistered Motor Vehicle		1
Expired Drivers License		2
FTYROW To Emergency Vehicle		1
Defective Tail Lamps		1
DOG OR CAT AT LARGE		1
Drive While License Invalid		6
Fail To Display Drivers License		2
Failed To Signal Lane Change		2
FAILURE TO REGISTER DOG OR CAT		1
FAILURE TO VACCINATE DOG OR CAT		1
Illegal Window Tint		10
Ran Stop Sign		1
Following Too Closely		1
Assault by Contact		1
Carry Passenger Without Helmet		1
Display Fictitious License Plate		3
Display Unclean License Plates		1
Operate Motor Veh With Fictitious Plate		1
Possession of Drug Paraphernalia		2

Charles Parson

From: nibrshub@otech.com
Sent: Friday, March 1, 2024 1:21 PM
To: Charles Parson
Subject: Import File (NIBRS) Processing Completed
Attachments: TX1750300_20240301_012100.xlsx

You have a new Alert from Texas UCR Repository.
Import File (NIBRS) Processing Completed (ImportFileID: 82371) with Error rate 0.00%

5 valid incidents
0 incidents with errors

You can review it by clicking [here](#).

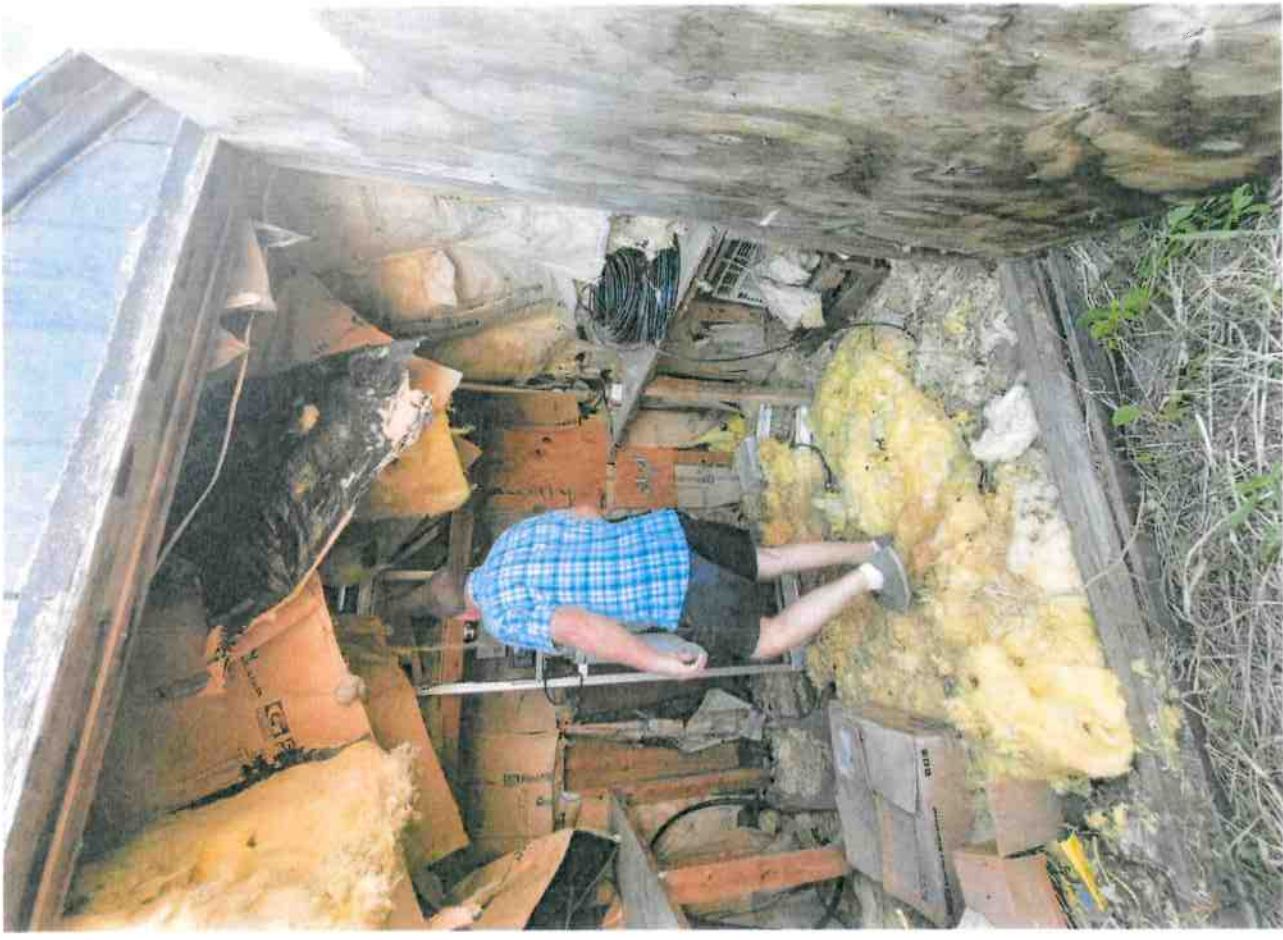
OLD COMMUNICATIONS BUILDING







OLD COMMUNICATIONS BUILDING



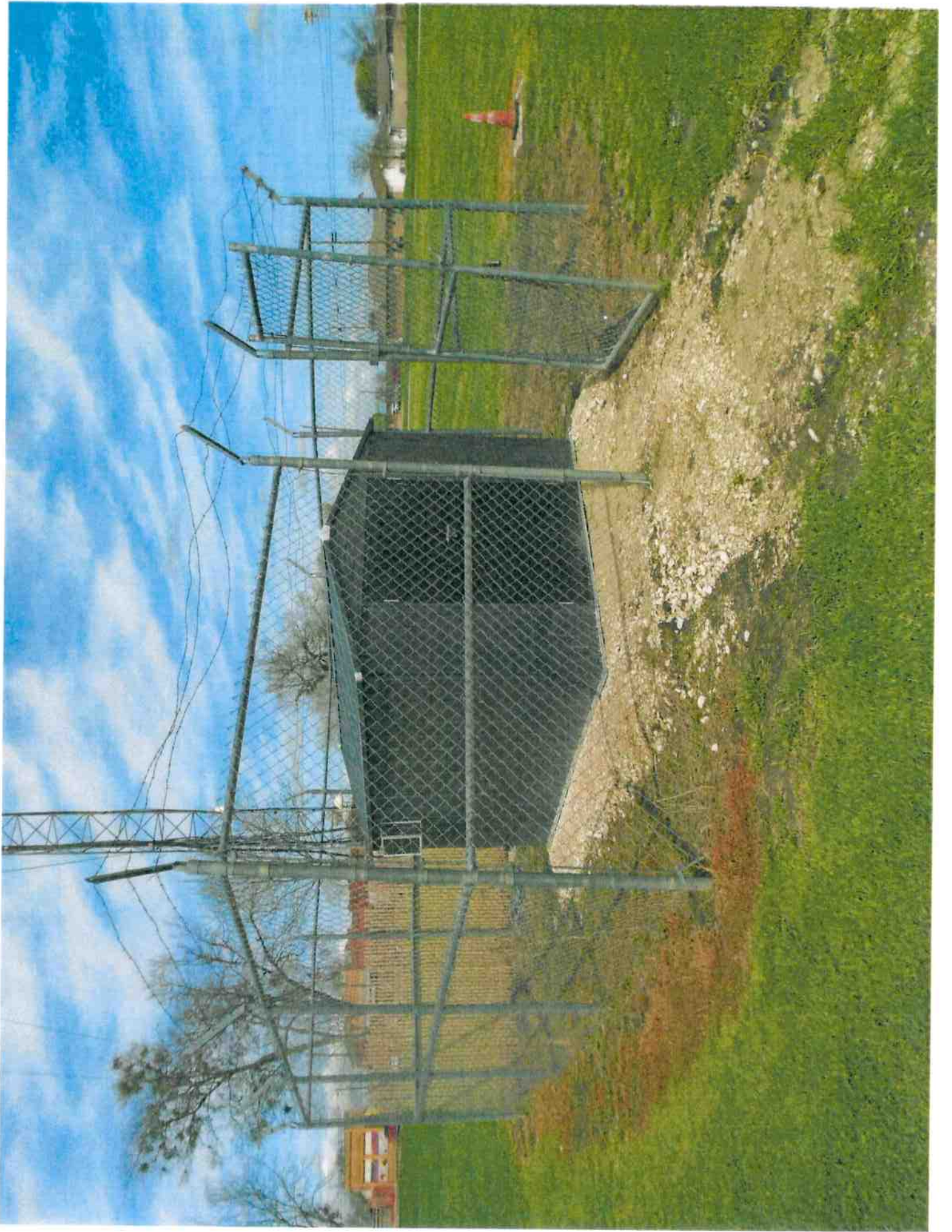
INSIDE



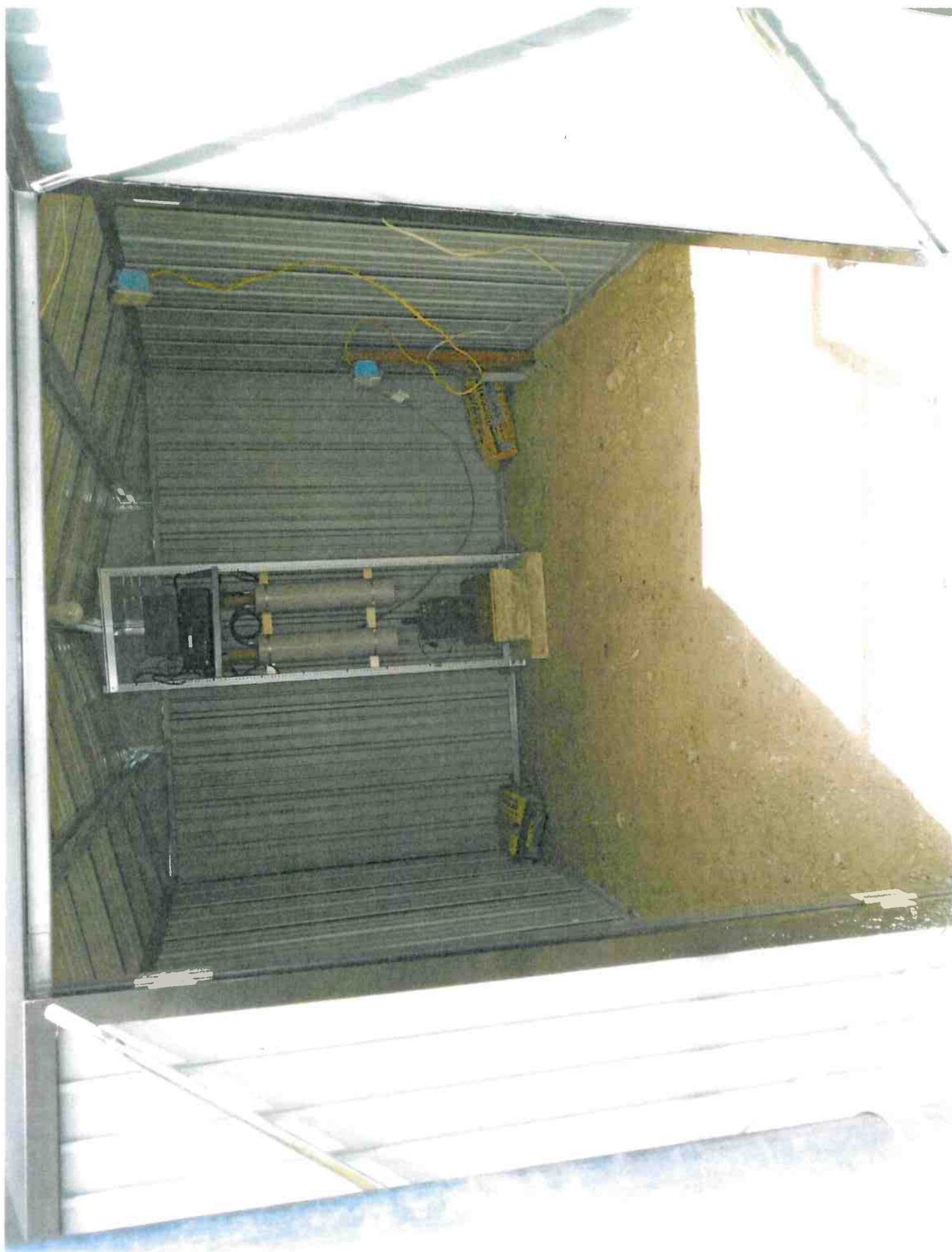
NEW COMMUNICATIONS BUILDING
2024













Item Title: January 2024 Municipal Court Report

Summary:

Background:

ATTACHMENTS:

Description

January 2024 Municipal Court Report

Type

Cover Memo

City of Rice Municipal Court Council Report From 1/1/2024 to 1/31/2024

2/5/2024 9:34 AM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
241	36	1	0	31	309

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$15,831.17	\$11,002.86	\$23,599.23	\$774.46	\$926.56	\$52,134.28

Warrants

Issued	Served	Closed	Total
166	0	24	190

FTAs/VPTAs

FTAs	VPTAs	Total
36	30	66

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
142	0	20	19	42	223

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	4	4

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
166	0	166	332



Item Title: February 2024 Municipal Court Report

Summary:

Background:

ATTACHMENTS:

Description

February 2024 Municipal Court Report

Type

Cover Memo

City of Rice

Municipal Court Council Report
From 2/1/2024 to 2/29/2024

3/4/2024 8:52 AM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
183	27	1	0	23	234

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$16,217.62	\$14,491.32	\$27,729.18	\$767.10	\$901.32	\$60,106.54

Warrants

Issued	Served	Closed	Total
139	0	47	186

FTAs/VPTAs

FTAs	VPTAs	Total
26	21	47

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
173	0	16	7	20	216

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	2	2

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
139	0	139	278



Item Title: January 2024 Administrative Report

Summary:

Background:

ATTACHMENTS:

Description

January 2024 Administrative Report

Type

Cover Memo

JANUARY 2024 ADMINISTRATIVE REPORT

MUNICIPAL CLERK

Assisted in all areas when asked

Answered phone calls

Greets visitors and directs them to proper office

Translation when needed

7 Permits

Sign	1
Solar panels	1
Address	1
Roof	1
Garage Sale	1
Simple Electric	2

CITY SECRETARY/FINANCE CLERK

Payroll

Completed and mailed all required end of year tax documents before deadline

Trained on 1099 forms in Fundview

Updated all deductions from employees' payroll in Fundview

Completed all accounts payable and accounts receivable

Payroll

Worked with EDC on financials

All room in HUB are leased

PUBLIC WORKS

Repaired broken water line in concession stand at park

Replaced toilet valve at Soggy Peso

Cleared roads of fallen trees

Graded and added base gravel to Benton, Marshall and Sherman

Adjusted doors at Soggy Peso office and restroom

Drained water lines and turned water heater off at Library before freeze

Checked pipes at park, library and city hall to make sure all were covered and drained before freeze

Installed new security cameras in gym, fitness center, legacy room, entrance and city hall

Repaired and reset Stop sign at Boston and Calhoun

Reset speed limit sign at 100 Block of Calhoun

Reset speed limit sign on Fannin Street

Fixed flag downtown

PARKS AND RECREATION

Began planning a Solar Eclipse event for April 8, 2024

Talking to food and craft vendors

Beginning to work on Easter event

Updated all application for all rentals

Legacy Room was rented 2 times during January

Closes gym at 8 pm

Working on updating members of the fitness center

ADMINISTRATIVE

Began performance evaluations

Held staff meetings

Had department head meeting

Completed election candidate packets

Attended the TML Training for newly elected officials and mayor

Trained with Bureau Veritas on Health permitting

Attended the MDMYA annual board meeting

Prepared all public notices for newspaper for Board of Adjustment and Rezoning request

Prepared property signs for Board of Adjustment variance request and Rezoning request

Worked on grant paperwork with Grantworks

Met with Rolando Chapa and Brandi Soloman from EDC

Attended EDC meeting

Met with Texas Workforce



Item Title: February 2024 Administrative Report

Summary:

Background:

ATTACHMENTS:

Description

February 2024 Administrative Report

Type

Cover Memo

ADMINISTRATIVE REPORT

February 2024

MUNICIPAL CLERK

Answer phone calls and take messages
Answer front door buzzer and direct citizens where to go
Enter Invoices, scan and attach receipts
Enter new membership on Rec Desk fitness center
Helped with the Spring newsletter
Helped with Election deadlines
Screened all complaint calls about the bridge
Assists people with 911 addresses
Issued 7 permit:
 2 Simple Electrical
 1 Roof
 1 Solar Panels
 1 Addressing
 1 Sign
 1 Garage Sale

CITY SECRETARY/FINANCE

Finished reconciliation report for January
Completed all payables for January
Posted on Rice Facebook page
Covered Rec Desk
Completed minutes for City Council meeting
Organized and updated all files
HUB is full at this time
Completed and mailed all tax forms
Completed IRS forms
Completed TMRS forms

MAINTENANCE

Mowed
Road repair: graded and added base gravel to Benton, Marshall and Sherman
Maintains recycle bins
Weedeated, edged
Makes sure bridge underpass is clear of debris
Cleaned up trash on roadways
Repaired broken water pipe at concession stand at park
Replaced toilet at Soggy Peso
Cleared roads from fallen trees
Installed new cameras in gym, fitness center, legacy room , entrance
Replaced stop sign at Calhoun and Boston; speed limit sign in the 100 block of E. Calhoun

PARKS AND RECREATION

Training for all Parks and Rec areas
Started Easter event with Event Committee
Maintain Easter budget

Getting donations for the Easter event

Closes gym and 8 and walks through HUB to make sure all doors are locked

ADMINISTRATOR

Had several meetings with concerned citizens

Completed a few NovusAgenda on line trainings

Worked with Grantworks on emergency procedures

Held staff meeting

Had department head meeting

Prepared all election materials

Had meeting with Bureau Veritas on Health permits

Attended the MDMYA board meeting



Item Title: Mayor's Report

Summary:

Background:



Item Title: Discuss and Deliberate Approval of January 11, 2024 Regular meeting minutes

Summary:

Background:

ATTACHMENTS:

Description

January 2024 Minutes for Regular Meeting

Type

Cover Memo



**REGULAR MEETING OF THE GOVERNING BODY OF
RICE, TEXAS
MINUTES**

**6:00 PM
Rice City Hall
305 N. Dallas Street
Rice, TX 75155**

AGENDA

1. Call to Order: By Christi Campell, Mayor at 6:01 pm

City of Rice

Mission Statement

The City of Rice will maximize the opportunities for social and economic development while retaining an attractive, sustainable and secure environment for the enjoyment of the residents and visitors. Through unified responsible and professional leadership and partnership with others, the Municipality will strive to improve the quality of life for all.

2. Roll Call: By Sharon Watkins
 - a. Present: Sheila Teague, Rosa Vasquez, Diane Cheek, Donnie Fisher, Troy Foreman and Mayor Campbell
 - b. Absent: None
3. Pledge of Allegiance: By all

The Pledge of Allegiance to the Flag

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

4. Texas Pledge of Allegiance: By all

The Pledge of Allegiance to the Texas State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

5. Prayer: Donnie P. Fisher

6. Public Forum: None

7. Reports

- a. December 2023 Volunteer Fire Department Report: Gaylon Taylor
- b. December 2023 Police Department Report: Chief Parsons
- c. December 2023 Municipal Court Report: Mechelle Haston
- d. December 2023 Mayors Report: Christi Campbell
- e. December 2023 Administrative Report: Vicki Fisher
- f. December 2023 EDC Report:
- g. Dedication of Big Fan in Gym from EDC to City of Rice: Tabled until a later date
Motion by: Donnie P. Fisher
Seconded by: Sheila Teague

8. Consent Items

A. Approval of Minutes

- 1. Discuss and Deliberate Approval of December 14, 2023, Regular Minutes:
Motion to approve Minutes for December 14, 2023: Troy Foreman
Seconded by: Donnie P. Fisher
- 2. Discuss and Deliberate Approval of Minutes for December 14, 2023 Workshop:
Motion to Approve Minutes for December 14, 2023 Workshop: Donnie P. Fisher
Seconded by: Diane Cheek

B. Approval of Financials

- 1. Discuss and Deliberate Approval of December 2023 Financials:
Motion to Approve Financials for December 2023: Sheila Teague
Seconded by: Rosa Vasquez

9. New Business

- a. Discuss and Deliberate on Rezoning 200 North Dallas property to Multi-family zone
Motion to approve the rezoning of 200 North Dallas from R-2 To R-4: Troy Foreman
Seconded by: Donnie P. Fisher

*It was discovered (by text to council members) that rezoning had to have a public hearing before having a vote. This will appear in the February 8, 2024, agenda for another vote.

