REGULAR MEETING
OF THE GOVERNING BODY
RICE, TEXAS

Thursday August 13, 2026 6:00 pm
Rice City Hall 305 N. Dallas Street
Rice, TX 75155

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.

AGENDA

1. **Call to Order**

2. **Roll Call**
   a. Mayor Christi Campbell
   b. Councilmember Anna Smith
   c. Councilmember Sarah Farley
   d. Mayor Pro Tem Troy Foreman
   e. Councilmember Mike Butler
   f. Councilmember Neil Chapman

3. **Prayer**

4. **Pledge of Allegiance**

The Pledge of Allegiance to the American 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."

5. **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."

6. **Public Forum**
   Anyone wishing to speak on an item, whether listed on this agenda, may do so during this time. Please turn in a speaker's card to the City Secretary. Each speaker has three (3) minutes to speak. By law, the Council cannot deliberate or take action on non-agenda items. The Council may listen, ask brief clarifying questions, provide factual responses, or explain existing policy.

7. **Aldermen Announcements**

8. **Mayor's Announcements**

9. **Consent Agenda**

   a. Approval of minutes – Council Meeting July 9, 2026
   b. Approval of minutes – Budget Workshop July 23, 2026
   c. Approval of minutes – Special Meeting / Budget Workshop July 31, 2026
   d. Approval of financial report – Financial Report July 2026
   e. Administrative Reports – July 2026 Reports: Police Department, Volunteer Fire Department, Municipal Court, Public Works, Finance and Administration

10. **Public Hearing**
    a. A public hearing to consider the amendment to the City's Comprehensive Plan to allow for Micro-Data Centers to be used in Commercially zoned districts, within the Interstate Highway 45 Overlay District by application of, and approval of, a Specific Use Permit.
    b. Zoning Ordinance Text Amendment: An ordinance amending the City's Zoning Ordinance and. Section 16, "Schedule of Uses and Off-Street parking Requirements", subsection A. "Schedule of Uses and Off-Street parking Established" to add "Micro-Data Center", defined as a facility with a maximum of 5,000 square feet of computer floor space, requiring less than $200 million in investment, or housing less than 40 server racks; and with a utility power demand of 5 mega-watts or fewer, as an allowable use within Commercial zoning districts within the Interstate Highway 45 Overlay District and permitted by Special Use Permit (SUP) only, and to establish specific definitions and development standards.
    c. Zoning Map Amendment & Special Use Permit: An application submitted by applicant EG AI Corp, a Delaware corporation, for approximately 5.284 acres of land locally known as 800 NW McKinney Street, Rice, Texas 75155 (Legal Description: F0450 FORTSON THOMPSON BLK PT 10 THRU 12), and located within the Interstate Highway 45 Overlay District, for the Planning and Zoning

Commission and City Council to consider granting applicant a Special Use Permit (SUP) to allow for the operation of a Micro-Data Center at this location.

11. New Business

The Rice City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, as authorized by Texas Local Government Code Section 551.041 (Consultation with City Attorney).

a. Discuss, consider, and act on Ordinance # _____ adopting the 2024 International Property Maintenance Code, the 2023 National Electrical Code, the 2024 International Plumbing Code, the 2024 International Mechanical Code, the 2024 International Energy Conservation Code, the 2024 International Existing Building Code, the 2024 International Swimming Pool and Spa Code, the 2024 International Fuel and Gas Code, the 2024 International Fire Code and all Appendices and 2024 NCTCOG Amendments to said Codes.

b. Discuss and consider an ordinance amending the City's Comprehensive Plan to allow for Micro-Data Centers to be used in Commercially zoned districts, within the Interstate Highway 45 Overlay District by application of, and approval of, a Specific Use Permit.