- b. Discuss and Deliberate Approval of Storage Units on E. Calhoun Street
Motion to approve the storage units on E. Calhoun Street: Donnie P. Fisher
Seconded: Troy Foreman
*This must go before a public hearing. The public hearing is scheduled for February 8, 2024 at 7 pm, then this will be voted on again.
 - c. Discuss and Deliberate submittals for the Comprehensive Plan
Motion to approve Grantworks to complete the Comprehensive Plan:
Donnie P. Fisher
Seconded: Troy Foreman
 - d. Discuss and Deliberate Resolution for the Community Development Block Grant-Mitigation Resilient Communities Program
Motion to approve the Resolution for the Community Development:
Troy Foreman
Seconded by: Donnie P. Fisher
 - e. Discuss and Deliberate Chief Parsons driving Police Unit home
Motion for Chief Parsons to continue to drive Patrol Unit home: Rosa Vasquez
Seconded by: Troy Foreman
 - f. Discuss and Deliberate attempting to auction off the crashed patrol vehicle (Unit 106) on GovDeals.com
Motion to auction crashed patrol vehicle on GovDeals.com:
Donnie P. Fisher
Seconded by: Troy Foreman
 - g. Discuss and Deliberate on update on server replacement
Motion to Table update on server replacement until two additional bids were obtained: Rosa Vasquez
Seconded by: Troy Foreman
 - h. Discuss and Deliberate paying a person to clean up our General Ledger and/or Chart of Accounts in Fundview
Motion to table until a further date: Donnie P. Fisher
Seconded by: Troy Foreman
- 10. Closed Session
No Closed Session
 - 11. Council will go into Closed Executive Session pursuant to Section 551.071
 - 12. Reconvene into Regular Session
 - 13. Return from Closed Executive Session to take any action regarding discussions in the Closed Session

14. Adjourn

a. Motion to Adjourn: Troy Foreman

Seconded by: Donnie P. Fisher

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Rice, Texas, a place readily accessible to the general public at all times, on the day of _____, 2024 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Sharon Watkins
City Secretary/Finance Clerk



Item Title: Discuss and Deliberate Approval of January 2024 Financials

Summary:

Reconciliation report for January

Background:

ATTACHMENTS:

Description

Discuss and Deliberate on approval of January 2024 Financials

Type

Cover Memo

Summary

2/19/2024 11:13:48 AM

City of Rice
Bank Reconciliation Report Summary
1/1/2024 to 1/31/2024
FSB Consolidated Cash Checking 999-1000 Consolidated Cash Checking

Statement Beginning Balance		258521.85	Statement Ending Balance
	Cleared Increases	103133.3	
	Cleared Decreases	<u>-146035.08</u>	
Cleared Balance		215620.07	Adjusted GL Balance
	Uncleared Increases	0	0
	Uncleared Decreases	<u>0</u>	<u>0</u>
Statement Ending Balance		215620.07	GL Ending Balance
	Remaining To Clear	0	0



Item Title: Discuss and Deliberate Approval of February 2024 financial report

Summary:

Background:

ATTACHMENTS:

Description

February 2024 Financial Report

Type

Cover Memo

Summary

City of Rice
Bank Reconciliation Report Summary
2/1/2024 to 3/1/2024
FSB Consolidated Cash Checking 999-1000 Consolidated Cash Checking

Statement Beginning Balance		215620.07	Statement Ending Balance
	Cleared Increases	174471.98	
	Cleared Decreases	<u>83525.27</u>	
Cleared Balance		306566.78	Adjusted GL Balance
	Uncleared Increases	0	0
	Uncleared Decreases	<u>0</u>	<u>0</u>
Statement Ending Balance		306566.78	GL Ending Balance
	Remaining To Clear	0	0

Outstanding Increases	306566.78
250 234074.91	
Outstanding Decreases	117 -279307.4
	<u>261334.29</u>

Remaining To Reconcile	261334.29
	0

City of Rice
Financial Statement
As of February 29, 2024

3/8/2024 9:40 AM

100 - General Fund							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales & Property Taxes							
100-4010 Ad Valorem Current	79,812.21	63,000.00	16,812.21	199,409.12	350,000.00	56.97%	150,590.88
100-4020 Ad Valorem Delinquent	72.41	750.00	(677.59)	1,403.77	5,000.00	28.08%	3,596.23
100-4130 Sales Tax Revenue	17,836.22	13,600.00	4,236.22	70,215.20	170,000.00	41.30%	99,784.80
100-4132 4B Economic Development Sales	0.00	3,750.00	(3,750.00)	0.00	45,000.00	0.00%	45,000.00
100-6572 Special General Fund Sales Tax	0.00	2,500.00	(2,500.00)	0.00	30,000.00	0.00%	30,000.00
Sales & Property Taxes Totals	97,720.84	83,600.00	14,120.84	271,028.09	600,000.00	45.17%	328,971.91
Interest Income							
100-4012 Ad Valorem Pent and Int	0.00	345.00	(345.00)	0.00	2,000.00	0.00%	2,000.00
100-4185 Interest Income	0.00	41.65	(41.65)	11.36	500.00	2.27%	488.64
Interest Income Totals	0.00	386.65	(386.65)	11.36	2,500.00	0.45%	2,488.64
Business & Franchise							
100-4140 Franchise Fee	907.82	816.00	91.82	5,386.95	60,000.00	8.98%	54,613.05
Business & Franchise Totals	907.82	816.00	91.82	5,386.95	60,000.00	8.98%	54,613.05
Leases & Rents							
100-4143 Communications Tower Rental	400.00	300.00	100.00	2,000.00	3,600.00	55.56%	1,600.00
100-4144 Office Lease - City Hall Annex	4,426.00	5,060.00	(634.00)	23,513.01	50,000.00	47.03%	26,486.99
100-4144 Office Lease - 20th Century Club	778.75	0.00	778.75	5,048.68	0.00	0.00%	(5,048.68)
Leases & Rents Totals	5,604.75	5,360.00	244.75	30,561.69	53,600.00	57.02%	23,038.31
Other Revenue Sources							
100-4190 Other Income	136.80	1,000.00	(863.20)	3,665.37	10,000.00	36.65%	6,334.63
100-4391 Prompt Pay State Fee Discount	0.00	0.00	0.00	9,047.48	12,000.00	75.40%	2,952.52
100-4902 Park Revenue	1,859.01	833.00	1,026.01	8,570.17	10,000.00	85.70%	1,429.83
100-4912 Recreation Center Rents & Fees	0.00	1,000.00	(1,000.00)	0.00	10,000.00	0.00%	10,000.00

City of Rice
Financial Statement
As of February 29, 2024

3/8/2024 9:40 AM

100 - General Fund							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Other Revenue Sources							
Other Revenue Sources Totals	1,995.81	2,833.00	(837.19)	21,283.02	42,000.00	50.67%	20,716.98
Licenses & Permits							
100-4200 Permits and Licencing	1,640.54	2,700.00	(1,059.46)	4,265.78	30,000.00	14.22%	25,734.22
100-4202 Inspections	479.62	0.00	479.62	2,854.62	0.00	0.00%	(2,854.62)
Licenses & Permits Totals	2,120.16	2,700.00	(579.84)	7,120.40	30,000.00	23.73%	22,879.60
Fines & Fees							
100-4343 Special Expense Fee	5,726.37	5,000.00	726.37	26,927.62	50,000.00	53.86%	23,072.38
100-4353 6701d fines	25,824.79	19,159.00	6,665.79	118,267.59	230,000.00	51.42%	111,732.41
100-4363 Other Fines	1,904.39	2,500.00	(595.61)	9,075.61	25,000.00	36.30%	15,924.39
Fines & Fees Totals	33,455.55	26,659.00	6,796.55	154,270.82	305,000.00	50.58%	150,729.18
Court Revenues							
100-4373 Court Fees	3,233.16	2,880.00	353.16	16,213.55	32,000.00	50.67%	15,786.45
100-4383 Warrant Fees	2,099.34	2,000.00	99.34	8,385.02	25,000.00	33.54%	16,614.98
100-4385 Court Collections Revenue	1,649.74	1,249.50	400.24	5,324.41	15,000.00	35.50%	9,675.59
Court Revenues Totals	6,982.24	6,129.50	852.74	29,922.98	72,000.00	41.56%	42,077.02
Checking Account Carry Forward							
Year End Estimated Balance							
100-8000 Checking Account Carry Forward	0.00	16,660.00	(16,660.00)	0.00	200,000.00	0.00%	200,000.00
Checking Account Carry Forward Year End Estimated Balance Totals	0.00	16,660.00	(16,660.00)	0.00	200,000.00	0.00%	200,000.00
Revenue Totals	148,787.17	145,144.15	3,643.02	519,585.31	1,365,100.00	38.06%	845,514.69

City of Rice

Financial Statement

As of February 29, 2024

3/8/2024 9:49:00 AM

100 - General Fund General Administration							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Community Programs & Donations	0.00	333.20	(333.20)	1,830.93	4,000.00	45.77%	2,169.07
Insurance Expense	212.61	208.25	4.36	1,063.29	2,500.00	42.53%	1,436.71
Legal & Professional Fees	2,061.75	1,761.93	299.82	5,801.89	21,400.00	27.11%	15,598.11
Office & Supplies	64.03	259.96	(195.93)	1,588.88	3,700.00	42.94%	2,111.12
Operating Expense	330.00	2,065.84	(1,735.84)	13,672.15	47,800.00	28.60%	34,127.85
Other Expenses	0.00	1,666.67	(1,666.67)	0.83	20,000.00	0.00%	19,999.17
Personnel/Payroll	12,305.82	13,084.80	(778.98)	61,108.18	165,044.00	37.03%	103,935.82
General Administration Totals	14,974.21	19,380.65	(4,406.44)	85,066.15	264,444.00	32.17%	179,377.85

100 - General Fund Municipal Court							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Community Programs & Donations	0.00	62.50	(62.50)	0.00	750.00	0.00%	750.00
Court Expense	0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00
Insurance Expense	10.92	83.30	(72.38)	54.60	1,000.00	5.46%	945.40
Legal & Professional Fees	331.39	2,165.80	(1,834.41)	6,241.55	26,000.00	24.01%	19,758.45
Office & Supplies	215.08	316.54	(101.46)	2,312.20	3,800.00	60.85%	1,487.80
Operating Expense	0.00	1,320.81	(1,320.81)	1,547.08	15,850.00	9.76%	14,302.92
Personnel/Payroll	8,510.47	8,383.79	126.68	42,494.74	106,644.13	39.85%	64,149.39
Municipal Court Totals	9,067.86	12,357.73	(3,289.87)	52,650.17	154,344.13	34.11%	101,693.96

100 - General Fund Municipal Buildings							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Insurance Expense	374.56	333.20	41.36	1,872.80	4,000.00	46.82%	2,127.20
Legal & Professional Fees	440.00	291.55	148.45	1,320.00	3,500.00	37.71%	2,180.00
Office & Supplies	73.22	166.60	(93.38)	266.63	2,000.00	13.33%	1,733.37

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Operating Expense	5,819.87	3,817.15	2,002.72	23,967.06	45,000.00	53.26%	21,032.94
Repairs & Maintenance	938.50	1,166.60	(228.10)	3,104.14	12,000.00	25.87%	8,895.86
Municipal Buildings Totals	7,646.15	5,775.10	1,871.05	30,530.63	66,500.00	45.91%	35,969.37

100 - General Fund City Hall Annex	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Legal & Professional Fees	0.00	50.00	(50.00)	0.00	600.00	0.00%	600.00
Operating Expense	277.09	599.80	(322.71)	1,884.03	7,200.00	26.17%	5,315.97
Repairs & Maintenance	264.10	858.15	(594.05)	446.82	10,500.00	4.26%	10,053.18
City Hall Annex Totals	541.19	1,507.95	(966.76)	2,330.85	18,300.00	12.74%	15,969.15

100 - General Fund Parks and Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
Community Programs & Donations	972.60	0.00	972.60	1,837.58	10,000.00	18.38%	8,162.42
Insurance Expense	43.53	124.80	(81.27)	217.65	1,500.00	14.51%	1,282.35
Interest Expense	32.62	83.33	(50.71)	97.88	1,000.00	9.79%	902.12
Legal & Professional Fees	320.00	166.60	153.40	960.00	2,000.00	48.00%	1,040.00
Office & Supplies	0.00	4,679.82	(4,679.82)	119.60	6,950.00	1.72%	6,830.40
Operating Expense	199.12	869.70	(670.58)	6,608.01	15,250.00	43.33%	8,641.99
Other Expenses	1,331.25	416.50	914.75	3,921.25	5,000.00	78.43%	1,078.75
Personnel/Payroll	1,813.03	2,076.51	(263.48)	8,804.68	26,882.35	32.75%	18,077.67
Repairs & Maintenance	589.93	1,541.57	(951.64)	3,349.99	11,000.00	30.45%	7,650.01
Parks and Recreation Totals	5,302.08	10,375.33	(5,073.25)	25,916.64	84,582.35	30.64%	58,665.71

100 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
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Capital	1,453.49	1,332.80	120.69	7,267.45	16,000.00	45.42%	8,732.55
Community Programs & Donations	0.00	41.65	(41.65)	97.98	500.00	19.60%	402.02
Insurance Expense	879.60	541.67	337.93	4,398.00	6,500.00	67.66%	2,102.00
Legal & Professional Fees	750.00	749.70	0.30	3,419.00	9,000.00	37.99%	5,581.00
Office & Supplies	2,334.42	1,566.04	768.38	7,211.51	18,800.00	38.36%	11,588.49
Operating Expense	387.49	699.77	(312.28)	6,481.49	8,400.00	77.16%	1,918.51
Personnel/Payroll	29,735.88	32,835.78	(3,099.90)	155,782.51	417,597.19	37.30%	261,814.68
Police Animal Control Expense	0.00	58.32	(58.32)	106.19	2,200.00	4.83%	2,093.81
Repairs & Maintenance	1,141.58	1,207.87	(66.29)	(162.65)	14,500.00	(1.12%)	14,662.65
Police Totals	36,682.46	39,033.60	(2,351.14)	184,601.48	493,497.19	37.41%	308,895.71

100 - General Fund Street	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital	1,800.00	12,666.60	(10,866.60)	12,843.00	152,000.00	8.45%	139,157.00
Insurance Expense	59.79	166.67	(106.88)	298.95	2,000.00	14.95%	1,701.05
Office & Supplies	422.43	291.55	130.88	1,014.93	3,500.00	29.00%	2,485.07
Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Personnel/Payroll	4,006.13	5,190.34	(1,184.21)	21,464.95	65,618.24	32.71%	44,153.29
Repairs & Maintenance	2,182.81	1,299.51	883.30	6,500.67	17,100.00	38.02%	10,599.33
Street Totals	8,471.16	19,614.67	(11,143.51)	42,122.50	240,218.24	17.54%	198,095.74

100 - General Fund Community Support	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital	0.00	83.30	(83.30)	0.00	2,000.00	0.00%	2,000.00
Community Programs & Donations	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
Legal & Professional Fees	0.00	12.50	(12.50)	76.92	500.00	15.38%	423.08
Office & Supplies	0.00	4.16	(4.16)	17.99	450.00	4.00%	432.01
Operating Expense	0.00	29.17	(29.17)	0.00	350.00	0.00%	350.00

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Community Support Totals

	0.00	254.13	(254.13)	94.91	4,800.00	1.98%	4,705.09
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100 - General Fund Planning & Zoning

Legal & Professional Fees	0.00	1,350.00	(1,350.00)	3,769.20	16,500.00	22.84%	12,730.80
Office & Supplies	0.00	0.00	0.00	74.92	250.00	29.97%	175.08
Operating Expense	0.00	0.00	0.00	0.00	500.00	0.00%	500.00
Personnel/Payroll	0.00	0.00	0.00	0.00	1,000.00	0.00%	1,000.00
Planning & Zoning Totals	0.00	1,350.00	(1,350.00)	3,844.12	18,250.00	21.06%	14,405.88
Expense Total	82,685.11	109,649.16	(26,964.05)	427,157.45	1,344,935.91	31.76%	917,778.46

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100 - General Fund General Administration									
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining		
100-10-5105 Director Salary	4,230.78	4,460.20	(229.42)	21,153.84	58,000.00	36.47%	36,846.16		
100-10-5106 Clerical Wages	2,199.54	2,239.32	(39.78)	11,112.64	29,120.00	38.16%	18,007.36		
100-10-5107 Operation Wages	0.00	0.00	0.00	0.00	0.00	0.00%	0.00		
100-10-5108 Professional Salary	2,720.00	2,945.48	(225.48)	13,644.88	35,360.00	38.59%	21,715.12		
100-10-5110 SS and Medicare	476.10	576.75	(100.65)	2,397.26	7,500.00	31.96%	5,102.74		
100-10-5112 Unemployment - TWC	9.16	76.70	(67.54)	18.34	1,000.00	1.83%	981.66		
100-10-5113 Retirement - TMRS	115.75	384.50	(268.75)	512.91	5,000.00	10.26%	4,487.09		
100-10-5114 Worker Comp	189.87	230.70	(40.83)	1,167.45	3,000.00	38.92%	1,832.55		
100-10-5115 Health Insurance	1,775.02	1,749.30	25.72	8,875.10	21,000.00	42.26%	12,124.90		
100-10-5117 Life Insurance	89.60	46.98	42.62	448.00	564.00	79.43%	116.00		
100-10-5201 Office Supplies	48.08	160.00	(111.92)	350.98	2,000.00	17.55%	1,649.02		
100-10-5202 Printing Supplies	(53.89)	0.00	(53.89)	284.59	500.00	56.92%	215.41		
100-10-5203 Postage	69.84	83.30	(13.46)	953.31	1,000.00	95.33%	46.69		
100-10-5204 Office Equipment	0.00	0.00	0.00	95.99	1,500.00	6.40%	1,404.01		
100-10-5205 Office Equipment Lease	330.00	499.80	(169.80)	2,046.44	6,000.00	34.11%	3,953.56		
100-10-5206 Training Expense	500.00	333.20	166.80	1,777.76	4,000.00	44.44%	2,222.24		
100-10-5207 Dues and Subscriptions	0.00	1,249.50	(1,249.50)	3,878.17	15,000.00	25.85%	11,121.83		
100-10-5208 Credit Card Fees	0.00	99.96	(99.96)	98.71	1,200.00	8.23%	1,101.29		
100-10-5209 Collection Expense	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00		
100-10-5210 Telephone	0.00	0.00	0.00	421.56	0.00	0.00%	(421.56)		
100-10-5215 Property and Liability	212.61	208.25	4.36	1,063.29	2,500.00	42.53%	1,436.71		
100-10-5219 Professional Services	998.00	187.50	810.50	2,069.78	2,500.00	82.79%	430.22		
100-10-5220 Election Expense	0.00	0.00	0.00	0.00	1,500.00	0.00%	1,500.00		
100-10-5221 Property Tax Collection Fee	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00		
100-10-5222 Navarro Appraisal District	0.00	0.00	0.00	3,232.69	5,000.00	64.65%	1,767.31		
100-10-5223 Audit Expense	0.00	999.60	(999.60)	0.00	12,000.00	0.00%	12,000.00		

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100 - General Fund General Administration							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-10-5224 Legal Fees	1,063.75	416.50	647.25	3,732.11	5,000.00	74.64%	1,267.89
100-10-5225 Bank Service Charges	0.00	8.33	(8.33)	40.00	100.00	40.00%	60.00
100-10-5227 Advertising	0.00	208.25	(208.25)	533.93	2,500.00	21.36%	1,966.07
100-10-5229 Public and Employee	0.00	333.20	(333.20)	1,830.93	4,000.00	45.77%	2,169.07
100-10-5415 Fuel	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
100-10-5452 Hardware/Software	0.00	0.00	0.00	3,324.66	15,000.00	22.16%	11,675.34
100-10-5500 Uniform Expense	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-10-5999 Miscellaneous Expense	0.00	0.00	0.00	0.83	0.00	0.00%	(0.83)
100-10-6573 Special General Fund Sales	0.00	1,666.67	(1,666.67)	0.00	20,000.00	0.00%	20,000.00
General Administration Totals	14,974.21	19,380.65	(4,406.44)	85,066.15	264,444.00	32.17%	179,377.85

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100 - General Fund Municipal Court		Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-20-5105 Director Salary		4,000.00	3,998.80	1.20	20,000.00	52,000.00	38.46%	32,000.00
100-20-5106 Clerical Wages		1,867.50	1,919.42	(51.92)	9,532.50	24,960.00	38.19%	15,427.50
100-20-5108 Professional Salary		800.00	800.00	0.00	4,000.00	9,600.00	41.67%	5,600.00
100-20-5110 SS and Medicare		443.99	367.02	76.97	2,233.37	4,460.13	50.07%	2,226.76
100-20-5112 Unemployment - TWC		5.87	28.50	(22.63)	11.79	342.00	3.45%	330.21
100-20-5113 Retirement - TMRS		105.62	153.80	(48.18)	469.48	2,000.00	23.47%	1,530.52
100-20-5114 Worker Comp		126.58	176.40	(49.82)	778.28	2,000.00	38.91%	1,221.72
100-20-5115 Health Insurance		906.91	791.35	115.56	4,534.55	9,500.00	47.73%	4,965.45
100-20-5117 Life Insurance		4.00	23.50	(19.50)	20.00	282.00	7.09%	262.00
100-20-5201 Office Supplies		0.00	41.65	(41.65)	389.19	500.00	77.84%	110.81
100-20-5202 Printing Supplies		0.00	124.95	(124.95)	723.39	1,500.00	48.23%	776.61
100-20-5203 Postage		215.08	149.94	65.14	1,199.62	1,800.00	66.65%	600.38
100-20-5204 Office Equipment		0.00	49.98	(49.98)	0.00	600.00	0.00%	600.00
100-20-5206 Training Expense		250.00	125.00	125.00	914.77	1,500.00	60.98%	585.23
100-20-5207 Dues and Subscriptions		0.00	20.83	(20.83)	110.00	250.00	44.00%	140.00
100-20-5208 Credit Card Fees		0.00	1,250.00	(1,250.00)	1,437.08	15,000.00	9.58%	13,562.92
100-20-5209 Collection Expense		331.39	1,666.00	(1,334.61)	3,722.33	20,000.00	18.61%	16,277.67
100-20-5215 Property and Liability		10.92	83.30	(72.38)	54.60	1,000.00	5.46%	945.40
100-20-5219 Professional Services		0.00	499.80	(499.80)	2,519.22	6,000.00	41.99%	3,480.78
100-20-5229 Public and Employee		0.00	62.50	(62.50)	0.00	750.00	0.00%	750.00
100-20-5300 Jury Expense		0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00
100-20-5452 Hardware/Software		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals		9,067.86	12,357.73	(3,289.87)	52,650.17	154,344.13	34.11%	101,693.96

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100 - General Fund Municipal Buildings		Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-30-5210 Telephone		421.56	458.15	(36.59)	1,685.67	5,500.00	30.65%	3,814.33
100-30-5211 Electric Service		253.33	0.00	253.33	523.94	0.00	0.00%	(523.94)
100-30-5211 Electric Service - buildings,		2,214.38	2,499.00	(284.62)	14,649.90	30,000.00	48.83%	15,350.10
100-30-5212 Gas Service		858.89	500.00	358.89	3,200.18	5,000.00	64.00%	1,799.82
100-30-5213 Water Service - 20th		253.52	120.00	133.52	2,017.71	1,500.00	134.51%	(517.71)
100-30-5213 Water Service		1,818.19	240.00	1,578.19	1,889.66	3,000.00	62.99%	1,110.34
100-30-5215 Property and Liability		374.56	333.20	41.36	1,872.80	4,000.00	46.82%	2,127.20
100-30-5219 Professional Services		440.00	291.55	148.45	1,320.00	3,500.00	37.71%	2,180.00
100-30-5230 Building Repairs		906.16	1,000.00	(93.84)	2,514.04	10,000.00	25.14%	7,485.96
100-30-5405 Maintenance Supplies		32.34	83.30	(50.96)	590.10	1,000.00	59.01%	409.90
100-30-5420 Cleaning and Janitorial		73.22	166.60	(93.38)	266.63	2,000.00	13.33%	1,733.37
100-30-5450 Tools / Equipment		0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
Municipal Buildings Totals		7,646.15	5,775.10	1,871.05	30,530.63	66,500.00	45.91%	35,969.37

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100 - General Fund City Hall Annex		Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-32-5211 Electric Service - 20th		277.09	416.50	(139.41)	1,678.95	5,000.00	33.58%	3,321.05
100-32-5212 Gas Service		0.00	100.00	(100.00)	0.00	1,200.00	0.00%	1,200.00
100-32-5213 Water Service - Annex		0.00	0.00	0.00	35.62	0.00	0.00%	(35.62)
100-32-5213 Water Service - 20th		0.00	0.00	0.00	169.46	0.00	0.00%	(169.46)
100-32-5219 Professional Services -		0.00	50.00	(50.00)	0.00	600.00	0.00%	600.00
100-32-5227 Advertising		0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
100-32-5230 Building Repairs - Annex		0.00	416.50	(416.50)	119.82	5,000.00	2.40%	4,880.18
100-32-5230 Building Repairs - 20th		264.10	400.00	(135.90)	327.00	5,000.00	6.54%	4,673.00
100-32-5405 Maintenance Supplies		0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
City Hall Annex Totals		541.19	1,507.95	(966.76)	2,330.85	18,300.00	12.74%	15,969.15

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100 - General Fund Parks and Recreation									
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining		
100-40-5106 Clerical Wages	0.00	0.00	0.00	144.00	0.00	0.00%	(144.00)		
100-40-5107 Operation Wages	1,372.68	1,559.53	(186.85)	6,451.20	20,280.00	31.81%	13,828.80		
100-40-5110 SS and Medicare	302.03	249.90	52.13	1,496.62	3,000.00	49.89%	1,503.38		
100-40-5112 Unemployment - TWC	1.37	20.82	(19.45)	2.49	250.00	1.00%	247.51		
100-40-5113 Retirement - TMRS	73.66	38.45	35.21	321.23	500.00	64.25%	178.77		
100-40-5114 Worker Comp	63.29	207.81	(144.52)	389.14	2,702.35	14.40%	2,313.21		
100-40-5211 Electric Service	135.16	749.70	(614.54)	2,292.37	9,000.00	25.47%	6,707.63		
100-40-5213 Water Service	63.96	120.00	(56.04)	327.65	1,500.00	21.84%	1,172.35		
100-40-5215 Property and Liability	43.53	124.80	(81.27)	217.65	1,500.00	14.51%	1,282.35		
100-40-5219 Professional Services	320.00	166.60	153.40	960.00	2,000.00	48.00%	1,040.00		
100-40-5226 Credit Card Interest and	32.62	83.33	(50.71)	97.88	1,000.00	9.79%	902.12		
100-40-5227 Advertising	0.00	0.00	0.00	0.00	750.00	0.00%	750.00		
100-40-5229 Public and Employee	972.60	0.00	972.60	1,837.58	10,000.00	18.38%	8,162.42		
100-40-5230 Building Repairs	366.94	1,250.00	(883.06)	2,970.00	5,000.00	59.40%	2,030.00		
100-40-5400 Gravel and Asphalt	0.00	0.00	0.00	0.00	500.00	0.00%	500.00		
100-40-5401 Concession Products and	0.00	0.00	0.00	0.00	500.00	0.00%	500.00		
100-40-5402 Recreational Supplies	0.00	4,571.50	(4,571.50)	0.00	5,000.00	0.00%	5,000.00		
100-40-5405 Maintenance Supplies	28.15	83.30	(55.15)	28.15	1,000.00	2.82%	971.85		
100-40-5406 Chemical Supplies	194.84	41.65	153.19	194.84	500.00	38.97%	305.16		
100-40-5407 General Safety Supplies	0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00		
100-40-5408 Protective Clothing	0.00	0.00	0.00	0.00	150.00	0.00%	150.00		
100-40-5415 Fuel	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00		
100-40-5420 Cleaning and Janitorial	0.00	0.00	0.00	119.60	150.00	79.73%	30.40		
100-40-5450 Tools / Equipment	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00		
100-40-5452 Hardware/Software	0.00	0.00	0.00	3,987.99	4,000.00	99.70%	12.01		
100-40-5502 Building and Grounds -	0.00	0.00	0.00	157.00	1,000.00	15.70%	843.00		

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100 - General Fund Parks and Recreation		Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-40-5504	Parking Lot - Maintenance	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
100-40-5508	Ball Field - Maintenance	0.00	0.00	0.00	0.00	1,000.00	0.00%	1,000.00
100-40-5610	Outside Contracts	1,331.25	416.50	914.75	3,921.25	5,000.00	78.43%	1,078.75
100-40-6008	Playground Equipment	0.00	416.50	(416.50)	0.00	5,000.00	0.00%	5,000.00
Parks and Recreation Totals		5,302.08	10,375.33	(5,073.25)	25,916.64	84,582.35	30.64%	58,665.71

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100 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-50-5105 Director Salary	4,615.40	4,614.00	1.40	23,076.94	60,000.00	38.46%	36,923.06
100-50-5106 Clerical Wages	2,720.00	2,719.18	0.82	13,894.37	35,360.00	39.29%	21,465.63
100-50-5107 Operation Wages	14,404.56	15,764.50	(1,359.94)	77,531.59	205,000.00	37.82%	127,468.41
100-50-5110 SS and Medicare	1,636.72	1,770.54	(133.82)	8,636.23	21,255.00	40.63%	12,618.77
100-50-5112 Unemployment - TWC	20.89	99.75	(78.86)	45.28	1,197.00	3.78%	1,151.72
100-50-5113 Retirement - TMRS	393.11	1,337.54	(944.43)	1,829.33	17,393.19	10.52%	15,563.86
100-50-5114 Worker Comp	379.74	666.40	(286.66)	2,334.84	8,000.00	29.19%	5,665.16
100-50-5115 Health Insurance	5,402.66	4,998.00	404.66	27,013.30	60,000.00	45.02%	32,986.70
100-50-5117 Life Insurance	62.80	141.00	(78.20)	314.00	1,692.00	18.56%	1,378.00
100-50-5118 Cell Phone Allowance	100.00	100.00	0.00	500.00	1,200.00	41.67%	700.00
100-50-5201 Office Supplies	0.00	66.64	(66.64)	227.60	800.00	28.45%	572.40
100-50-5202 Printing Supplies	0.00	83.30	(83.30)	57.95	1,000.00	5.80%	942.05
100-50-5203 Postage	67.79	83.30	(15.51)	222.61	1,000.00	22.26%	777.39
100-50-5205 Office Equipment Lease	155.09	124.95	30.14	638.19	1,500.00	42.55%	861.81
100-50-5206 Training Expense	0.00	250.00	(250.00)	0.00	2,000.00	0.00%	2,000.00
100-50-5210 Telephone	0.00	116.67	(116.67)	116.20	1,400.00	8.30%	1,283.80
100-50-5215 Property and Liability	879.60	541.67	337.93	4,398.00	6,500.00	67.66%	2,102.00
100-50-5219 Professional Services	750.00	749.70	0.30	3,419.00	9,000.00	37.99%	5,581.00
100-50-5227 Advertising	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
100-50-5229 Public and Employee	0.00	41.65	(41.65)	97.98	500.00	19.60%	402.02
100-50-5230 Building Repairs	0.00	249.90	(249.90)	0.00	3,000.00	0.00%	3,000.00
100-50-5231 Laboratory Supplies	0.00	83.30	(83.30)	347.80	1,000.00	34.78%	652.20
100-50-5408 Protective Clothing	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
100-50-5409 Ammunition Expense	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
100-50-5411 Protective Equipment	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-50-5415 Fuel	2,266.63	1,249.50	1,017.13	6,355.55	15,000.00	42.37%	8,644.45

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100 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-50-5424 Vehicle Maintenance	46.97	333.20	(286.23)	1,364.94	4,000.00	34.12%	2,635.06
100-50-5425 Automobile Repair Expense	1,024.70	416.50	608.20	1,247.70	5,000.00	24.95%	3,752.30
100-50-5426 PD Vehicle Ins Claims	0.00	0.00	0.00	(2,855.00)	0.00	0.00%	2,855.00
100-50-5450 Tools / Equipment	69.91	166.60	(96.69)	79.71	2,000.00	3.99%	1,920.29
100-50-5452 Hardware/Software	232.40	449.82	(217.42)	5,727.10	5,400.00	106.06%	(327.10)
100-50-5500 Uniform Expense	0.00	124.95	(124.95)	606.63	1,500.00	40.44%	893.37
100-50-5550 Animal Control - Food	0.00	16.67	(16.67)	26.19	200.00	13.10%	173.81
100-50-5551 Animal Control - Cages	0.00	0.00	0.00	80.00	1,500.00	5.33%	1,420.00
100-50-5552 Animal Control - Pound Fees	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
100-50-5600 Communications Tower	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-50-6003 C. O. - Vehicles	1,453.49	1,332.80	120.69	7,267.45	16,000.00	45.42%	8,732.55
Police Totals	36,682.46	39,033.60	(2,351.14)	184,601.48	493,497.19	37.41%	308,895.71

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100 - General Fund Street	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-60-5104 Part Time Wages	0.00	833.33	(833.33)	1,269.00	10,000.00	12.69%	8,731.00
100-60-5107 Operation Wages	2,720.00	2,719.18	0.82	13,601.70	35,360.00	38.47%	21,758.30
100-60-5109 Contract Labor	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
100-60-5110 SS and Medicare	196.96	291.55	(94.59)	1,083.85	3,500.00	30.97%	2,416.15
100-60-5112 Unemployment - TWC	2.72	16.66	(13.94)	6.72	200.00	3.36%	193.28
100-60-5113 Retirement - TMRS	48.96	184.93	(135.97)	216.26	2,220.05	9.74%	2,003.79
100-60-5114 Worker Comp	126.58	225.11	(98.53)	705.59	2,702.35	26.11%	1,996.76
100-60-5115 Health Insurance	887.51	736.32	151.19	4,437.55	8,835.84	50.22%	4,398.29
100-60-5117 Life Insurance	23.40	41.65	(18.25)	117.00	500.00	23.40%	383.00
100-60-5206 Training Expense	0.00	16.66	(16.66)	0.00	200.00	0.00%	200.00
100-60-5215 Property and Liability	59.79	166.67	(106.88)	298.95	2,000.00	14.95%	1,701.05
100-60-5227 Advertising	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-60-5400 Gravel and Asphalt	1,800.00	833.00	967.00	5,227.27	10,000.00	52.27%	4,772.73
100-60-5403 Street Sign Maintenance	0.00	124.95	(124.95)	0.00	1,500.00	0.00%	1,500.00
100-60-5405 Maintenance Supplies	0.00	41.65	(41.65)	0.00	500.00	0.00%	500.00
100-60-5406 Chemical Supplies	0.00	24.99	(24.99)	0.00	300.00	0.00%	300.00
100-60-5408 Protective Clothing	0.00	0.00	0.00	0.00	100.00	0.00%	100.00
100-60-5410 Diesel Fuel	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
100-60-5415 Fuel	422.43	291.55	130.88	1,014.93	3,500.00	29.00%	2,485.07
100-60-5424 Vehicle Maintenance	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
100-60-5425 Automobile Repair Expense	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-60-5427 Equipment Repairs	199.99	124.95	75.04	1,090.58	1,500.00	72.71%	409.42
100-60-5450 Tools / Equipment	182.82	0.00	182.82	182.82	1,500.00	12.19%	1,317.18
100-60-5500 Uniform Expense	0.00	0.00	0.00	27.28	500.00	5.46%	472.72
100-60-6004 C. O. - Equipment	0.00	166.60	(166.60)	300.00	2,000.00	15.00%	1,700.00
100-60-6006 C.O. - Street Improvements	1,800.00	12,500.00	(10,700.00)	12,543.00	150,000.00	8.36%	137,457.00

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100 - General Fund Street		Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Street Totals		8,471.16	19,614.67	(11,143.51)	42,122.50	240,218.24	17.54%	198,095.74

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100 - General Fund Community Support							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-70-5201 Office Supplies	0.00	4.16	(4.16)	17.99	50.00	35.98%	32.01
100-70-5202 Printing Supplies	0.00	0.00	0.00	0.00	250.00	0.00%	250.00
100-70-5203 Postage	0.00	0.00	0.00	0.00	150.00	0.00%	150.00
100-70-5219 Professional Services	0.00	12.50	(12.50)	76.92	500.00	15.38%	423.08
100-70-5227 Advertising	0.00	29.17	(29.17)	0.00	350.00	0.00%	350.00
100-70-5229 Public and Employee	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
100-70-6004 C. O. - Equipment	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00
100-70-6005 C. O. - Hardware/Software	0.00	0.00	0.00	0.00	1,000.00	0.00%	1,000.00
Community Support Totals	0.00	254.13	(254.13)	94.91	4,800.00	1.98%	4,705.09

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100 - General Fund Planning & Zoning							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-72-5203 Postage	0.00	0.00	0.00	74.92	250.00	29.97%	175.08
100-72-5206 Training Expense	0.00	0.00	0.00	0.00	1,000.00	0.00%	1,000.00
100-72-5207 Dues and Subscriptions	0.00	0.00	0.00	0.00	250.00	0.00%	250.00
100-72-5219 Professional Services	0.00	1,200.00	(1,200.00)	3,769.20	15,000.00	25.13%	11,230.80
100-72-5224 Legal Fees	0.00	150.00	(150.00)	0.00	1,500.00	0.00%	1,500.00
100-72-5227 Advertising	0.00	0.00	0.00	0.00	250.00	0.00%	250.00
Planning & Zoning Totals	0.00	1,350.00	(1,350.00)	3,844.12	18,250.00	21.06%	14,405.88
Expense Totals	82,685.11	109,649.16	(26,964.05)	427,157.45	1,344,935.91	31.76%	917,778.46

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202 - Court Technology Fund							
Revenue Summary							
Other Revenue Sources							
Revenue Totals	767.10	666.40	100.70	3,987.22	8,000.00	49.84%	4,012.78
	767.10	666.40	100.70	3,987.22	8,000.00	49.84%	4,012.78
Expense Summary							
Court Expense	697.95	0.00	697.95	6,453.46	8,000.00	80.67%	1,546.54
Expense Totals	697.95	0.00	697.95	6,453.46	8,000.00	80.67%	1,546.54

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202 - Court Technology Fund							
Other Revenue Sources							
202-4701 Technology Fee	767.10	666.40	100.70	3,987.22	8,000.00	49.84%	4,012.78
Other Revenue Sources Totals	767.10	666.40	100.70	3,987.22	8,000.00	49.84%	4,012.78
Revenue Totals	767.10	666.40	100.70	3,987.22	8,000.00	49.84%	4,012.78

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202 - Court Technology Fund Municipal Court		Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Court Expense		697.95	0.00	697.95	6,453.46	8,000.00	80.67%	1,546.54
Municipal Court Totals		697.95	0.00	697.95	6,453.46	8,000.00	80.67%	1,546.54
Expense Total		697.95	0.00	697.95	6,453.46	8,000.00	80.67%	1,546.54

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202 - Court Technology Fund Municipal Court		Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
202-20-5320 Court Technology		697.95	0.00	697.95	6,453.46	8,000.00	80.67%	1,546.54
Municipal Court Totals		697.95	0.00	697.95	6,453.46	8,000.00	80.67%	1,546.54
Expense Totals		697.95	0.00	697.95	6,453.46	8,000.00	80.67%	1,546.54

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203 - Court Security Fund							
Revenue Summary							
Other Revenue Sources							
Revenue Totals	901.32	666.40	234.92	4,716.32	8,000.00	58.95%	3,283.68
	901.32	666.40	234.92	4,716.32	8,000.00	58.95%	3,283.68
Expense Summary							
Court Expense	0.00	0.00	0.00	0.00	6,000.00	0.00%	6,000.00
Expense Totals	0.00	0.00	0.00	0.00	6,000.00	0.00%	6,000.00

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203 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Other Revenue Sources							
203-4703 Security	901.32	666.40	234.92	4,716.32	8,000.00	58.95%	3,283.68
Other Revenue Sources Totals	901.32	666.40	234.92	4,716.32	8,000.00	58.95%	3,283.68
Revenue Totals	901.32	666.40	234.92	4,716.32	8,000.00	58.95%	3,283.68

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203 - Court Security Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Court Expense	0.00	0.00	0.00	0.00	6,000.00	0.00%	6,000.00
Municipal Court Totals	0.00	0.00	0.00	0.00	6,000.00	0.00%	6,000.00
Expense Total	0.00	0.00	0.00	0.00	6,000.00	0.00%	6,000.00

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203 - Court Security Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
203-20-5310 Court Security	0.00	0.00	0.00	0.00	6,000.00	0.00%	6,000.00
Municipal Court Totals	0.00	0.00	0.00	0.00	6,000.00	0.00%	6,000.00
Expense Totals	0.00	0.00	0.00	0.00	6,000.00	0.00%	6,000.00

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204 - Court Fines/Local Truancy & Prevention Diversion Fund							
Revenue Summary							
Court Revenues							
Revenue Totals	857.82	600.00	257.82	4,541.84	6,000.00	75.70%	1,458.16
	857.82	600.00	257.82	4,541.84	6,000.00	75.70%	1,458.16
Expense Summary							
Court Expense	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00
Expense Totals	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00

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204 - Court Fines/Local Truancy & Prevention Diversion Fund							
Court Revenues							
204-4373 Court Fees	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
	857.82	600.00	257.82	4,541.84	6,000.00	75.70%	1,458.16
Court Revenues Totals	857.82	600.00	257.82	4,541.84	6,000.00	75.70%	1,458.16
Revenue Totals	857.82	600.00	257.82	4,541.84	6,000.00	75.70%	1,458.16

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204 - Court Fines/Local Truancy & Pre Truancy & Prevention Diversion	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Court Expense	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00
Truancy & Prevention Diversion Fund	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00
Expense Total	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00

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204 - Court Fines/Local Truancy & Pre Truancy & Prevention Diversion	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
204-20-4374 Truancy & Prevention	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00
Truancy & Prevention Diversion Fund T	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00
Expense Totals	0.00	500.00	(500.00)	0.00	6,000.00	0.00%	6,000.00

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205 - Court Fines/Municipal Jury Fund							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Court Revenues	417.07	200.00	217.07	1,741.71	2,000.00	87.09%	258.29
Revenue Totals	417.07	200.00	217.07	1,741.71	2,000.00	87.09%	258.29
Expense Summary							
Court Expense	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
Expense Totals	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00

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205 - Court Fines/Municipal Jury Fund							
Court Revenues							
205-4373 Court Fees	417.07	200.00	217.07	1,741.71	2,000.00	87.09%	258.29
Court Revenues Totals	417.07	200.00	217.07	1,741.71	2,000.00	87.09%	258.29
Revenue Totals	417.07	200.00	217.07	1,741.71	2,000.00	87.09%	258.29

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205 - Court Fines/Municipal Jury Fund Jury Expense	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Court Expense	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
Jury Expense Totals	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
Expense Total	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00

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205 - Court Fines/Municipal Jury Fund Jury Expense	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
205-20-5300 Jury Expense	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
Jury Expense Totals	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
Expense Totals	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00

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Revenue Summary

Court Reserves Carry Forward Year End

Revenue Totals

Expense Summary

Court Reserves Carry Forward Year End

Expense Totals

	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
	0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00
	0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00
	0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00
	0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00

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**Court Reserves Carry Forward Year
End Balance- Technology, Security,
Jury, Truancy**

207-4377 Court Reserves Carry Forward
Court Reserves Carry Forward Year End
Balance- Technology, Security, Jury,
Truancy Totals

Revenue Totals

Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00
0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00
0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00

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207 - Court Reserves Carry Forward Y Court Reserves Carry Forward Y	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Court Reserves Carry Forward Year End	0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00
Court Reserves Carry Forward Year En	0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00
Expense Total	0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00

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207 - Court Reserves Carry Forward Y Court Reserves Carry Forward Y	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
207-20-4378 Court Reserves Carry	0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00
Court Reserves Carry Forward Year End	0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00
Expense Totals	0.00	5,764.17	(5,764.17)	0.00	69,170.00	0.00%	69,170.00