c. Discuss and consider an ordinance amending the City's Zoning Ordinance and. Section 16, "Schedule of Uses and Off-Street parking Requirements", subsection A. "Schedule of Uses and Off-Street parking Established" to add "Micro-Data Center", defined as a facility with a maximum of 5,000 square feet of computer floor space, requiring less than $200 million in investment, or housing less than 40 server racks; and with a utility power demand of 5 mega-watts or fewer, as an allowable use within Commercial zoning districts within the Interstate Highway 45 Overlay District and permitted by Special Use Permit (SUP) only, and to establish specific definitions and development standards.

d. Discuss and consider an ordinance approving an application submitted by applicant EG AI Corp, a Delaware corporation, for approximately 5.284 acres of land locally known as 800 NW McKinney Street, Rice, Texas 75155 (Legal Description: F0450 FORTSON THOMPSON BLK PT 10 THRU 12), and located within the Interstate Highway 45 Overlay District, for the Planning and Zoning Commission and City Council to consider granting applicant a Special Use Permit (SUP) to allow for the operation of a Micro-Data Center at this location.

e. Discuss, consider, and act as may be appropriate regarding a Resolution approving a tax abatement agreement with EG AI Corp.

f. Discuss and consider an amendment to the Texas Towing Contract to increase the administrative free from $10 to $50.

g. Discuss, consider, and accept renewal of contract with RecDesk for recreation software.
h. Consider, Discuss and Approve authorization to issue requests for proposal for administrative services (RFP) and requests for qualifications for engineering services (RFQ) for grant application and implementation services for Texas Community Development Grant Program for FY2027 and/or FY2028 Community Development Fund as administered by the Texas Department of Agriculture.
i. Deliberate and act on a Resolution of the City Council of the City of Rice, Navarro County, State of Texas authorizing and designating the approved access for City of Rice safety deposit box at Harmony Bank.
j. Discuss and deliberate approval of a proposed 2026-2027 budget.
k. Discuss and deliberate approval of the proposed tax rate for 2026 – 2027.
l. Discuss and deliberate moving the regular September city council meeting to September 15, 2026 to meet the 30-day posting requirement before the tax levy and budget can be adopted.

12. Executive Session – In accordance with Texas Local Government Code, Section 551.001, et seq.

Recess into Closed Session
Reconvene into Open Session

13. Action taken, if any, from Executive Session.

14. Adjournment

REGULAR MEETING
OF THE GOVERNING BODY
RICE, TEXAS

Thursday July 9, 2026, 6:00 pm
Rice City Hall 305 N. Dallas Street
Rice, TX 75155

MINUTES

1. **Call to Order**: Mayor Christi Campbell called the meeting to order at 6 pm

2. **Roll Call: by City Administrator, Tonya Roberts**
    a. Mayor Christi Campbell: Present
    b. Councilmember Anna Smith: Present
    c. Councilmember Sarah Farley: Present
    d. Mayor Pro Tem Troy Foreman: Present
    e. Councilmember Mike Butler: Present

3. **Prayer**: By Mike Butler

4. **Pledge of Allegiance**: By All

5. **Texas Pledge of Allegiance**: By All

6. **Public Forum**
   Anyone wishing to speak on an item, whether listed on this agenda, may do so during this time. Please turn in a speaker's card to the City Secretary. Each speaker has three (3) minutes to speak. By law, the Council cannot deliberate or take action on non-agenda items. The Council may listen, ask brief clarifying questions, provide factual responses, or explain existing policy.
   1: Robert Reddish: Rice, Tx – Spoke on Data Centers
   2: Michael Ellis: Rice, Tx – Spoke on Data Centers

7. **Aldermen Announcements**
   None

8. **Mayor's Announcements**

Mayor Campbell announced that the written answers from EG AI would be available. Just come in and fill out an open records request.