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240 - Donations	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Grants & Donations	0.00	1,666.66	(1,666.66)	7,373.71	20,000.00	36.87%	12,626.29
Revenue Totals	0.00	1,666.66	(1,666.66)	7,373.71	20,000.00	36.87%	12,626.29
Expense Summary							
Community Programs & Donations	0.00	1,666.66	(1,666.66)	7,273.74	20,000.00	36.37%	12,726.26
Expense Totals	0.00	1,666.66	(1,666.66)	7,273.74	20,000.00	36.37%	12,726.26

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240 - Donations							
Grants & Donations							
240-4477 Donations -Events Parks & Rec							
240-4479 Donations- Library							
Grants & Donations Totals							
Revenue Totals							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
	0.00	833.33	(833.33)	4,418.71	10,000.00	44.19%	5,581.29
	0.00	833.33	(833.33)	2,955.00	10,000.00	29.55%	7,045.00
	0.00	1,666.66	(1,666.66)	7,373.71	20,000.00	36.87%	12,626.29
	0.00	1,666.66	(1,666.66)	7,373.71	20,000.00	36.87%	12,626.29

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240 - Donations Parks and Recreation		Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Community Programs & Donations		0.00	833.33	(833.33)	4,418.74	10,000.00	44.19%	5,581.26
Parks and Recreation Totals		0.00	833.33	(833.33)	4,418.74	10,000.00	44.19%	5,581.26
240 - Donations Library		Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Community Programs & Donations		0.00	833.33	(833.33)	2,855.00	10,000.00	28.55%	7,145.00
Library Totals		0.00	833.33	(833.33)	2,855.00	10,000.00	28.55%	7,145.00
Expense Total		0.00	1,666.66	(1,666.66)	7,273.74	20,000.00	36.37%	12,726.26

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240 - Donations Parks and Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
240-40-4478 Donation Expense- Parks &	0.00	833.33	(833.33)	4,418.74	10,000.00	44.19%	5,581.26
Parks and Recreation Totals	0.00	833.33	(833.33)	4,418.74	10,000.00	44.19%	5,581.26

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240 - Donations Library	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
240-80-4480 Donations Library - Expense	0.00	833.33	(833.33)	2,855.00	10,000.00	28.55%	7,145.00
Library Totals	0.00	833.33	(833.33)	2,855.00	10,000.00	28.55%	7,145.00
Expense Totals	0.00	1,666.66	(1,666.66)	7,273.74	20,000.00	36.37%	12,726.26

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400 - Police Seizure Funds							
Revenue Summary							
Police Seizure Funds							
Revenue Totals	0.00	1,668.57	(1,668.57)	0.00	20,022.85	0.00%	20,022.85
	0.00	1,668.57	(1,668.57)	0.00	20,022.85	0.00%	20,022.85
Expense Summary							
Office & Supplies	0.00	221.58	(221.58)	0.00	2,659.00	0.00%	2,659.00
Operating Expense	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
Personnel/Payroll	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
Legal & Professional Fees	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
Repairs & Maintenance	0.00	493.50	(493.50)	0.00	5,922.00	0.00%	5,922.00
Expense Totals	0.00	1,881.75	(1,881.75)	0.00	22,581.00	0.00%	22,581.00
	0.00	1,881.75	(1,881.75)	0.00	22,581.00	0.00%	22,581.00

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400 - Police Seizure Funds	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Police Seizure Funds							
400-7567 Seizure Fund Revenue	0.00	826.85	(826.85)	0.00	9,922.20	0.00%	9,922.20
400-7569 Police Seizure Funds Carry	0.00	841.72	(841.72)	0.00	10,100.65	0.00%	10,100.65
Police Seizure Funds Totals	0.00	1,668.57	(1,668.57)	0.00	20,022.85	0.00%	20,022.85
Revenue Totals	0.00	1,668.57	(1,668.57)	0.00	20,022.85	0.00%	20,022.85

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400 - Police Seizure Funds									
Police Seizure Funds									
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining		
Legal & Professional Fees	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00		
Office & Supplies	0.00	221.58	(221.58)	0.00	2,659.00	0.00%	2,659.00		
Operating Expense	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00		
Personnel/Payroll	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00		
Repairs & Maintenance	0.00	493.50	(493.50)	0.00	5,922.00	0.00%	5,922.00		
Police Seizure Funds Totals	0.00	1,881.75	(1,881.75)	0.00	22,581.00	0.00%	22,581.00		
Expense Total	0.00	1,881.75	(1,881.75)	0.00	22,581.00	0.00%	22,581.00		

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400 - Police Seizure Funds	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Police Seizure Funds							
400-50-5201 Office Supplies	0.00	221.58	(221.58)	0.00	2,659.00	0.00%	2,659.00
400-50-5204 Office Equipment	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
400-50-5206 Training Expense	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
400-50-5219 Professional Services	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
400-50-5230 Building Repairs	0.00	493.50	(493.50)	0.00	5,922.00	0.00%	5,922.00
Police Seizure Funds Totals	0.00	1,881.75	(1,881.75)	0.00	22,581.00	0.00%	22,581.00
Expense Totals	0.00	1,881.75	(1,881.75)	0.00	22,581.00	0.00%	22,581.00

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500 - Grant Programs	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Grants & Donations	0.00	16,660.00	(16,660.00)	129,123.40	200,000.00	64.56%	70,876.60
Revenue Totals	0.00	16,660.00	(16,660.00)	129,123.40	200,000.00	64.56%	70,876.60
Expense Summary							
Grant Expense	0.00	16,660.00	(16,660.00)	195,641.50	200,000.00	97.82%	4,358.50
Expense Totals	0.00	16,660.00	(16,660.00)	195,641.50	200,000.00	97.82%	4,358.50

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500 - Grant Programs	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Grants & Donations							
500-4910 TxDOT Green Ribbon Grant	0.00	16,660.00	(16,660.00)	129,123.40	200,000.00	64.56%	70,876.60
Grants & Donations Totals	0.00	16,660.00	(16,660.00)	129,123.40	200,000.00	64.56%	70,876.60
Revenue Totals	0.00	16,660.00	(16,660.00)	129,123.40	200,000.00	64.56%	70,876.60

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500 - Grant Programs Grant Programs	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Grant Expense	0.00	16,660.00	(16,660.00)	195,641.50	200,000.00	97.82%	4,358.50
Grant Programs Totals	0.00	16,660.00	(16,660.00)	195,641.50	200,000.00	97.82%	4,358.50
Expense Total	0.00	16,660.00	(16,660.00)	195,641.50	200,000.00	97.82%	4,358.50

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500 - Grant Programs	Current	Current	Budget	YTD	Annual	% Budget	Budget
Grant Programs	Month Actual	Month Budget	Variance	Actual	Budget	Used	Remaining
500-32-7777 TxDOT Green Ribbon Grant	0.00	16,660.00	(16,660.00)	195,641.50	200,000.00	97.82%	4,358.50
Grant Programs Totals	0.00	16,660.00	(16,660.00)	195,641.50	200,000.00	97.82%	4,358.50
Expense Totals	0.00	16,660.00	(16,660.00)	195,641.50	200,000.00	97.82%	4,358.50

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950 - Rice EDC							
Revenue Summary							
Sales & Property Taxes	4,458.87	3,600.00	858.87	27,897.69	45,000.00	61.99%	17,102.31
Grants & Donations	(1,200.00)	0.00	(1,200.00)	48,800.00	0.00	0.00%	(48,800.00)
EDC Account Carry Forward Year End	0.00	11,073.56	(11,073.56)	0.00	132,936.00	0.00%	132,936.00
Revenue Totals	3,258.87	14,673.56	(11,414.69)	76,697.69	177,936.00	43.10%	101,238.31
Expense Summary							
Personnel/Payroll	370.00	1,832.60	(1,462.60)	2,965.00	22,000.00	13.48%	19,035.00
Office & Supplies	152.23	66.65	85.58	268.16	800.00	33.52%	531.84
Legal & Professional Fees	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
Operating Expense	0.00	374.85	(374.85)	212.45	4,500.00	4.72%	4,287.55
Community Programs & Donations	707.84	4,624.92	(3,917.08)	16,686.13	55,500.00	30.07%	38,813.87
Capital	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
Grant Expense	0.00	2,499.00	(2,499.00)	0.00	30,000.00	0.00%	30,000.00
EDC Reserves	0.00	4,426.22	(4,426.22)	0.00	53,136.00	0.00%	53,136.00
Expense Totals	1,230.07	14,824.17	(13,594.10)	20,131.74	177,936.00	11.31%	157,804.26

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950 - Rice EDC							
Sales & Property Taxes							
950-4132 4B Economic Development Sales							
Sales & Property Taxes Totals	4,458.87	3,600.00	858.87	27,897.69	45,000.00	61.99%	17,102.31
	4,458.87	3,600.00	858.87	27,897.69	45,000.00	61.99%	17,102.31
Grants & Donations							
950-4909 Rice EDC Home Town T-Mobile	(1,200.00)	0.00	(1,200.00)	48,800.00	0.00	0.00%	(48,800.00)
Grants & Donations Totals	(1,200.00)	0.00	(1,200.00)	48,800.00	0.00	0.00%	(48,800.00)
EDC Account Carry Forward Year End Estimated Balance							
950-8001 EDC Account Carry Forward Year	0.00	11,073.56	(11,073.56)	0.00	132,936.00	0.00%	132,936.00
EDC Account Carry Forward Year End Estimated Balance Totals	0.00	11,073.56	(11,073.56)	0.00	132,936.00	0.00%	132,936.00
Revenue Totals	3,258.87	14,673.56	(11,414.69)	76,697.69	177,936.00	43.10%	101,238.31

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950 - Rice EDC EDC General Administration							
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
Community Programs & Donations	707.84	4,624.92	(3,917.08)	16,686.13	55,500.00	30.07%	38,813.87
EDC Reserves	0.00	4,426.22	(4,426.22)	0.00	53,136.00	0.00%	53,136.00
Grant Expense	0.00	2,499.00	(2,499.00)	0.00	30,000.00	0.00%	30,000.00
Legal & Professional Fees	0.00	166.60	(166.60)	0.00	2,000.00	0.00%	2,000.00
Office & Supplies	152.23	66.65	85.58	268.16	800.00	33.52%	531.84
Operating Expense	0.00	374.85	(374.85)	212.45	4,500.00	4.72%	4,287.55
Personnel/Payroll	370.00	1,832.60	(1,462.60)	2,965.00	22,000.00	13.48%	19,035.00
EDC General Administration Totals	1,230.07	14,824.17	(13,594.10)	20,131.74	177,936.00	11.31%	157,804.26
Expense Total	1,230.07	14,824.17	(13,594.10)	20,131.74	177,936.00	11.31%	157,804.26

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950 - Rice EDC EDC General Administration									
	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining		
950-10-5109 Contract Labor	370.00	1,249.50	(879.50)	2,965.00	15,000.00	19.77%	12,035.00		
950-10-5201 Office Supplies	0.00	41.65	(41.65)	19.47	500.00	3.89%	480.53		
950-10-5202 Printing Supplies	152.23	16.67	135.56	234.99	200.00	117.50%	(34.99)		
950-10-5203 Postage	0.00	8.33	(8.33)	13.70	100.00	13.70%	86.30		
950-10-5206 Training Expense	0.00	583.10	(583.10)	0.00	7,000.00	0.00%	7,000.00		
950-10-5223 Audit Expense	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00		
950-10-5224 Legal and Professional Fees	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00		
950-10-5227 Advertising	0.00	291.55	(291.55)	212.45	3,500.00	6.07%	3,287.55		
950-10-5229 Public & Employee Relations	707.84	208.25	499.59	1,322.31	2,500.00	52.89%	1,177.69		
950-10-5452 Hardware/Software	0.00	83.30	(83.30)	0.00	1,000.00	0.00%	1,000.00		
950-10-5700 Property Acquisitions	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00		
950-10-5702 Business Improvement	0.00	2,499.00	(2,499.00)	0.00	30,000.00	0.00%	30,000.00		
950-10-8009 EDC Reserves	0.00	4,426.22	(4,426.22)	0.00	53,136.00	0.00%	53,136.00		
950-10-9501 Recreational Improvements	0.00	2,166.67	(2,166.67)	15,363.82	26,000.00	59.09%	10,636.18		
950-10-9502 EDC Property Improvements	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00		
950-10-9503 Additional Development	0.00	1,000.00	(1,000.00)	0.00	12,000.00	0.00%	12,000.00		
EDC General Administration Totals	1,230.07	14,824.17	(13,594.10)	20,131.74	177,936.00	11.31%	157,804.26		
Expense Totals	1,230.07	14,824.17	(13,594.10)	20,131.74	177,936.00	11.31%	157,804.26		

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988 - City Reserves	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Savings Account Carry Forward Year End	0.00	16,734.58	(16,734.58)	0.00	200,895.43	0.00%	200,895.43
Revenue Totals	0.00	16,734.58	(16,734.58)	0.00	200,895.43	0.00%	200,895.43
Expense Summary							
City Reserves	0.00	16,734.58	(16,734.58)	0.00	200,895.43	0.00%	200,895.43
Expense Totals	0.00	16,734.58	(16,734.58)	0.00	200,895.43	0.00%	200,895.43

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988 - City Reserves							
Savings Account Carry Forward							
Year End Estimated Balance							
988-8002 Savings Account Carry Forward	0.00	16,734.58	(16,734.58)	0.00	200,895.43	0.00%	200,895.43
Savings Account Carry Forward Year	0.00	16,734.58	(16,734.58)	0.00	200,895.43	0.00%	200,895.43
End Estimated Balance Totals							
Revenue Totals	0.00	16,734.58	(16,734.58)	0.00	200,895.43	0.00%	200,895.43

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988 - City Reserves Reserve Funds		Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
City Reserves								
Reserve Funds Totals		0.00	16,734.58	(16,734.58)	0.00	200,895.43	0.00%	200,895.43
Expense Total		0.00	16,734.58	(16,734.58)	0.00	200,895.43	0.00%	200,895.43

City of Rice
Financial Statement
As of February 29, 2024

988 - City Reserves Reserve Funds	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
988-98-8003 City Reserves	0.00	16,734.58	(16,734.58)	0.00	200,895.43	0.00%	200,895.43
Reserve Funds Totals	0.00	16,734.58	(16,734.58)	0.00	200,895.43	0.00%	200,895.43
Expense Totals	0.00	16,734.58	(16,734.58)	0.00	200,895.43	0.00%	200,895.43



Item Title: Discuss and Deliberate Approval of the Resolution for changes to Board of Adjustment members.

Summary:

Background:

ATTACHMENTS:

Description

Resolution

Type

Cover Memo

**CITY OF RICE, TEXAS
RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICE,
TEXAS APPOINTING MEMBERS TO THE BOARD OF
ADJUSTMENT; DESIGNATING A CHAIRPERSON FOR SAID
BOARD; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Zoning Ordinance for the City of Rice, Exhibit 14A, at section 26, created a Board of Adjustment to consist of five (5) members appointed by the city council for staggered two-year terms, removable for cause by the city council; and

WHEREAS, the Texas Local Government Code section 211.008(g) provides that the governing body of a Type A general-law municipality by ordinance may grant the members of the governing body the authority to act as a board of adjustment; and

WHEREAS, the City's Zoning Ordinance further provides that the city council shall designate one member of the Board of Adjustment as chairperson.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICE, TEXAS, THAT:

SECTION 1. The following are appointed to the following positions on the Board of Adjustment for terms ending as stated below and until their successors are appointed and qualified:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Sheila Teague	Place 1	May 30, 2025
Troy Foreman	Place 2	May 30, 2024
Rosa Vasquez	Place 3	May 30, 2024
Diane Cheek	Place 4	May 30, 2024
Donnie P. Fisher	Place 5	May 30, 2025

SECTION 2. Donnie P. Fisher is hereby designated to serve as chairperson for the Board of Adjustment For his/her stated term or until his/her successor is appointed and qualified.

SECTION 3. This Ordinance shall take effect immediately upon passage.

PASSED AND APPROVED this the 8th day of February 2024.

APPROVED:

Christi Campbell, Mayor

ATTEST:

Sharon Watkins, City Secretary



Item Title: Discuss and Deliberate Approval for rezoning 200 North Dallas from R-2 to R-4

Summary:

Background:

ATTACHMENTS:

Description

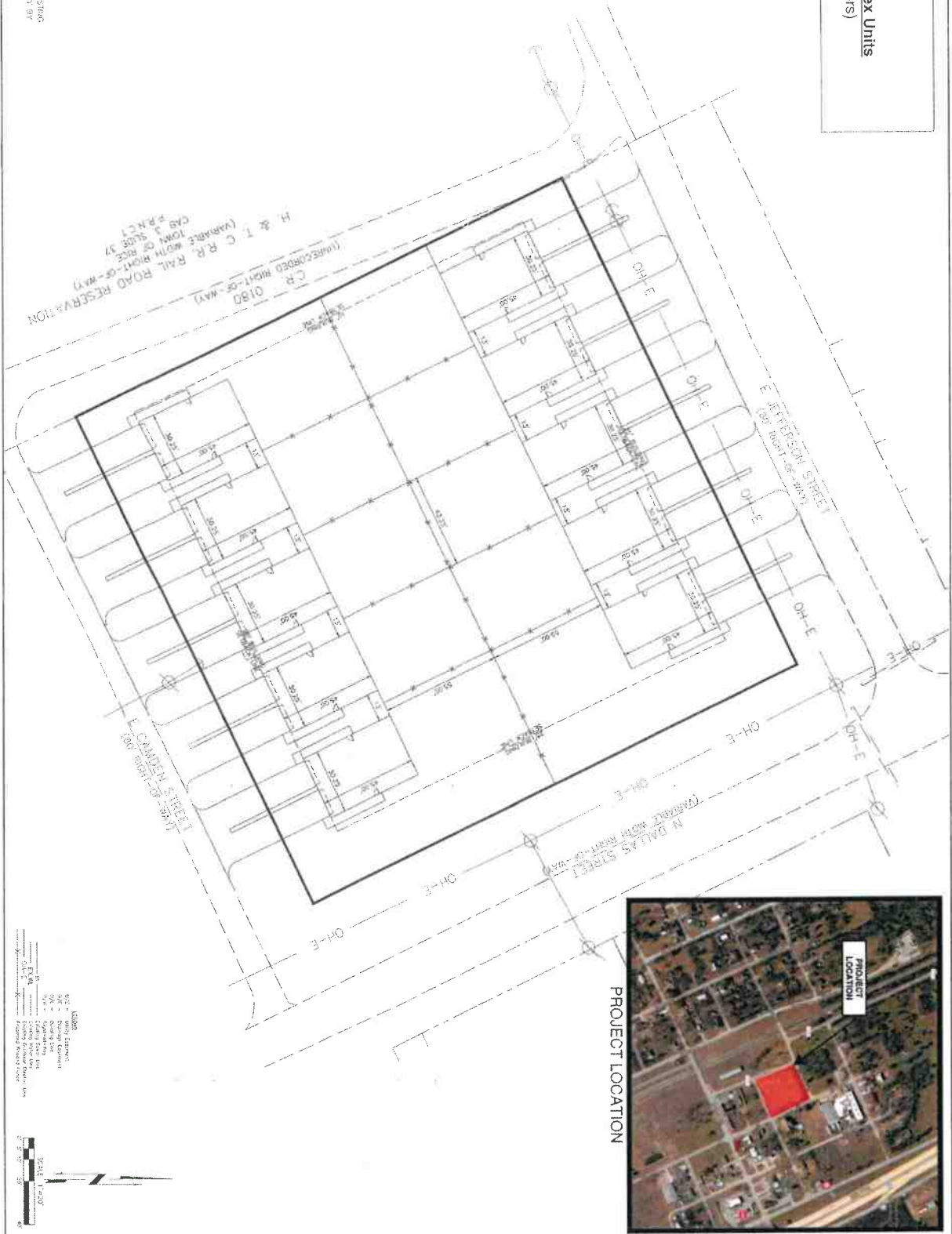
200 North Dallas rezoning

Type

Cover Memo

1.43 Acres
 PID: 28477
Proposed Duplex Units
 10 Units (20 doors)

NOTE:
 ALL LOTS AND AREAS OF EXISTING
 UTILITIES ARE TO BE REMOVED BY
 THE OWNER



JOB: PRELIMINARY SITE PLAN
RICE DUPLEX ADDITION
200 NORTH DALLAS STREET
 CITY OF RICE, NAVARRO COUNTY, TEXAS

Eyncon
 11111 E. 11th Street
 Suite 100
 Dallas, Texas 75244
 Phone: (214) 343-1111
 Fax: (214) 343-1112
 Email: info@eyncon.com

PRELIMINARY
NOT FOR
CONSTRUCTION

JOB CODE:
 1

Being all that parcel of land Located in the City of
Rice, Navarro County, Texas and being a part of
the Thomas M Rowe Survey

[illegible]

Dr. J. B. Moore

Case 1:51-cv-00001-UNA Document 1-1 Filed 07/25/17 Page 1 of 1

[illegible]

BEGINNING at a six-inch high iron rod with cap stamped "331" set for the west corner of Sub Tract 2 (Tract One), said point being in the northeast line of that called 20177 were Tracts 2 and 3, recorded in County Clerk's Document Number 2013-1300 Texas Property Records Number County, Texas, said point being at the west corner of said Lot 10, Block 16, and said point being at the intersection of the southeast right-of-way line of Jefferson Street (40' right-of-way) with the southeast right-of-way line of the I-37 C.R.R. Rail Road Reservation.

THIRDS: North 60 degrees 10 seconds 15 seconds East, 350.00 feet to a one-half inch iron rod with cap stamped "310" for the north corner of said Tract (Survey Trail), said point being at the north corner of said Lot 15. Block 18 and said point being at the intersection of the southeast right-of-way line of E. Johnson Street with the southeast right-of-way line of N Dallas Street (a table with 4,400-27-2-2-2).

THEM?C South 25 degrees 49 minutes 33 seconds East, 330.00 feet to a one-half inch iron rod with cap stamped "31" set for the east corner of said Tract 2197677, and point being at said Lot 15, Block 16, and said point being at the intersection of the southwest line of H Dallas Street with the northeast right-of-way line of K Canadian Street 160 right-of-way.

THENCE South on degree 10 industries 25 acres, West, 250.00 feet to a one-half inch iron rod with cap stamped "3B" 66) for the north corner of said Tract Affiant Owns, said point being at the northeast corner of said 2.6917 acre tract of land, said point being at Block 16 and said point being at the intersection of the northwestern right-of-way line of N. Camden Street with the northwest line of said H. 27.2, N. 26. Rail Road Reservation;

THENCE: North 25 degrees 49 minutes 35 seconds, West, 250.00 feet to the southwest corner of said Tract 207 West 207 North, along the southwest line of said Tract 207 West 207 North, East 1/4 Section 36, T.20S., R.10E., S.4E., said Tract 207 West 207 North, and along the southwest line of said Tract 207 West 207 North, East 1/4 Section 36, T.20S., R.10E., S.4E., said Tract 207 West 207 North, and along the southwest line of said Block 1 to the POINT OF BEGINNING and containing 89,806 square feet or 1.425 acres of land.

Points of Bearing is derived from GPS observations relative to the Texas WGS 84 RTK Network, Texas State Plane Coordinate System, Central Zone (NAD83).

SUPPLY CERTIFICATION:

survey noted that this aim and direction as shown herein is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an independent third-party survey performed under my supervision during the month of November, 2023.

Grand Scott Macak, R.P.L.J., No. 6248



CASEMENT NOTES:

Subject tract is a part of that tract of land described in the Tax of 1922, Volume 3, Page 20, and is shown as being owned by the State of Texas, County, Texas, according to Volume 3, Page 20, of the 1922 Texas General Land Office map. There are no encumbrances or building setback lines are clearly defined.

SURVEY NOTES:

All corners are a one-half inch iron roof with cap stamped "30" set, unless otherwise noted herein.

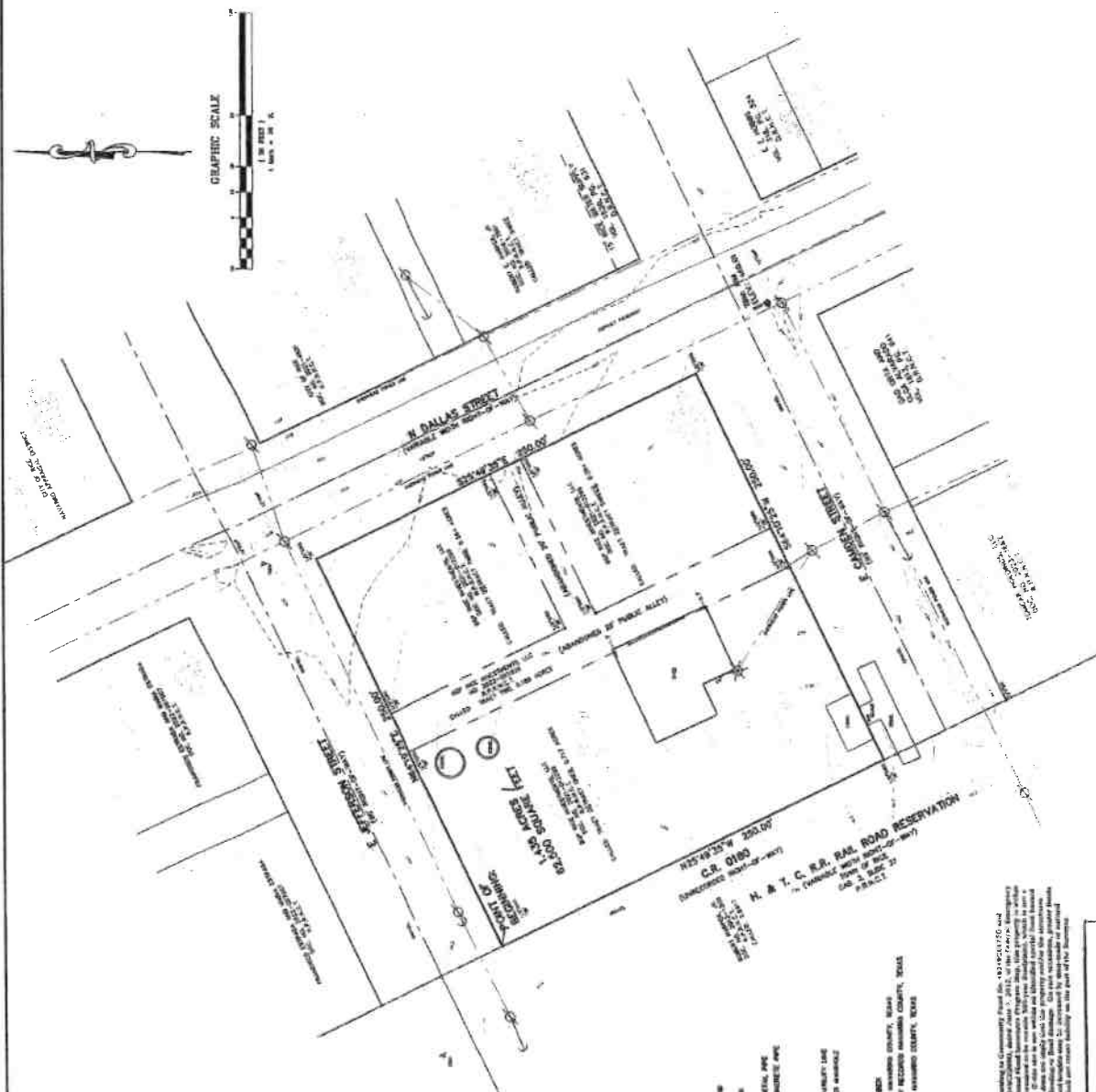
BENCHMARKS:

1. EASTERLY RIM OF A SANITARY SEWER MANHOLE LOCATED AT THE
SOUTHWEST INTERSECTION OF E CAMDEN STREET AND N DALLAS
STREET

2. EASTERLY RIM OF A SANITARY SEWER MANHOLE, IN PAVEMENT,
LOCATED AT THE NORTHEAST INTERSECTION OF W HURK STREET AND
N DALLAS STREET.

ELEV. 454.06

FIVE.

[illegible][illegible]

656 Bacak Road
Ennis, Texas 75119
972-825-7949

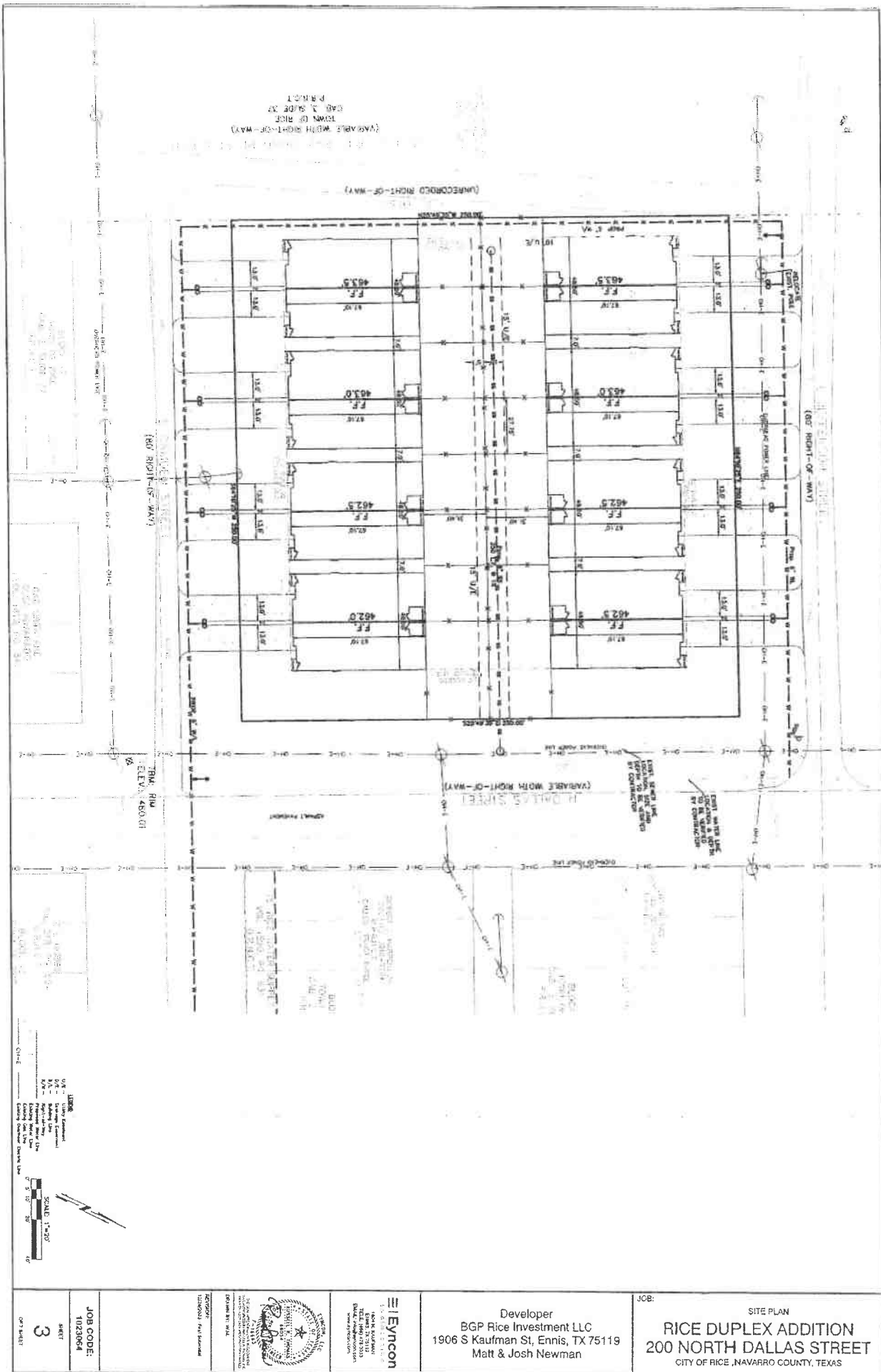
3B
LAND
CONSTRUCTION

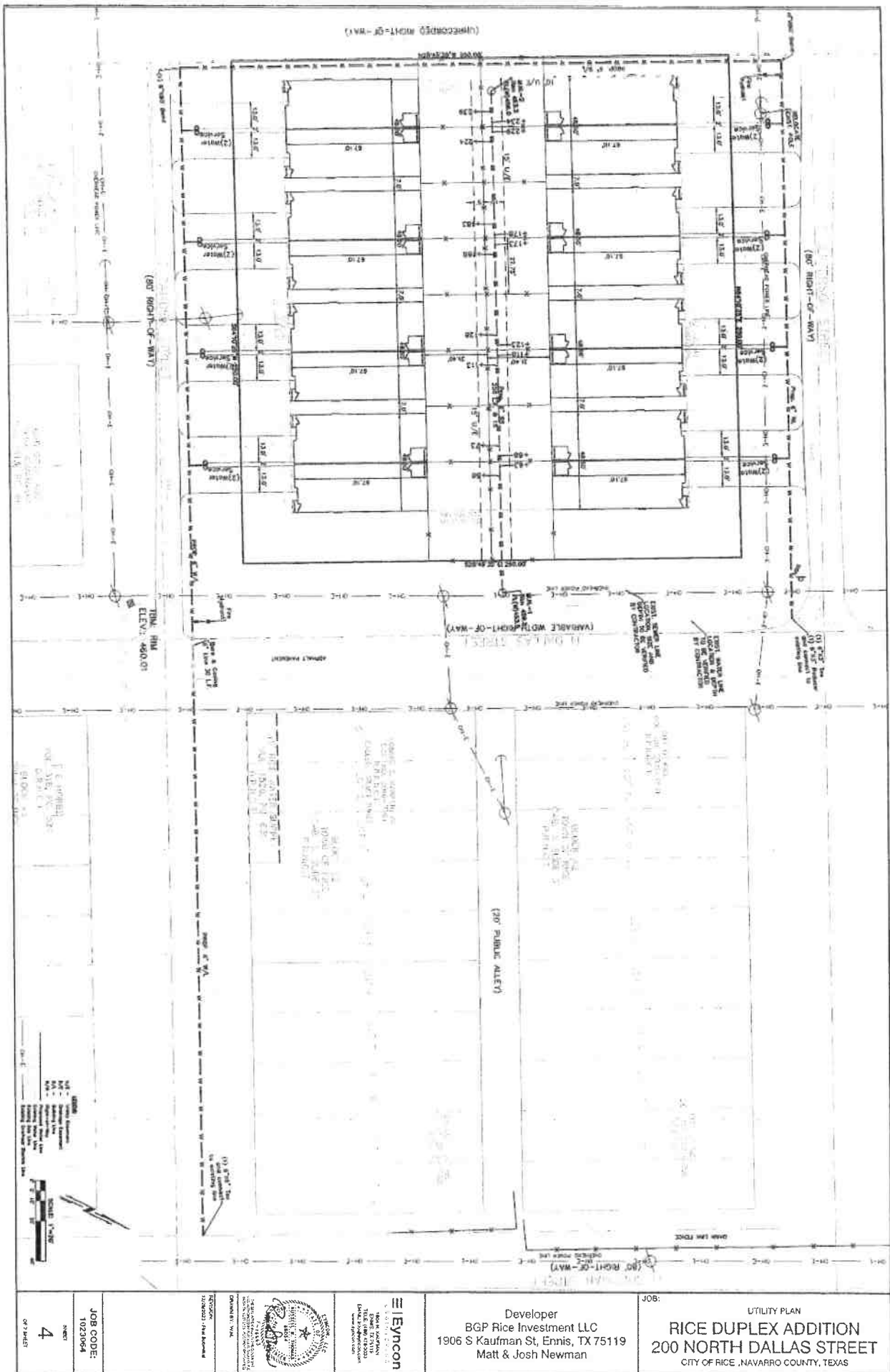
TOPOGRAPHIC SURVEY - 1.435 ACRES

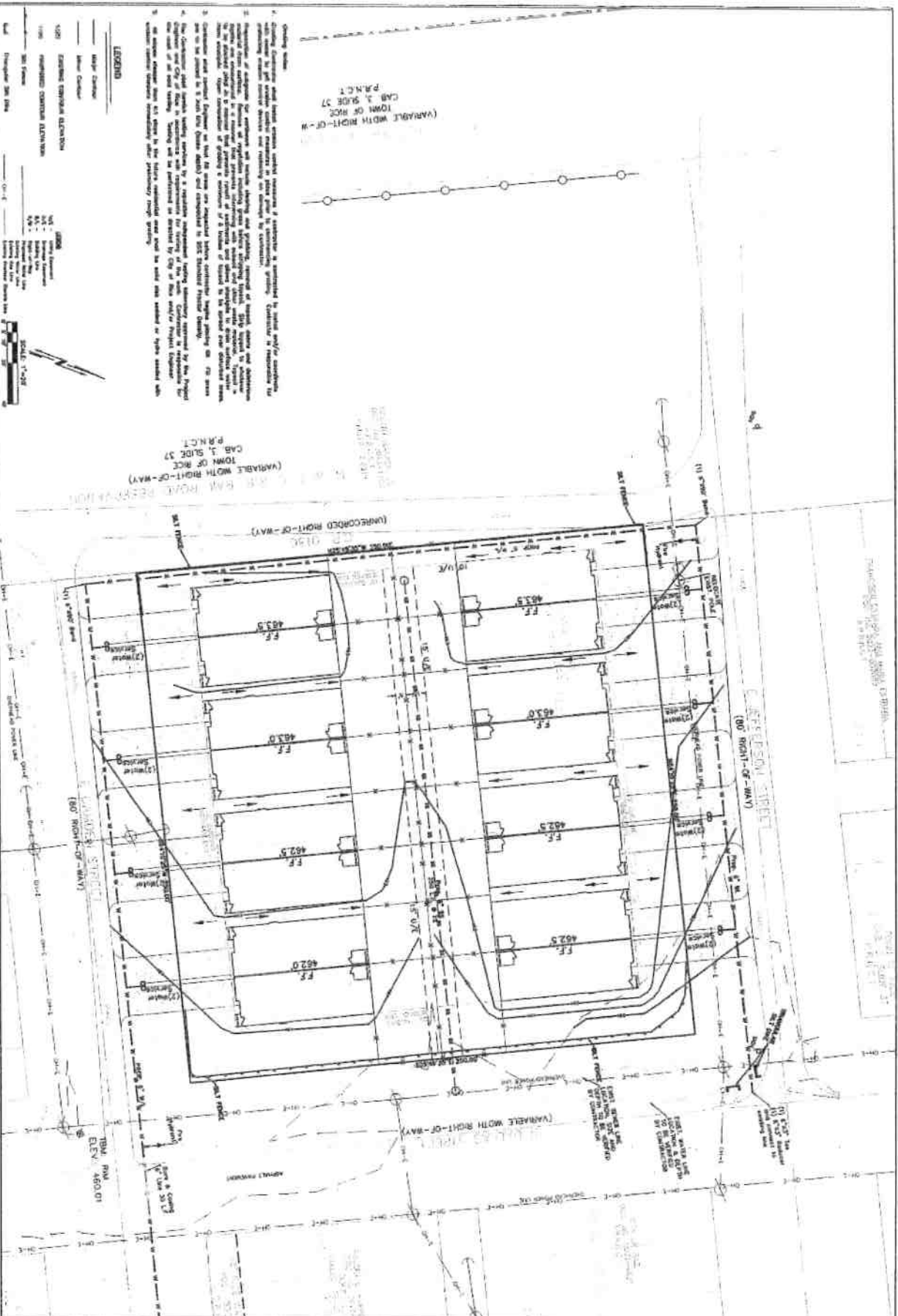
THOMAS M ROWE SURVEY,
ABSTRACT NUMBER 680

City of Rice, Navarro County, Texas

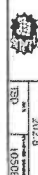
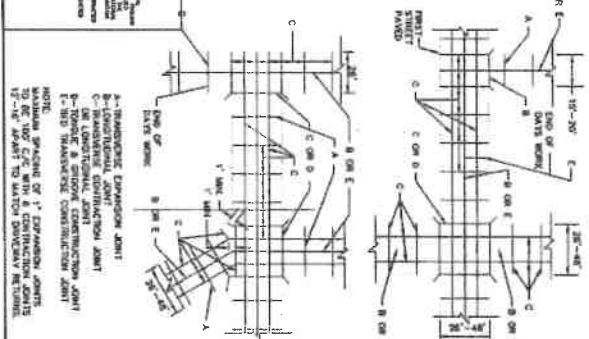
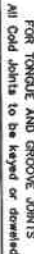
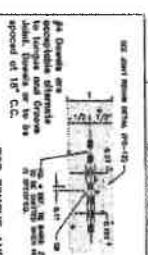
NO.	REVISION	BY	DATE
PROJECT NO.: LTC023			
DATED: November 21, 2023			
SHEET 1 OF 1			







JOB CODE: 1023064	DEVELOPER BGP Rice Investment LLC 1906 S Kaufman St, Ennis, TX 75119 Matt & Josh Newman	JOB: GRADING & EROSION CONTROL PLAN RICE DUPLEX ADDITION 200 NORTH DALLAS STREET CITY OF RICE, NAVARRO COUNTY, TEXAS
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[illegible]



Item Title: Discuss and Deliberate approval of the Joint Contract for Election Services

Summary:

A contract between Rice and Navarro County for election services.

Background:

ATTACHMENTS:

Description

Joint Contract for Election Services

Type

Cover Memo

JOINT CONTRACT FOR ELECTION SERVICES

WHEREAS, School Districts, ("ISD") Cities, (City), and other political subdivisions in Navarro County will hold election on May 4th, 2024.

WHEREAS, each ISD, City and other political subdivisions in Navarro County have entered an agreement or agreements with the Navarro County Elections Administrator (the "County EA") wherein the County EA will administer each political subdivision, ISD, and city election occurring on the May 2024 uniform election date as authorized under Chapter 31 of the Texas Election Code ("Election Services Agreement"); and Chapter 271 of the Texas Election Code ("Joint Election").

WHEREAS, each political subdivision, ISD and City and Navarro County desire to enter into a single Joint Contract for Election Services provided by Navarro County for the purpose of sharing election equipment, election expense, election polling locations, election workers, and election ballots where or if appropriate;

NOW, THEREFORE, each political subdivision, ISD, and City in the County agree as follows;

1. **Date**: The election covered by this agreement will be held May 4th, 2024.
2. **Duties and Services of the County**. The County, acting by and through the County EA, shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - a. Train the election judges and clerks.
 - b. Arrange for the use of polling places for Early Voting and Election Day.
 - c. Procure and distribute election supplies and distribution of ballots.
 - d. Assemble and edit lists of registered voters to be used in conduction of the election, in conformity with the boundaries of each ISD, City, and political subdivision in Navarro County.
 - e. Procure, prepare and distribute election supplies and equipment, transport equipment to and from the polling place.
 - f. Supervise the conduction of Early Voting.
 - g. Supervise the conduction of Election Day Voting.
 - h. Provide notice of the date, time and place of a school of instruction for election judges and clerks, and conduct such school of instruction.
 - i. Arrange for use of a central counting station and for the tabulation personnel and equipment needed at the central counting station and assist in preparation of programs and test materials for the tabulation of the ballots to be used with electronic voting equipment.
 - j. Publish notice of the date, time and place of the testing of the electronic tabulating equipment and conduct such testing as required by law.
 - k. Provide at no cost for the storage of election records for the retention period prescribed by law, then destroy said election records in a secure manner.