9. **Consent Agenda**
   a. Approval of minutes – Council Meeting June 11, 2026
   b. Approval of financial report – Financial Report June 2026
   c. Administrative Reports – June 2026 Reports: Police Department, Volunteer Fire Department, Municipal Court, Public Works, Finance and Administration

   Motion to approve consent agenda made by Mike Butler and seconded by Troy Foreman.
   Ayes: Mike Butler, Troy Foreman, Ann Smith, Sarah Farley.
   Nays: None
   Motion Passed

10. **New Business**

The Rice City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed in this agenda, as authorized by Texas Local Government Code Section 551.041 (Consultation with City Attorney).

a. Discuss, consider and possible action to fill a vacancy on the City Council, including appointment of a qualified individual to serve the unexpired term of position created by the resignation of Councilmember Roberts, in accordance with Texas Local Government Code 22.010.

   Alderman Mike Butler nominated Neil Chapman.

   Motion to accept as Alderman for the vacant position, Neil Chapman, was made by Mike Butler, and seconded by Ann Smith.
   Ayes; Mike Butler, Ann Smith, Sarah Farley, Troy Foreman
   Nays: None
   Motion Passed

b. Administration of Oath of Office – Administer the official oath of office to newly appointed municipal officers in accordance with Texas Constitution, Article XVI, Section 1, and Texas Local Government Code Section 22.005.

   Mayor Campbell administered the Oath of Office to Neil Chapman.

c. Deliberate and act on a Resolution of the City Council of the City of Rice, Navarro County, State of Texas authorizing and designating the official signatures of the City of Rice for banking and depository services at Harmony Bank, including the following accounts: City of Rice Checking Account and City of Rice Savings Account.

Motion to approve Resolution #04-2026-07 approving the Mayor, Mayor Pro-Tem, City Administrator, and Finance clerk as designated official signatures for the City of Rice Checking account and City of Rice Savings Account at Harmony Bank made by Ann Smith and seconded by Mike Butler.
Ayes: Ann Smith, Mike Butler, Sarah Farley, Troy Foreman, Neil Chapman
Nays; None
Motion Passed

d. Deliberate and act on a Resolution of the City Council of the City of Rice, Navarro County, State of Texas authorizing and designating the official signatures of the City of Rice for banking and depository services at Harmony Bank specific to the Police Seizure Account.

   Motion to approve the Resolution # 05-2026-07 approving the Mayor, Mayor Pro-Tem, City Administrator, Finance Clerk as well as Charles Parson whose signature must appear along with one of the others on the Seizure account at Harmony Bank made by Mike Butler, and seconded Sarah Farley.
   Ayes: Mike Butler, Sarah Farley, Ann Smith, Neil Chapman, Troy Foreman
   Nays: None
   Motion Passed.

e. Deliberate and act on a Resolution of the City Council of the City of Rice, Navarro County, State of Texas authorizing and designating the official signatures of the City of Rice for banking and depository services at Harmony Bank specific to the Rice Municipal Court Account(s).

   Motion to approve Resolution # 06-2026-07 approving the Mayor, Mayor Pro-Tem, City Administrator, Finance Clerk as well as Mechelle Haston whose signature must appear along with one of the others on the Municipal Court account at Harmony Bank made by Mike Butler and seconded by Sarah Farley.
   Ayes: Mike Butler, Sarah Farley, Troy Foreman, Ann Smith, Neil Chapman
   Nays: None
   Motion Passed

f. Deliberate and act on a Resolution of the City Council of the City of Rice, Navarro County, State of Texas authorizing and designating the official signatures of the City of Rice for banking and depository services at Harmony Bank specific to the Rice Economic Development Corporation Account(s).

Motion to approve Resolution #07-2026-07 authorizing City Administrator, and the President of EDC as the designated signatures of the Economic Development Checking account at Harmony Bank made by Mike Butler and seconded by Troy Foreman.
Ayes; Mike Butler, Troy Foreman, Neil Chapman, Ann Smith, Sarah Farley
Nays: None
Motion Passed

g. Deliberate and act on Resolution #08-2026-07 of the City Council of the City of Rice, Navarro County, State of Texas authorizing and designating the official signatures of the City of Rice for banking and depository services in the TexPool Investment Pools.