- l. Supervise the handling and disposition of election returns, voted activation cards, etc. and tabulate unofficial returns and assist in preparing the tabulation for the official canvass. The County EA will prepare the unofficial tabulation report after all precincts have been counted and will provide a copy of the report to the official designated by the political subdivision, City or ISD as soon as possible after all the returns have been tabulated.
- m. Provide information services for voters and election officers during Early voting and on Election Day.
- n. Assist in providing general overall supervision of the election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of each political subdivision, ISD, and City who are responsible for holding the election.
- o. Pay the cost of election judges and clerks: Each election judge and alternate will receive \$11 per hour and clerks will also receive \$11 per hour. The election judge or his/her designated clerk will receive an additional \$25.00 for delivering election returns and supplies to the County EA after polls close. Election judges and alternate judges will receive \$11.00 per hour for attending training. Clerks will also receive \$11.00 per hour to attend said training.
- p. Provide at no cost, copies of all invoices received by the County and/or County EA for payment of services or supplies for which each political subdivision, ISD, and City are to reimburse the County Elections Administrator's Office.
- q. The County EA will be responsible for all payment to all parties who have provided services, supplies, and voting locations for the election. Political Subdivisions, ISD's and Cities shall not be liable to any third parties for any default by the County in connection with holding the election, including failure by Navarro County or its County EA to pay for services, supplies and voting locations for this election.
- r. The clerks for Early Voting, the judge and clerks of the Early voting Ballot Board, and the judge, alternate judge, and clerks, Manager and Tabulation Supervisor of the Central Counting Station will be provided by Navarro County using the procedures outlined in Election Law for the acquisition of election judges, alternate judges, and clerks for regular County-held elections.

3. Duties and Services of each Political Subdivision, ISD and City:

- a. Determine and establish the precincts for their respective elections, if applicable
- b. Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate ISD and City officer or body and take all actions necessary under law for calling the election, canvassing the returns and declaring the results.
- c. Prepare and publish in the official newspaper and on the website of each subdivision all required election notices.
- d. Provide by email all items required to be posted on the County website of each subdivision all required election notices at least 5 days before the deadline.
- e. Deliver to the County EA as soon as possible, but no later than 70 days before the election, the names or propositions that are to be printed on the ballot with the exact form and spelling that is to be used.

- f. Pay any additional costs incurred by the County EA if recount for said election is required, a runoff or second election is required, or the election is contested in any manner.
- g. Each political subdivision, ISD, and City shall pay to the County the actual cost incurred by Navarro County in conducting this election, equipment fees, and an additional ten percent (10%) Administrative fee, pursuant to the Texas Election Code, Section 31.100. Each ISD and City will pay their respective shares (as calculated in paragraph 4 below) of conducting said elections, within thirty days from the date of billing. See attachment for estimated cost for such services. The estimated costs of election may be modified as necessary, upon agreement of the county, each political subdivision, ISD and City.
- h. Deliver all election orders and notices in a timely manner.

4. Allocation of costs as between ISD and County

- a. Each political subdivision desires to contract with the County to conduct and supervise their elections and further desires to split the fee charged by the County in paragraph 3(f) above in an equitable manner.
- b. As between the County, political subdivisions, ISD's and Cities Election Day voting shall be held in common precincts, at polling locations as authorized and ordered by the governing body of each participating political subdivision and agreed upon by the County.
- c. The total estimated election expense is: Express Votes and Scanner rental- Election Day and Early voting is \$175 each.
- d. Early Voting expenses shall be borne equally by all participating political subdivisions unless one or more of the entities cancel its/their election. In which case the early voting expense shall be borne by the participating political subdivisions or Entities that conduct an election.
- e. Due to new legal requirements of limitations of election equipment and other consideration branch early voting services are not available from Navarro County during elections in 2024.
- f. Election Day voting shall be borne equally by all participating political subdivisions, unless one or more entities cancel its/their election. In which case the early voting expense shall be borne by the participating political subdivision or entities that conduct an election. If any ISD or City cancels an election, the canceling political subdivision shall be responsible for only those reasonable expenses that it incurs or are incurred on its behalf prior to the date of cancellation.

5. General Conditions

- a. Regular Navarro County voting locations will be used.
- b. Each political subdivision holding an election agrees to use Vote Centers on Election Day. Each political holding an election agrees to use the Navarro County Main Early Voting Location and hours as their only early voting polling location and hours. The early voting location is 601 N 13th, Corsicana Texas and the hours April 22-27th 7 am - 7 pm. April 28th 1 pm to 7 pm. April 29-30th 7 am to 7 pm.

- c. This contract shall automatically terminate upon completion of the activities related to the election held on May 4th, 2024. The parties may elect to renew this agreement for subsequent election on the same terms and conditions as set forth therein, or on such other terms they may agree.
- d. Nothing contained in this contract shall authorize or permit a change in the office with whom or the place at which any document or recording to an election is to be filed.
- e. The County EA shall file copies of this contract with the County Treasurer and the County Auditor of Navarro County no later than 10 days after the execution of the contract.
- f. This agreement may be executed in multiple counterparts.

SIGNATORIES

**CITY/SCHOOL/POLITICAL
SUBDIVISION:** _____

Presiding Officer/Superintendent/Mayor/President (circle one)

Vice President/Secretary/Other (circle if applicable)

Other (please specify)

H.M. Davenport, Navarro County Judge

Allie Thomas, Navarro County Election Administrator

NOTICE OF DRAWING FOR A PLACE ON BALLOT

Notice is hereby given of a drawing to determine the order in which the names of candidates are to be

printed on the ballot for the election to be held on _____, 20____ in
(month) (day)

_____, Texas. The drawing will be held at _____ (a.m.)(p.m.)
(name of political subdivision) (hour)

on _____, 20____, at _____,
(date) (address, including room number, if applicable)

_____, Texas.
(city)

Officer Conducting Drawing

AVISO DEL SORTEO PARA UN LUGAR EN LA BOLETA

Por lo presente se da aviso que habrá un sorteo para determinar la orden en que aparecerán los

nombres de los candidatos en la boleta para la elección que se celebrará el

_____, 20____ en _____, Texas. El
(día) (mes) (nombre de la subdivisión política)

sorteo tendrá lugar a las _____ (a.m.) (p.m.) el _____, 20____
(hora) (fecha)

a _____, Texas.
(dirección, incluyendo el número del cuarto, si aplicable) (ciudad)

Oficial Manejando el Sorteo



Item Title: Discuss refund to Juan and Maria Rodriguez

Summary:

Background:



Item Title: Discuss and Deliberate Accepting Laura McGee's resignation from EDC

Summary:

Background:

ATTACHMENTS:

Description

Ms. Laura McGee letter of resignation from EDC

Type

Cover Memo

Re: Agenda Packet for Monday, January 22, 2024

Laura McGee <mcgee213288@gmail.com>

Sun 1/21/2024 5:48 PM

To: Pixels Scribbles <pixelsscribbles@gmail.com>

Cc: James Franks <tjfranks304@gmail.com>; Garry Teague <gary.teaguei45@gmail.com>; Rolando Chapo <rolandochapajr@gmail.com>; James Alsup <Jared_33_98@yahoo.com>; Tonya Roberts <troberts9700@yahoo.com>; Vicki Fisher <vfisher@ricetx.gov>

I will not be present on Monday night. Please accept my apologies and my resignation from the Rice EDC Board.

Thanks,

Laura McGee

On Fri, Jan 19, 2024 at 9:54 AM Pixels Scribbles <pixelsscribbles@gmail.com> wrote:

Hello All,

Here is our agenda packet for Monday night's meeting.

Thanks,
Brandi



Item Title: Discuss and Deliberate Accepting the resignation of Officer Matthew Guerrero (Badge #375)

Summary:

Last day - February 2, 2024.

Background:

ATTACHMENTS:

Description

Officer Guerrero resignation letter

Type

Cover Memo

Formal Resignation Letter

Matthew Guerrero
118 Dunn Street
Red Oak, Texas 75154

Friday January 19, 2024

Rice Police Department
305 North Dallas
Rice, Texas 75155

Dear Chief Parson,

I would like to inform you of my intention to resign as a Police Officer at the Rice Police Department, effective two weeks from today, Friday January 19, 2023.

I appreciate the opportunities you've given me during my tenure at The Rice Police Department.

Please let me know what assistance you'll require from me during the resignation notice period.

Thank you,

Matthew Guerrero #375



Item Title: Discuss and Deliberate the reserve officers to cover as part time officers until full time position is filled

Summary:

Background:



Item Title: Discuss and Deliberate T-Mobile cell phones instead of Hotspots for Police Department

Summary:

Background:

ATTACHMENTS:

Description	Type
T-Mobile Officer Cell Phone Proposal	Cover Memo

T-Mobile Officer Cell Phone Proposal

Current Plan

Device	# of Devices	Monthly Cost Per Line	Total Monthly Cost
T10 Hotspot	4	\$29.05	\$116.20

The Police Department currently utilizes these hotspots to provide internet to the laptops in their vehicles.

Proposed Plan

Device	# of Devices	Monthly Cost Per Line	Total Monthly Cost
Samsung G23	4	\$27.88	\$111.52 + \$13.96 (Gov't Acct. Fees) \$125.48

With these phones the Police Department will be able to replace the ticket writer, the hotspot, and the camera and will also provide 4 agency cell phones. We will be able to eliminate 3 devices in exchange for one. There is not a contract initiated with this agreement, however they do ask that we maintain the service for at least 12 months.

T-Mobile

Your Statement

Page 1 of 7

Statement For: CITY OF RICE
Account Number: 964793735
Corporate ID: TEXAS DIR

Important Information

Visit my.t-mobile.com or the
T-Mobile App to pay your bill
online, manage your account and
get product support.

SP 01 000328 63700 H 6 BSNGLP

|||||

CITY OF RICE
ATTN: LINDA GARRETT
PO BOX 67
RICE TX 75155-0097

Summary

Previous Balance \$ 232.40
Pmt Rec'd - Thank You \$ (232.40)

Total Past Due \$ -
(Due Immediately)

Monthly Recurring Chgs \$ 140.00
Credits & Adjustments \$ (23.80)

Total Current Charges \$ 116.20
Current Charges Due By 2/13/24

Grand Total \$ 116.20

100-50-5452
Acct #

Linda Garrett #370
SIGN

1-24-24
DATE

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT PLEASE MAKE SURE ADDRESS SHOWS THROUGH WINDOW

T-Mobile

Statement For: CITY OF RICE
Account Number: 964793735

T-MOBILE
PO BOX 742596
CINCINNATI OH 45274-2596

|||||

Amount Due
By 2/13/24

\$116.20

Amount
Enclosed

☐ If you have changed your address - check box and
record new address on the reverse side.

0409647937350213240000116209751550097

Statement For: CITY OF RICE
 Account Number: 964793735
 Corporate ID: TEXAS DIR

Customer Service Number 1-800-937-8997
 Jan 16, 2024

Page 3 of 7

Monthly Summary

Monthly service charges from 12/15/23 - 1/14/24

Mobile Number	Monthly Recurring Charges	Credits & Adjustments	Usage Charges	One Time Charges	Other Charges	Third-party Services	Taxes & Surcharges	Total Current Charges
Mobile Internet								
903-423-0449 (Details on Page 4)	\$ 35.00	\$ (5.95)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29.05
903-423-0479 (Details on Page 5)	\$ 35.00	\$ (5.95)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29.05
903-423-0515 (Details on Page 6)	\$ 35.00	\$ (5.95)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29.05
903-423-0883 (Details on Page 7)	\$ 35.00	\$ (5.95)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29.05
Total	\$ 140.00	\$ (23.80)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116.20

Account Service Detail

	Amount	Totals
Previous Balance	\$ 232.40	
Payment Received On 12/21/23	\$ (116.20)	
Payment Received On 1/04/24	\$ (116.20)	
Monthly Recurring Charges		\$ -
Partial charge for i-Billing for MCSA (B) from 12/15/23 to 1/08/24	\$ -	
Total Charges		\$ -

Statement For:
Account Number:
Corporate ID:

Customer Service: Morrison 1-800-837-0897

1000

1000

Activities at which this time is primarily used:

205 W CALHOUN ST
ATTN: JAMES ALSLIP
RICE, TX 75156-9701

Subscriber Service Desk for

Available Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
GOV SmpChc Val UHL M	Cyberlink	Unlimited			
	Mobile Internet	Unlimited			
	Text Messages	Unlimited			
Unlimited Messaging					
Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
	Cyberlink		2,200	1,800	1,700
		Average			
Monthly Resizing Charges			\$	94.00	\$
GOV SmpChc Val UHL M					
Credits & Referrals			\$	18.95	\$
Corporate Volume Discount					
Total Charges			\$		\$
					23.05

WIRE AND DATA USAGE CHARGES

Date	Service	Volumes	Measurements	Type	Total
	Included Data with Zero Charges	3,2637	0g/glycete		
	SUBTOTAL	3,2637	0g/glycete		3

¹On the substrate plate shown in this section, which is mounted up in the standard 100 mm. dish. For filling, mounted up in the inverted 100 mm. dish at the end of each filling cycle. If you switch from plate to cylinder, the filling chamber has to be switched up to the inverted 100 mm. dish at the end of the filling cycle. The filling chamber may not be switched immediately to the next plate. 1000 MB \pm 100, 1000 MB \pm 100.

Total of All Usage Charges

Two date and time for all measuring and date corresponds to Pacific Time (PST/UTC)

[illegible]

James D. Gail, Jr. is a PhD student at the University of Maryland, College Park. He is currently working on his dissertation, "The Role of the State in the Development of the American Economy, 1800-1860." He is also a member of the American Historical Association and the American Political Science Association.

Vol. 90, Pt. 1 (1998) No. 1 Publication Programme 1998

Statement For:
Account Number:
Company ID:

Customer Service Number
+860-837-8997

趙世瑜

1999

Addressen an welcher Stelle kann ich den Artikel eintragen?

205 W CALHOUN ST
ATTN: JAMES ALBLOP
HUFF, TX 75136-0401

Subscriber Service Detail for (903) 421-6843

Available Services	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
GOV Snapshot Vol Unit: MI	Snapshot	Unlimited			
	Message	Unlimited			
Unlimited Messaging	Message	Unlimited			
Used Service	Type	WHENEVER	PEAK	OFF PEAK	WEEKEND
	Snapshot		177338	28360	74272
		Amount			Yours
Monthly Recurring Charges			\$	33.00	\$
GOV Snapshot Vol Unit: MI			\$	33.00	
Credits & Adjustments			\$	(5.05)	\$
Corporate Volume Discount					
Total Charges			\$		\$
					29.05

WEB AND DATA USAGE CHARGES

Date	Service	Volume	Measurement	Type	Total
Included Data with Zero Charges					
		27.9520	Gigabytes		
Sub Total		27.9520	Gigabytes		\$

¹On the work-chain photo shown to the section, data is recorded up to the nearest MB each year, and the battery, connected up to the nearest MB at the end of each filing cycle. If your meter does give half-cycle (or less), data will be rounded up to the nearest half at the end of the charge, and charges may not be rounded upwards; for each date 1004 00 1 148, 1004 148 = 1.041.

Total of All Language Changes

The date and time of presentation and data corresponds to Pacific Time (PST/PT).

[illegible]

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(Wh) Yes, I'm a Customer. I'll be home tomorrow.

Customer Name:
Financial Contact Name:
Address:
City:
State:
Zip:
Financial Contact Phone:
Email Address:
Acct # (if applicable):

Customer Information	
City of Rice Police	
964793735	

Name & Title:
Phone:
Email Address:

Sales Representative Information	
Natalya Kasha - Government Account Manager	
214-334-7293	
natalya.kasha@t-mobile.com	
T-MOBILE USA INC	
PO BOX 742596 Cincinnati, OH 45274-2596	
91-1983600	
NASPO	

Remit To Address:
Vendor PO Address:
Tax ID#
Contract Number:

QUOTE DATE:	Promo Discount Offer Expiration Date:	Contract Vehicle:	Discounts
02/15/24	03/31/24	NASPO	MRC NET

Equipment Options: Note: promotions only apply per device with the purchase of an associated service plan for 2yr term for voice lines

Qty.	Model	MSRP	GOV 2YR Flat Rate Price	Additional Discount	Net Equipment Cost	Equipment Subtotal
4	Samsung Galaxy S23 5G	\$699.99		(\$2,799.96)	\$2,799.96	\$0.00
Equipment Total						\$0.00

Monthly Recurring Rate Plan Charges - Billed Monthly or Can Be Invoiced 12-24 Months at a Time

Qty.	Rate Plan	MRC	MRC Discount	Additional Credit	Net Price Monthly	Subtotal
4	Connecting Heroes Advanced	\$34.00	16%		\$27.88	\$111.52
Estimated Fees Gov Account (\$3.49 per user per month) **						\$13.96
Estimated Total for 1 Month Service Charges**						\$125.48
Estimated 1st Year of Service						\$1,505.76
Estimated Total for 2 years service						\$3,011.52



Item Title: Discuss and Deliberate Approval of Replat to abandon one-half Sherman Street at Gilmer to End of Sherman Street.

Summary:

This has gone before Planning and Zoning and was approved.

The other half of the undeveloped Sherman Street was abandoned on June 8, 2020.

Background:

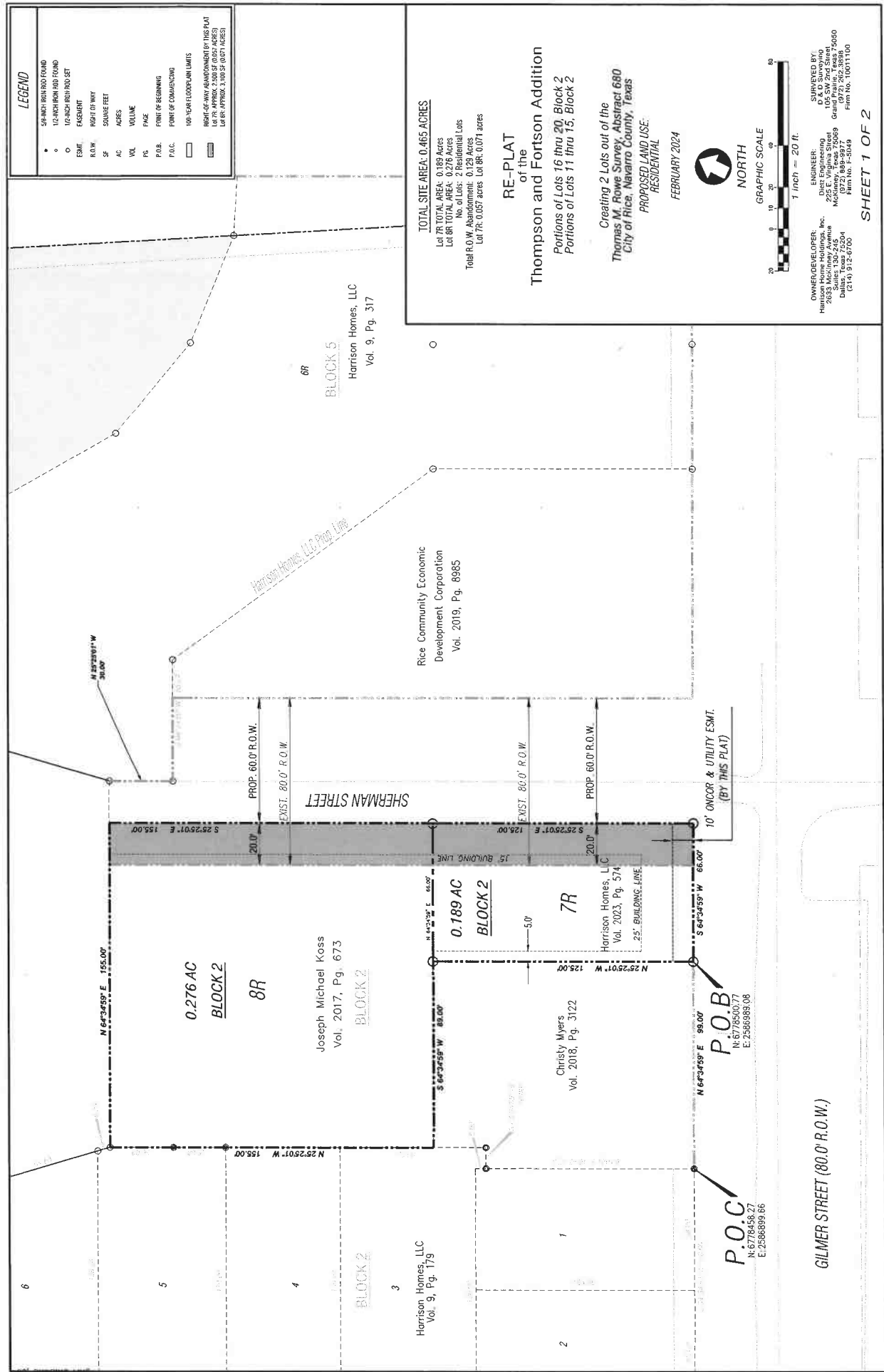
ATTACHMENTS:

Description

Final Re-plat

Type

Cover Memo





Item Title: Discuss and Deliberate Approval for Procurement Policy for Grantworks

Summary:

Procurement Policy for the grant for the Comprehensive Plan

Background:

ATTACHMENTS:

Description

discuss and Deliberate approval of Procurement Policies and
Procedures for Grantworks

Type

Cover Memo



CITY OF RICE PROCUREMENT POLICIES AND PROCEDURES

The City of Rice follows the procurement standards in 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds. All attempts are made to adhere to these policies and procedures and updates are made as needed. The entirety of the language found in 2 CFR 200.317 – 2 CFR 200.327 may not be applicable in all instances, programs, and/or situations. This document contains the most current 2 CFR 200.317 – 2 CFR 200.327 language available at the adoption of these policies and procedures.