Motin to approve the Resolution authorizing and designating the official signatures of the City of Rice for banking and depository services in the TexPool as, Mayor, Mayor Pro-Tem, City Administrator, and Finance Clerk, made by Mike Butler, and seconded by Ann Smith.
Ayes: Mike Butler, Ann Smith, Troy Foreman, Sarah Farley Neil Chapman
Nay: None
Motion Passed

h. Discuss, consider and possible action regarding the approval of annual contract for employee health insurance benefits with Texas Health Benefits Pool for FY 2027 and authorize City Administrator to enter into contracts with approved providers for the provisions of such.

Motion to approve Option 2 which increases the deductible from $1,000 to $1,500 with a HRA card of $500.00 per employee made by Mike Butler and seconded by Sarah Farley.
Ayes: Mike Butler, Sarah Farley, Troy Foreman, Neil Chapman, Ann Smith
Nays: None
Motion Passed

i. Discuss and possible action to approve additional compensation for employees who assumed extra duties and responsibilities during the absence of a City Administrator.

Motion to approve additional compensation in the amount of $500. per month for six months not to exceed $3000.00 paid as a onetime payment for Police Chief Charles Parson and Finance Clerk Sharon Watkins made by Ann Smith and seconded by Mike Butler.
Ayes: Ann Smith, Mike Butler, Sarah Farley, Troy Foreman, Neil Chapman
Nays: None

Motion Passed

j. Consider and take possible action to declare certain municipal property as surplus and authorize disposal through public auction or other methods in accordance with Texas Local Government Code.

Motion to approve Resolution #09-2026-07 made by Mike Butler and seconded by Troy Foreman.
Ayes; Mike Butler, Troy Foreman, Ann Smith, Sarah Farley, Neil Chapman
Nays; None
Motion Passed

11. Executive Session – In accordance with Texas Local Government Code, Section 551.001, et seq.

Recess into Closed Session: No Closed Session
Reconvene into Open Session

12. Action taken, if any, from Executive Session.

13. Adjournment: Mayor Campbell adjourned the meeting at 6:36 pm

Attested:

____

Tonya Roberts, City Secretary Date

WORKSHOP
OF THE GOVERNING BODY
RICE, TEXAS

Thursday July 23, 2026 6:00 pm
Rice City Hall 305 N. Dallas Street
Rice, TX 75155

MINUTES

1. **Call to Order**

2. **Roll Call**
   a. Mayor Christi Campbell; Present
   b. Councilmember Anna Smith: Present
   c. Councilmember Sarah Farley: Present
   d. Mayor Pro Tem Troy Foreman: Present
   e. Councilmember Mike Butler: Absent
   f. Councilmember Neil Chapman: Absent

3. **Prayer:** By Chief Parson

4. **Pledge of Allegiance**: By All
5. **Texas Pledge of Allegiance**: By All

6. **Public Forum**
   Anyone wishing to speak on an item, whether listed on this agenda, may do so during this time. Please turn in a speaker's card to the City Secretary. Each speaker has three (3) minutes to speak. By law, the Council cannot deliberate or take action on non-agenda items. The Council may listen, ask brief clarifying questions, provide factual responses, or explain existing policy.

   No Public Forum

7. **Workshop Items (Discussion Only)**

a. **FY 2026 – 2027 Revenue Projections:** Review of estimated municipal revenues, including property tax (ad valorem) calculations, sales tax trends, franchise fees, and other revenues.

City Administrator presented the property tax (ad valorem) calculations, sales tax trends, franchise fees, and other revenues. The items were discussed by all Council Members along with department heads from the Police Department, Courts, and Administration.

b. **Departmental Budget Requests:** Initial review of preliminary operational and capital expense requests submitted by City Departments

Council members discussed the budget items requested by all departments.

c. **Priority Goals and Capital Improvements:** Council discussion regarding specific municipal priorities, infrastructure needs, and capital improvement projects for the upcoming fiscal year.

City Administrator presented council with a list of priority goals and capital improvement projects for the upcoming fiscal year.

d. **Future Budget Calendar Dates:** Review of upcoming statutory deadlines and scheduling of additional workshop dates, if necessary, prior to the formal filing of the proposed budget.

City Administrator reviewed the upcoming statutory deadlines and scheduling of additional workshop dates, if necessary, prior to the formal filing of the proposed budget.
Decision to have the Regular City Council Meeting on August 13th, 2026, be where the final changes may be made to the budget to send to City Secretary.

10. Adjournment at 8:15 pm

Attest to:

____

Tonya Roberts, City Secretary Date

SPECIAL CALLED MEETING
AND WORKSHOP
OF THE GOVERNING BODY
RICE, TEXAS
Friday, July 31, 2026 6:00 pm
Rice City Hall 305 N. Dallas Street
Rice, TX 75155

MINUTES

1. **Call to Order**
   Mayor Christi Campbell called the meeting to order at 6pm.
2. **Roll Call**
   a. Mayor Christi Campbell: Present
   b. Councilmember Anna Smith: Present
   c. Councilmember Sarah Farley: Present
   d. Mayor Pro Tem Troy Foreman: Present
   e. Councilmember Mike Butler: Present
   f. Councilmember Neil Chapman: Present arrived at 6:02 PM

3. **Prayer: Mayor Campbell**

4. **Pledge of Allegiance: By All**

5. **Texas Pledge of Allegiance: By All**
   The Pledge of Allegiance to the Texas State Flag

6. **Public Forum**
   Anyone wishing to speak on an item, whether listed on this agenda, may do so during this time. Please turn in a speaker's card to the City Secretary. Each speaker has three (3) minutes to speak. By law, the Council cannot deliberate or take action on non-agenda items. The Council may listen, ask brief clarifying questions, provide factual responses, or explain existing policy.

   No Public forum speakers.

7. **Discuss, consider, and approve a resolution approving the submission of a grant application for the Local Park Grant for the Non-Urban Indoor Grant Program to the Texas Parks and Wildlife Department for the development of Rice Recreation Center, a public recreation center, for recreational uses, and agreeing to provide matching funds.**

8. **Discuss, consider, and approve a resolution designating the City Administrator as the official being responsible for, acting for, and on behalf of the City of Rice in dealing with the Texas Parks and Wildlife Department for the purpose of participating in the Local Park Grant Program.**

Tonya Roberts presented a slideshow on the Non-Urban Grant Program from the Texas Parks and Wildlife Department.
After the presentation, The Meeting was opened to questions from the City council and the Citizens. Citizens asked how it would be accessible at night and in the evening. Council asked about the Match part of the grant.
Motion to Approve items 7 and 8 as written was made by Troy Foreman and seconded By Mike Butler.
Ayes: Troy Foreman, Mike Butler, Ann Smith, Sarah Farley, Neil Chapman.
Nays: None
Motion Passed

Mike Butler and Neil Chapman left the meeting at 6: 15 pm. Following the vote.

WORKSHOP

9. **Workshop Items (Discussion Only)**
   a. **FY 2026 – 2027 Revenue Projections:** Review of estimated municipal revenues, including property tax (ad valorem) calculations, sales tax trends, franchise fees, and other revenues.
   b. **Departmental Budget Requests:** Initial review of preliminary operational and capital expense requests submitted by City Departments
   c. **Priority Goals and Capital Improvements:** Council discussion regarding specific municipal priorities, infrastructure needs, and capital improvement projects for the upcoming fiscal year.
   d. **Future Budget Calendar Dates:** Review of upcoming statutory deadlines and scheduling of additional workshop