§200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must 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. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or 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. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards

of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, 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. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic

preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) *Micro-purchases—(i) Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds.* The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) *Non-Federal entity increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) *Small purchases—(i) Small purchase procedures.* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) *Simplified acquisition thresholds.* The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) *Formal procurement methods.* When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented

procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) *Sealed bids*. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) *Proposals*. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) 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 recipient or 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 recipient or 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.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the **Federal Water Pollution Control Act** ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply 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](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#)*

(K) See [§ 200.216](#)**

(L) See [§ 200.322](#)***

***§ 200.323 Procurement of recovered materials.**

A [non-Federal entity](#) that is a [state](#) agency or agency of a political subdivision of a [state](#) and its [contractors](#) must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

****§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) [Recipients](#) and sub [recipients](#) are prohibited from obligating or expending [loan](#) or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a [contract](#) to procure or obtain; or
- (3) Enter into a [contract](#) (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any [subsidiary](#) or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any [subsidiary](#) or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering [loan](#), grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

*****§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

These Policies and Procedures are passed and approved through the City of Rice through the City Council on _____ March 14, 2024.

Mayor Christi Campbell, City of Rice



Item Title: Discuss and Deliberate approval for SysLogic Technology Services, LLC's contract for Police Department

Summary:

Background:

ATTACHMENTS:

Description	Type
Sys Logic Contract for Police Department	Cover Memo

Sys Logic Technology Services, LLC's



PROPOSAL / AGREEMENT

City of Rice – Police Department

Rice, Texas

Information Technology

Managed Services Agreement

March 1, 2024

CHRIS GOLDSMITH

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1 INTRODUCTION

This document is Sys Logic Technology Services, LLC's (Sys Logic) proposed Agreement between City of Rice – Police Department and Sys Logic to provide City of Rice - Police Department with Information Technology Managed Services.

Sys Logic would like to thank City of Rice - Police Department for the opportunity to submit this Agreement for consideration.

Please do not hesitate to contact us. We will be most happy to be of assistance and we look forward to having the opportunity to continue to serve City of Rice - Police Department.

Sincerely,

Chris Goldsmith

1.1 OVERVIEW OF SYS LOGIC AND OUR SERVICE CAPABILITIES

Sys Logic Technology Services, LLC. provides computer and technology services for law enforcement, municipalities, medical, business, professional services, and many other vertical markets.

Sys Logic Technology Services LLC is located at 300 W Highway 243, in Canton, Texas and we service the East Texas Area. Our office phone number is (903) 224-0088.

Our roots are in Law Enforcement and Municipality Technology Support. We began with Law Enforcement back in 2004 and have worked with the FBI and DPS in supporting our clients.

Sys Logic is a managed service provider (MSP) and delivers services, such as network, application, infrastructure, and security, via ongoing and regular support and active administration on customers' premises by providing resources for both end users of the systems and management staff to ensure system integrity, reliability, and a strong and reliable security system.

All our personnel are fingerprinted, have had security awareness training and are CJIS cleared. Sys Logic takes security and CJIS adherence very seriously. In terms of CJIS, we are very proactive to ensure all guidelines are met. Sys Logic Technology Services, LLC. will periodically go through all systems to ensure compliance. We will also set up mechanisms to detect possible intruders and provide alerts, which is key. As threats continue to evolve, simply adhering to guidelines is not sufficient and a more proactive approach is needed. From audits to logs to alerting mechanisms upon possible intrusions as well as the implementation of self-defending networks is necessary.

Sys Logic has built our success on the back of technological solutions that keep our clients growing into future endeavors. However, IT issues still occur, and when they do, our team is there to work diligently besides yours to provide solutions that get your business up and running again.

As part of our IT Manages Services, Sys Logic will provide a strong emphasis on providing excellent technical expertise; strong customer service; excellent help desk services; project management, deployment, and implementation methodologies; and our continuous focus on providing excellent customer service.

2 SERVICE LEVEL AGREEMENT (SLA)

Sys Logic Technology Services, LLC's Service Level Agreement ("SLA" or "Agreement") sets the expectations between Sys Logic Technology Services, LLC (Sys Logic) and City of Rice - Police Department and describes the Services to be provided.

2.1 ACCEPTANCE

This Service Level Agreement ("SLA" or "Agreement") by and between:

Sys Logic Technology Services, LLC., 300 W Highway 243, in Canton, Texas 75103

and

City of Rice - Police Department, 305 North Dallas Street, Rice, TX 75155.

This Agreement is effective as of ____ / ____ / _____. Additionally, this Agreement will not supersede any current processes, procedures or agreements between the parties unless stated explicitly herein.

WHEREAS, Sys Logic is a provider of Information Technology Managed Services Solutions;

WHEREAS, City of Rice - Police Department desires to contract with Sys Logic for Information Technology Managed Services Solutions.

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be signed by their duly authorized representatives as of the effective date set forth above.

Chris Goldsmith
Owner

Charles Parson
Police Chief

Sys Logic Technology Services, LLC
300 E. Hwy 243, Canton, Texas 75103

City of Rice - Police Department
305 North Dallas Street, Rice, TX 75155

NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

2.1.1 PERIOD OF SERVICE

City of Rice - Police Department _____ Sys Logic _____ (Please Initial)

This Agreement shall be effective as of the date of this Agreement, execution by City of Rice - Police Department unless sooner terminated in accordance with the terms hereof, and shall be for an initial term of Twelve (12) months at the following monthly rate of: \$ 750.00

2.1.2 FEES

Description	Cost /Month
6.1 MANAGEMENT	Included
6.1.1 DESIGNATED SYS LOGIC IT MANAGER	Included
6.1.2 REPORTING	Included
6.1.3 MANAGE MAINTENANCE AND REPAIRS	Included
6.1.4 AVAILABILITY AND SUPPORT	Included
6.1.5 INVENTORY	Included
6.1.6 STRATEGIC SHORT-TERM AND LONG-TERM PLANNING	Included
6.1.7 BUDGET PROCESS	Included
7 SECURITY SERVICES	Included
7.1 CYBERSECURITY SERVICES	Included
7.2 NETWORK SECURITY SERVICES	Included
8 NETWORK ADMINISTRATION SERVICES	Included
8.1 NETWORK VIRUS DETECTION	Included
8.2 NETWORK MONITORING AND ALERTS	Included
8.3 WAN AND LAN NETWORK MANAGEMENT	Included
8.4 USER MANAGEMENT	Included
8.5 STRUCTURED NETWORK CABLING	Included
8.6 NETWORK REMOTE ACCESS	Included
8.7 EMERGENCY OPERATIONS AND DISASTER RECOVERY PLAN	Included
9 SERVER ADMINISTRATION SERVICES	Included
9.1 SERVER MONITORING AND ALERTS	Included
9.2 SERVER MANAGEMENT	Included

9.3	DATA MANAGEMENT	Included
9.4	USER MANAGEMENT	Included
9.5	PATCH MANAGEMENT	Included
9.6	SERVER / DATA CONTINUITY AND DISASTER PLANNING	Included
10	DESKTOP AND LAPTOP ADMINISTRATION	Included
10.1	CONFIGURATION AND DEPLOYMENT	Included
10.2	PATCH MANAGEMENT	Included
10.3	END USER SUPPORT AND TROUBLESHOOTING	Included
10.4	DESKTOP AND LAPTOP SYSTEM IMAGES	Included
10.5	VENDOR SUPPORT	Included

2.1.3 SERVICE LEVEL AGREEMENT (SLA) RESPONSE TIMES

Service Level Agreement (SLA) Response Times		
Severity Level	In-Person (On-Site) Response Time (Minutes)	Remote Access Response Time (Minutes)
Critical (PD Dispatch; multiple systems/staffs affected; critical single system affected; production halted)	As Soon as Available Within 60 Minutes (24 x 7 x 365)	As Soon as Available Within 30 to 60 Minutes (24 x 7 x 365)
High (single system/site affected; work stoppage at single site)	As Soon as Available Within 120 Minutes (24 x 7 x 365)	As Soon as Available Within 60 to 120 Minutes (24 x 7 x 365)
Normal (non-critical single system affected; non- critical performance issue or other non- critical request)	As Soon as Available Within 240 Minutes (7am – 6pm - M, T, W, T, F)	As Soon as Available Within 120 - 240 Minutes (7am – 6pm - M, T, W, T, F)
Low (minor performance- affecting issue; limited scope or affect)	Within Next Business Day	Within Next Business Day

2.1.4 LIMITATION OF LIABILITY

In no event shall Sys Logic be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Sys Logic shall not be responsible to Client for loss of use of the IT Environment or for any other liabilities arising from alterations, additions, adjustments, service, repairs, or maintenance which have been made to the IT Environment other than by authorized representatives of Sys Logic.

Neither Party shall be liable – whether in contract, tort (including negligence), breach of statutory duty or otherwise – to the other if it breaches any of its obligations under this Agreement (or arising therefrom), for any loss suffered by the other Party in the form of lost revenue or profit or failure to achieve any benefit expected to be derived from this Agreement, loss of use of any asset, loss of data recorded on any computer or other equipment, loss which is not the direct and immediate consequence of the breach, business interruption or management time, or any other loss which is otherwise indirect, commercial, economic, special or consequential.

The total liability of Sys Logic – whether in contract, tort (including negligence), breach of statutory duty or otherwise – for any and all breaches and/or non-performance of its obligations or liability under this Agreement shall be limited to the total Fees payable by City of Rice - Police Department. Further, if any collection action litigated or otherwise, is necessary to enforce the terms of this Agreement, Sys Logic shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury or any other liability which cannot be excluded by law.

No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

2.1.5 ERRORS AND OMISSIONS

While every effort will be made to ensure accuracy and completeness in our services, in the event of any "Error or Omission" on our part, Sys Logic will take prompt and reasonable steps to rectify the situation.

Sys Logic shall not be liable for errors or omissions resulting from changes made to the services by City of Rice - Police Department or any third party without the prior written consent of the Service Provider.

Sys Logic shall not be liable for errors, omissions, or damages caused by the actions or negligence of third parties, including but not limited to subcontractors, vendors, or other service providers engaged by Sys Logic with the Client's approval.

Sys Logic shall not be liable for errors or omissions resulting from events beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, or governmental actions.

City of Rice - Police Department agrees to promptly notify Sys Logic in writing of any errors or omissions detected, allowing Sys Logic an opportunity to cure and rectify the situation within a reasonable timeframe.

The total liability of Sys Logic for any errors, omissions, or professional negligence under this agreement, whether arising from breach of contract, negligence, or otherwise, shall be limited to the total fees paid by City of Rice - Police Department to Sys Logic for the specific service or deliverable directly related to the error or omission.

2.1.6 MODIFICATION OR TERMINATION OF AGREEMENT

Sys Logic reserves the right to renegotiate rates if City of Rice - Police Department adds locations or addition hardware, software, hardware support requirements, service adjustments, or service enhancements, as well as modify this Agreement (or any portion thereof) with a thirty (30) day notice.

City of Rice - Police Department reserves the right to renegotiate rates if City of Rice - Police Department downsizes, or reduces hardware, software, hardware support requirements, service adjustments or service enhancements, as well as modifications that would substantiate an adjustment of a lower rate.

City of Rice - Police Department may request, in writing to Sys Logic, modifications to this agreement (or any portion thereof). Sys Logic will implement any reasonable requested modifications within 30 days of receiving such written request from City of Rice - Police Department. City of Rice - Police Department acknowledges that the requested modifications may require an adjustment to current renegotiated rates.

The Sys Logic reserves the right to refuse or suspend service under this Agreement in the event City of Rice - Police Department has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other agreement between the parties.

This Agreement may be terminated by City of Rice - Police Department upon ninety (90) day's written notice if Sys Logic:

- i. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within ninety (90) days of receipt of such written notice.
- ii. Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice.
- iii. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

If either party terminates this Agreement, Sys Logic will assist City of Rice - Police Department in the orderly termination of services, including timely transfer of services to another designated provider. Sys Logic acknowledges that all City of Rice - Police Department's data and information stored on Sys Logic owned hardware is the sole property of City of Rice - Police Department. If this agreement is terminated, all City of Rice - Police Department's data and information will be returned to City of Rice - Police Department in a usable format. City of Rice

- Police Department agrees to pay Sys Logic the actual costs of providing such assistance. Sys Logic will also provide City of Rice - Police Department with a final set of monthly reports on City of Rice - Police Department's IT environment.

2.1.7 TERMS OF SERVICE

The headings within this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

This Agreement shall be governed by the laws of the State of Texas. It constitutes the entire Agreement between City of Rice - Police Department and Sys Logic for monitoring, maintenance, and service of all covered IT Assets, locations, and other coverages listed herein.

If any legal action is filed pursuant to this Agreement such action must be filed in a court of competent jurisdiction in Van Zandt County, Texas.

The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement. Sys Logic is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

City of Rice - Police Department agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement, City of Rice - Police Department will not recruit or hire any employee, agent, representative or subcontractor of Sys Logic, nor will City of Rice - Police Department directly or indirectly contact or communicate with the Sys Logic's Personnel for the purpose of soliciting or inducing such Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than Sys Logic; or (b) to provide services to City of Rice - Police Department or any other person, firm or entity except as an employee or representative of City of Rice - Police Department. City of Rice - Police Department agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Sys Logic, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

IT Managed Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, Sys Logic disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Sys Logic does not warrant that use of software or products furnished by Sys Logic will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

2.1.8 CONFIDENTIALITY & NON-DISCLOSURE

Sys Logic and its agents may use City of Rice - Police Department's information, as necessary to or consistent with providing the contracted services. Sys Logic acknowledges that through its relationship with City of Rice - Police Department, Sys Logic may become aware Confidential Information or trade secrets proprietary to City of Rice - Police Department. Sys Logic agrees to protect and not to disclose or otherwise make available City of Rice - Police Department's Confidential Information and/or trade secrets. Sys Logic shall take appropriate action by instruction, agreement, or otherwise with any respect to Sys Logic's employees who are permitted to access City of Rice - Police Department's Confidential Information and/or trade secrets. In order to fulfill Sys Logic's duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by Sys Logic and not released to third parties without written consent from City of Rice - Police Department.

Confidential Information shall mean information, whether oral or written (including information provided in electronic format), provided by City of Rice - Police Department, or received by Sys Logic by virtue of the relationship created from this Agreement, provided that such information shall not be Confidential Information if the information provided (i) is known to the trade or public at the time of its disclosure, (ii) becomes generally available to the trade or public other than as a result of Sys Logic, (iii) was in the possession of Sys Logic in a non-confidential basis prior to its disclosure, (iv) was disclosed to Sys Logic by a third party not reasonably known by Sys Logic to be under an obligation of confidentiality, (v) was disclosed pursuant to a legal or regulatory requirement, or (vi) was disclosed with the written consent of City of Rice - Police Department.

3 MONTHLY CHARGES, FEES, AND PAYMENT

3.1 MONTHLY SERVICE CHARGES

City of Rice - Police Department is purchasing Sys Logic's Information Technology Managed Services under this Agreement for the charges, fees, and term outlined herein.

Sys Logic's standard Agreement Term is for 36 Months.

Said charges shall be invoiced by Sys Logic and paid in monthly installments by City of Rice - Police Department with the first installment due upon execution of this agreement. Each payment thereafter shall be due the first day of each calendar month, with payment expected within 5 days following the due date. Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by Sys Logic.

3.2 INVOICE AND PAYMENT

Sys Logic will invoice City of Rice - Police Department for covered service charges due in accordance to the terms and conditions defined within this Agreement on the first (1st) of the month, with payment executed five (5) days following the due date. Any additional billing

charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by Sys Logic.

City of Rice - Police Department will pay any and all legitimate and/or agreed upon service fees and charges due upon receipt of the relevant invoice from Sys Logic.

City of Rice - Police Department will, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, City of Rice - Police Department will promptly pay to Sys Logic an amount equal to any such taxes actually paid or required to be collected or paid by Sys Logic.

When a payment under this Agreement is not on a business day (Monday to Friday), it may be paid on the next following business day.

Excluding any relevant taxes or fees withheld by law, any and all sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction, or withholding

Sys Logic reserves the right to refuse, suspend, or even terminate service under this Agreement in the event City of Rice - Police Department has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other Agreement between Sys Logic and City of Rice - Police Department.

3.3 ON-BOARDING FEES

City of Rice - Police Department is purchasing the Sys Logic's Information Technology Onboarding Services under this Agreement for the onboarding fees outlined below. Said fees are to be paid in full upon execution of this agreement unless alternative arrangements are agreed upon by both parties and documented herein. Services provided hereunder shall be assessed against this Client as provided herein.

One Time On-Boarding Fee schedule:

* There are no On-Boarding Fees due to City of Rice - Police Department being a current client.	\$ 0.00
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3.4 OUT-OF-SCOPE SERVICE FEES

It is understood and agreed upon that any and all Services requested by City of Rice - Police Department that fall outside the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

Any supplemental services provided by Sys Logic which are outside the terms of this Agreement, shall be agreed upon by City of Rice - Police Department and charged to City of Rice - Police Department as an additional charge and will be invoiced on the first of each month, with payment expected within thirty (30) days, unless otherwise specified by Sys Logic.

3.4.1 PROJECTS / ACTIVITIES IN-SCOPE OR OUT-OF-SCOPE

3.4.1.1 In-Scope

Additional Services that require less than five (5) hours to complete are considered In-Scope of this Managed Services Agreement and are provided at no additional charge.

Examples would be:

- Consulting to discuss upcoming projects, proposed changes, or how new software would fit with-in City of Rice - Police Department's infrastructure.
- Consulting to discuss future technology needs.

3.4.1.2 Out-of-Scope

Additional Services that require more than five (5) hours to complete are considered Out of Scope of this Managed Services Agreement.

All activities Out-of-Scope of this Managed Services Agreement will be considered a Project.

Examples would be:

- Setting up, configuring, and deploying new hardware that does not currently exist with-in City of Rice - Police Department's current infrastructure.
- Setting up network access to an additional building or area that does not currently exist with-in City of Rice - Police Department's current infrastructure.

* The hourly rate for Out-of-Scope services will be billed at a rate of \$75.00 per hour / per Sys Logic employee.

Examples:

- Installing and configuring a new Firewall usually costs around \$500.00
- Installing and configuring a new Server usually costs around \$1,500.00

3.4.2 EXCLUDED SERVICES

Service rendered under this Managed Services Agreement does not include:

- Parts, equipment or software not covered by vendor/manufacture warranty or support.
- The cost of any parts, equipment, or shipping charges of any kind.
- The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- The cost to bring City of Rice - Police Department's environment up to minimum standards required for Services.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by Sys Logic, including alterations, software installations or

modifications of equipment made by City of Rice - Police Department's employees or anyone other than Sys Logic.

- Maintenance of Applications software packages, whether acquired from Service Provider or any other source.
- Programming (modification of software code) and program (software) maintenance.

4 CLIENT RESPONSIBILITIES

4.1 INFORMATION AND DOCUMENTATION

City of Rice - Police Department, with reasonable effort, will provide all necessary, pertinent, accurate, and complete information, documentation, and knowledge that Sys Logic needs to successfully provision and provide the services detailed within this Agreement prior to the start of those services.

4.2 MAINTENANCE WINDOW

City of Rice - Police Department agrees that maintenance window(s) must be established and honored to allow for proper maintenance of the IT environment and IT assets and further agrees to cooperate with Sys Logic to establish, define, and agree on any and all necessary maintenance windows for City of Rice - Police Department's IT environment.

4.3 CLIENT'S KEY REPRESENTATIVES

City of Rice - Police Department agrees that key representatives, within their business, must be established and defined so that Sys Logic can receive any necessary supplementary support from City of Rice - Police Department as required.

4.4 DISASTER PLANNING AND RECOVERY

City of Rice - Police Department will co-operate with Sys Logic during onboarding and on a quarterly basis to evaluate short-term goals, long-term goals, backups, disaster recovery strategy, and business continuity plans to ensure that data backups are complete and adequately protect City of Rice - Police Department's Business.

4.5 SERVICE & SUPPORT RESPONSIBILITIES

- City of Rice - Police Department will use the appropriate means of contact to request service and report issues.
- City of Rice - Police Department's end users will not contact Sys Logic's service/support representatives directly and will follow the approved process.
- City of Rice - Police Department will provide all pertinent information required to open a service/support request.

- When opening a service/support request City of Rice - Police Department will work with Sys Logic to accurately classify the request's impact and severity so that its priority and SLA requirements can be accurately established.
- Once a request for service/support has been successfully submitted City of Rice - Police Department will provide reasonable availability of its representative(s) to co-operate with Sys Logic's service/support representative(s) assigned to the request.
- City of Rice - Police Department shall allow Sys Logic access and usage rights to all relevant IT Environments and IT Assets as reasonably required by Sys Logic to provide its services and support.
- In the event that Sys Logic requires the decision, approval, consent, authorization, or any other communication from City of Rice - Police Department in order to provide any of the services (or any part thereof) described herein, City of Rice - Police Department will be reasonably diligent to provide the same in a timely manner. Sys Logic is not liable or at fault for any impact(s) caused by a delay in any requested approvals from City of Rice - Police Department.
- City of Rice - Police Department will promptly notify Sys Logic of any events or incidents that could impact the services defined within this agreement and/or any supplemental service needs.
- City of Rice - Police Department agrees to not permit any changes or modifications to be made to the covered IT Environment and IT Assets by any party other than those authorized by Sys Logic.
- City of Rice - Police Department agrees to inform Sys Logic of any modification, installation, or service performed on the covered IT Environments by individuals not employed by Sys Logic.

5 SCOPE OF PROPOSED MANAGED SERVICES INCLUDED

5.1 MANAGEMENT

5.1.1 DESIGNATED SYS LOGIC IT MANAGER

Sys Logic will designate an IT Manager that will function as the primary contact and will:

- Ensure all IT activities are coordinated City of Rice - Police Department's designated representative
- Manage and prioritize all IT activities
- Maintain a detailed understanding and knowledge of the IT Infrastructure
- Conduct or have a backup representative conduct a regular weekly on-site visit
- Respond to and resolve escalated issues and risks in a timely manner
- Assist the Client with all IT short-term and long-term planning

5.1.2 REPORTING

Sys Logic's designated IT Manager will:

- Provide management level monthly status reports including a summary of all open and closed issues that occurred.
- Attend monthly meetings with City of Rice - Police Department to review monthly reports, work performed, network availability, help desk ticket summary, security issues and concerns, and long-range planning.

5.1.3 MANAGE MAINTENANCE AND REPAIRS

Sys Logic's designated IT Manager will provide services to coordinate and schedule all maintenance and repair work with City of Rice - Police Department's designated representative and will ensure all work will be completed in a timely fashion.

5.1.4 AVAILABILITY AND SUPPORT

Sys Logic's designated IT Manager will ensure support is provided within the guidelines established by our Service Level Agreement (SLA).

5.1.5 INVENTORY

Sys Logic's designated IT Manager will provide services to maintain an up-to-date inventory of all City of Rice - Police Department computer-related hardware.

5.1.6 STRATEGIC SHORT-TERM AND LONG-TERM PLANNING

Sys Logic's designated IT Manager will:

- Provide planning and design services for system enhancements, including installations and upgrades of new or existing systems.
- Provide technical leadership and recommendations for a 3-5 year roadmap.
- Provide recommendations for future purchasing and technology needs.

5.1.7 BUDGET PROCESS

Sys Logic's designated IT Manager will provide services to assist designated City of Rice - Police Department personnel with software and hardware purchases to coordinate with the annual budget process.

6 SECURITY SERVICES

6.1 CYBERSECURITY SERVICES

Cybersecurity is the practice of protecting computer devices and networks from various attacks. A cyber-attack is when there is a deliberate and malicious attempt to breach the information system of an organization.

The complexity and variety of cyberattacks are ever-increasing, with many different types of attacks. While cybersecurity prevention measures differ for each type of attack, having good security practices in place are generally good at mitigating these attacks.

Sys Logic's designated IT Manager will work with City of Rice - Police Department's designated representative to implement practices to keep systems and security software up to date, leverage firewalls and threat management tools and solutions, install antivirus software across systems, control access and user privileges, backup systems often, and proactively watch for breached systems with a managed detection and response service.

6.2 NETWORK SECURITY SERVICES

Network security involves the protection of confidential files and documents in a network of computers against various attacks. It involves protecting the integrity of the network and various network resources from unauthorized access.

Sys Logic's designated IT Manager will:

- Implement and maintain a comprehensive and robust network security program to prevent unauthorized breaches, guard against malware and external threats, and ensure data and system integrity in routine and emergency environments.
- Implement and maintain a secure firewall including spam, virus, and malware protection
- Manage and provide Internet content filtering and reporting.

6.3 CJIS CERTIFICATION

Sys Logic takes security and CJIS adherence very seriously. In terms of CJIS, we are very proactive to ensure all guidelines are met. All our personnel are fingerprinted, have had security awareness training and are CJIS cleared.

7 NETWORK ADMINISTRATION SERVICES

7.1 NETWORK VIRUS DETECTION

Sys Logic's designated IT Manager will provide services to manage and maintain a virus detection program on City of Rice - Police Department's servers, email, and all other computers and laptops to stay ahead of Cyber Threats.

7.2 NETWORK MONITORING AND ALERTS

Sys Logic's designated IT Manager will provide services to monitor with alert notifications on failure or potential failure of critical equipment and provide alert notifications to designated City of Rice - Police Department personnel in the event of failure or deficiencies.

7.3 WAN AND LAN NETWORK MANAGEMENT

Sys Logic's designated IT Manager will provide services to:

- Manage and provide network security and performance analysis.
- Manage and provide network configuration management, including configuration backups, configuration changes, software updates or patches for all network devices.

- Manage and provide routine preventative maintenance including device cleaning and health checks on weekly site visits.
- Maintain relevant documentation, including preventative maintenance records, system or configuration changes and associated procedures.

7.4 USER MANAGEMENT

Sys Logic's designated IT Manager will provide services to manage user logins as required on network devices and security. Setup new users, update user profiles as needed, and remove existing users as needed from City of Rice - Police Department's network

7.5 STRUCTURED NETWORK CABLING INSTALLATION AND MAINTENANCE

Sys Logic's designated IT Manager will provide services to install, test, and repair any existing cabling associated with City of Rice - Police Department's IT infrastructure.

7.6 NETWORK REMOTE ACCESS

Sys Logic's designated IT Manager will provide services to manage and maintain a secure remote access environment provided by City of Rice - Police Department.

7.7 EMERGENCY OPERATIONS AND DISASTER RECOVERY PLAN

Sys Logic's designated IT Manager will provide services to coordinate with City of Rice - Police Department's emergency management personnel regarding emergency operations, networking, and recovery environments and support.

8 SERVER ADMINISTRATION SERVICES

8.1 SERVER MONITORING AND ALERTS

Sys Logic's designated IT Manager will provide services to monitor and provide alert notifications on failure or potential failure of critical servers and provide alert notifications to designated City of Rice - Police Department personnel in the event of failure or deficiencies.

8.2 SERVER MANAGEMENT

Sys Logic's designated IT Manager will provide services to:

- Manage and provide server security and performance analysis.
- Manage and provide server configuration management, including configuration backups, configuration changes, software updates or patches for all servers.
- Manage and provide routine preventative maintenance including server cleaning and health checks on weekly site visits.
- Maintaining relevant documentation, including preventative maintenance records, system or configuration changes and associated procedures.

8.3 DATA MANAGEMENT

Sys Logic's designated IT Manager will provide services to manage and provide a solution for server and database backups ensuring data integrity and recoverability.

8.4 USER MANAGEMENT

Sys Logic's designated IT Manager will provide services to manage user logins and security. Setup new users, update user profiles as needed, and remove existing users as needed from City of Rice - Police Department's network.

8.5 PATCH MANAGEMENT

Sys Logic's designated IT Manager will provide services to perform operating systems and application patches.

8.6 SERVER / DATA CONTINUITY AND DISASTER PLANNING

Sys Logic's designated IT Manager will provide services to:

- Manage Server and Data Continuity and a Disaster Plan.
- Manage and provide duplicate file backup and disaster recovery.

9 DESKTOP AND LAPTOP ADMINISTRATION SERVICES

9.1 CONFIGURATION AND DEPLOYMENT

Sys Logic's designated IT Manager will provide services to configure desktops and laptops for standard operating systems, standard applications, client specific applications and network services.

9.2 PATCH MANAGEMENT

Sys Logic's designated IT Manager will provide services to perform operating systems and application patches for desktops and laptops.

9.3 END USER SUPPORT AND TROUBLESHOOTING

Sys Logic's designated IT Manager will provide services to:

- Application support including diagnosing and correcting application issues
- Identify and correct end user issues with printers, copiers, and peripherals.

9.4 DESKTOP AND LAPTOP SYSTEM IMAGES

Sys Logic's designated IT Manager will provide services to create and maintain Desktop and Laptop system images for deploying new or replacement equipment.

9.5 VENDOR SUPPORT

Sys Logic's designated IT Manager will provide services to escalate desktop (and server) software issues when City of Rice - Police Department's direct contact with the vendor is no longer productive.

10 IPHONE AND IPADS

10.1 END USER SUPPORT AND TROUBLESHOOTING

Sys Logic's designated IT Manager will provide services to:

- Assist with upgrading the iOS when upgrades fail
- Diagnose and assist in correcting application or setting issues
- Replacing cracked screens (the cost of the screen or other components are not included)

10.2 EXCLUSIONS

This agreement does not cover the cost of any hardware (i.e., screens, batteries, etc.) and does not cover recovery on any data including iCloud data.



Item Title: Draw names for order names will appear on the May 4, 2024 ballot

Summary:

This will be conducted by each candidate's name being drawn, by Mayor Campbell, from a container..

Background:

City Council Alderman

Troy Foreman

Rosa Vazquez

Sarah Farley

Tonya Roberts

Nick White

Mayor

Christi Campbell



Item Title: Discuss and Deliberate logistics and security for weekend of April 8, 2024 during the eclipse

Summary:

Information that was received from the Navarro County Emergency Management:

Navarro County Emergency Management had a meeting with the Navarro County Commissioners. There were people at that meeting that had been through an eclipse. It was found that possibly the following could happen:

1. Increase drug use
2. Phone service could go out due to demand of large crowds
3. Food, Water and gas will be in short supply
4. Only chain restaurants in Ennis will be open on Monday, April 8th.
5. Traffic, crime, trash and possibly property damage

Background:



Item Title: Discuss and Deliberate safety concerns for school traffic.

Summary:

Background:



Item Title: Discuss and Deliberate approval of Donna Gibson to the EDC

Summary:

EDC has received Donna's application

Background:



Item Title: Discuss and Deliberate approval of Economic Development Commission bylaws changes

Summary:

Background:

ATTACHMENTS:

Description

2024 revised by laws

Type

Cover Memo

**BYLAWS OF THE RICE COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF RICE, TEXAS
A NON-PROFIT CORPORATION**

These bylaws (referred to as the "Bylaws") govern the affairs of the Rice Community Economic Development Corporation, a public instrumentality and a non-profit corporation (hereinafter referred to as "Corporation") created under Title 12, Subtitle CI, Chapter 501, 502, and 505 of the Texas Local Government Code to engage in all lawful activities as authorized for community and economic development, including the right to issues bonds when authorized (hereinafter referred to as the "Act").

ARTICLE I

PURPOSE AND POWERS

Section 1. Purpose. The Corporation is incorporated for the purposes set forth in Article III of its articles of Incorporation, the same to be accomplished on behalf of the City of Rice, Texas (the "City"), as its duly constituted authority and instrumentally in accordance with the Act.

- (a) The affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, by the Articles of Incorporation, the Act, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.
- (b) The Board shall consist of seven (7) Directors, each of whom shall be appointed by and serve at the pleasure of the City Council (the "Council") of the City of Rice.
- (c) Directors are appointed for two (2) years each. There are no term limits.
 - 1. Seats on the Board shall be numbered one (1) through (7), with the terms of odd numbered seats expiring in June of odd numbered years, and even numbered seats expiring in June of even numbered years.
- (d) Any director may be removed from office by the Council at will with or without cause.
- (e) In the event of a vacancy on the Board, the City Council shall make an appointment to fill the remainder of the unexpired term.

Section 2. Qualifications

- (a) The City Council shall appoint the Directors of the Corporation.
- (b) The City Council shall consider individual's experience, accomplishments, and education background in appointing Directors to the Board to ensure that the interests and concerns of all segments of the community are considered.
- (c) Each Director shall have at least one (1) of the following qualifications:
 - 1. Experience in management or in executive compacity.
 - 2. Experience in the evaluation of financial and business records and projections.

3. Experience in economic development matters.
 4. Education, training, or experience useful to the Corporation's purpose.
- (d) Directors of the board shall be:
1. A resident of the City of Rice, or
 2. Be a resident of the county where the city is located (Navarro), or
 3. A resident within ten miles of the city and in the adjoining county (Ellis)
 4. A minimum of two directors must live within the city limits of Rice, Texas.

Section 3. Resignations.

- (a) Director resignations shall be made in writing and shall take effect immediately upon its receipt by the President or the Administrative Officer. The acceptance of resignation shall not be necessary to make it effective unless expressly so provided by resignation.
- (b) Any director who files for elected office shall remain on the board and shall continue to serve until they have been officially elected to office, at that time their resignation will take effect immediately.

Section 4. Meetings of Directors.

- (a) The Board shall hold monthly regular meetings at such place or places and time in the corporate city limits as the Board may determine; provided, however, in the absence of any such determination by the Board or in the event of a conflict, the Board President shall select a reasonable place in which to hold the meeting.
- (b) The President, in consultation with the vice-President and Administrative Officer, may call a special meeting of the Board.
- (c) Directors shall be expected to regularly attend all Board meetings. Special consideration can be granted for absences for good cause. Directors of the Board with three consecutive absences from the regular meetings called with three days prior notice will be contacted by either the Administrative Officer or the President of this Corporation to ensure that the director still wishes to serve on the Corporation.
- (d) Any Director may request an item be placed on the agenda by delivering the same in writing to the Administrative Officer no later than ten (10) days prior to the date of the Board meeting.

Section 5. Opening Meetings Act.

All meetings and deliberations of the Board shall be called, convened, held, and conducted, in accordance with the requirements of the Texas Opening Meetings Act, Government Code, Chapter 551.

Section 6. Quorum.

A majority of the Directors shall constitute a quorum for the conduct of official business of the Corporation. The act of majority of the Directors present at a meeting at which the quorum is in

attendance shall constitute the act of the Board and the Corporation, unless the act of a greater number is required by law or is otherwise required within these Bylaws. A Director may not vote by proxy.

Section 7. Conduct of Business.

- (a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time may be prescribed by the Board by resolution.
- (b) At all meetings of the Board, the President shall preside and, in the absence of the President, in the order of availability, the vice-President, the treasurer or the secretary shall exercise the powers of the President.

Section 8. Committees and Board.

The Board may constitute from time-to-time committees of the Board that are deemed necessary or appropriate. No such committee shall have independent authority to act for or in the stead of the Board.

Section 9. Compensation of Directors.

Directors shall not receive any salary or compensation for their service as Directors. However, they may be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder. The policy regulation payment of reasonable actual expenses incurred in performance of official duty shall be determined by the Board.

Section 10. Conflicts of Interest.

The Directors are subject to the City Council Standard Code of Conduct, and shall conform thereto for purposes of addressing potential and/or actual conflicts of interest.

Section 11. Ex officio Members.

The City Administrator and/or Mayor of Rice may be appointed by the City Council to be a non-voting *ex officio* member of the Board and may attend all meetings of the Board. When the City Administrator and/or Mayor participate in Board activities as a non-voting *ex officio* member, his or her participation shall not count towards a quorum.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office

- (a) The officers of the Corporation shall be an Administrative Officer, President, Vice-President, Secretary and Treasurer. Any two (2) offices may be held by the same person, except the office of the President of the Board. Terms of the office shall be one (1) year with the right of an officer to be reelected.
- (b) All officers shall be subject to removal from office at any time by a vote of the majority of the Board.
- (c) A vacancy in the office of any officer shall be filled by a vote of the majority of the Board.

Section 2. Powers and Duties of the President.

The President of the Board shall:

- (a) Preside over all meetings of the Board.
- (b) Have the right to vote on all matters coming before the Board.
- (c) Have the authority to, upon seventy-two (72) hour notice to the Directors, call a special meeting of the Board, when in his or her judgement such meeting is required.
- (d) Have the authority to appoint ad hoc committees of the Board, which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.
- (e) Have the authority to appoint advisory committees of the Board to further the overall development plan of the Board.
- (f) Shall sign with the co-signature of the secretary, any document which the Board has approved, unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws, or by statute.
- (g) In general, the President of the Board shall perform all duties incident of the office, and such other duties as shall be prescribed from time to time by the Board.

Section 3. Vice-President.

In the absence of the President, or in the event of his or her inability to act, the Vice-President shall perform the duties of the President. When so acting, the Vice-President shall have all power of, and be subject to all the same restrictions as, those incumbent upon the President. The Vice-President shall also perform other duties as from time to time may be assigned to him or her by the President.

Section 4. Secretary.

The Secretary shall keep the minutes of all proceedings of the Board and make a proper record of the same, which shall be attested by the President and the Secretary. The Secretary shall keep books such as may be required by the Board and shall perform such other duties as may be required by the Board. The Secretary shall cause notices to be posted of all Board meetings in accordance with the Texas Open Meetings Act.

Section 5. Treasurer.

The City Secretary/Financial Clerk shall be the Treasurer. The Treasurer shall be the Chief Fiscal Officer of the Corporation and shall have the responsibility to see to the handling, custody and security of all funds and securities of the Corporation in accordance with these Bylaws. In the absence of an authorized signatory, the treasurer may endorse and sign, on behalf of the Corporation, for collection of issuance, checks, notes, and other obligations in or drawn upon such bank, banks or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on account of the Corporation. The treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of their duties in such form and amount as the Board or the City Council may require.

Section 6. Administrative Officer.

- (a) The City Administrator shall serve as the Administrative Officer and shall have responsibility for day-to-day activities of the Corporation, and shall be responsible for all applicable administrative requirements of its Articles of Incorporation, these Bylaws, and the Act, as amended. The City Administrator will select a Board member to act as the point of contact between the City of Rice and the EDC Board, as needed.
- (b) The Administrative Officer may have a staff to assist in the carrying out of his/her responsibilities.
- (c) The Administrative Officer and staff shall be required to follow all other current Personnel Policies of the City of Rice, and for such purposes, the Administrative Officer shall be under the same provisions as those for the City Administrator.

ARTICLE IV

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Program of Work

- (a) It shall be the duty and obligation of the Board to develop, prepare, finance, and implement a Program of Work with the objective and for the purpose of developing and diversifying the economic, recreational, educational, and cultural aspects of the City.
- (b) The board shall periodically submit reports to the City Council as to the status of its activities in carrying out the Program of Work.

Section 2. Annual Corporate Budget.

The Board shall cause to be prepared and shall submit to the City Council of the City, a budget for the forthcoming fiscal year, and in accordance with the annual budget preparation schedule set forth by the City Administrator. The budget shall be submitted to the City Administrator for inclusion in the annual budget presentation to the City Council. The budget proposed for adoption shall include the projected operating expenses, and such other budgetary information as shall be useful to or appropriate for the Board and the City Council. No budget amendments shall become effective without City Council approval. No expenditures of funds shall be made unless such expenditure is provided for in the Corporation's budget approved by the City Council.

Section 3. Contracts for Service.

- (a) The Corporation may contract with any qualified and appropriate person, association, corporation, or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties.
- (b) No such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions.

Section 4. Books, Records, and Audits.

- (a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.
- (b) The Corporation shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Corporation. Such audit shall be at the expense of the Corporation.
- (c) All books, records, accounts, and financial statements shall be kept and administered in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code; and, are subject to be made available for any and all Open Records Request(s).

Section 5. Deposits and Investments of Corporate Funds.

- (a) All funds of the Corporation shall be deposited on a regular basis, consistent with generally accepted accounting practices. The depository of the City shall be the depository of the Corporation. The funds of the Corporation shall be kept separate from the funds of the City.
- (b) Temporary and idle funds, which are immediate obligations of the Corporation, shall be maintained on deposit in the Corporation's depository, or may be invested in any other legal manner in compliance with the Internal Financial Control Policies of the Corporation and City Investment Policy.
- (c) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.

Section 6. Expenditures of Corporate Money.

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, monies derived from the payment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

- (a) Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions indentures, or other agreements submitted to and approved by the City Council prior to the execution of loan or financing agreements or the sale and delivery of the Obligations, to the purchasers thereof required by Section 7 of this Article.
- (b) Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of monies derived from sources other than the proceeds of Obligations, may be used for the purpose of financing or otherwise providing one or more "Projects", as defined in the Act. The Specific expenditures shall be described in a resolution or order of the Board and shall be made only after the approval thereof by the City Council.
- (c) All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be handled in compliance with the finance and payment policies, and applicable Codes of the City of Rice, Texas, as amended from time to time.
- (d) All expenditure checks shall have two signatures, as required by the City expenditure requirements.
 - a. One signature shall be by the City Administrator/Administrative Officer.
 - b. One signature shall be by the Board President or Board Vice-President.

Section 7. Issuance of Obligations.

Any debt issuance by the Corporation shall be in accordance with the statute governing this corporation, but in any event, no debt issuance shall be issued without approval of the City Council, after review and comment by the City's bond counsel and financial advisor.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 1. Principal Office

- (a) The principal office of the corporation shall be located at Rice City Hall, 305 North Dallas, Rice, TX, 75155
- (b) The Corporation shall have a continually designate a registered agent at its Registered Office, as required by the Act.

Section 2. Fiscal Year

The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 3. Seal.

The seal of the Corporation shall be determined by the Board.

Section 4. Services of City Staff and Officers.

Subject to the paramount authority of the City Administrator, the Corporation shall have the right to utilize the services and the staff and employees of the City, provided that the Corporation shall pay reasonable compensation to the City for such services, and the performance of such services does not materially interfere with other duties of such personnel of the City.

Section 5. Indemnification of Directors, Officers, and Employees.

- (a) As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.
- (b) The Corporation or the City shall indemnify each and every member of the Board, its officers, and its employees, and each member of the City Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorney's fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. The attorney for the corporation is authorized to provide a defense for members of the Board, officers, and employees of the Corporation.

Section 6. Legal Construction.

These Bylaws shall be constructed in accordance with the laws of the State of Texas.

Section 7. Severability.

If any provisions or section of these Bylaws is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and the Bylaws shall be constructed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

ARTICLE VI

EFFECTIVE DATE AND APPROVAL

Section 1. Effective Date.

These Bylaws shall become effective upon the occurrence of the following events:

- (1) the adoption of the Bylaws by the Board, and

(2) the approval of the Bylaws by the City Council.

These Bylaws of the Rice Economic Development Corporation were approved at a meeting of the Rice Economic Development Corporation on _____ of 20____

President

Approved at a meeting of the City Council held on _____ of 20____

Mayor of Rice



Item Title: Motion to Adjourn

Summary:

Background: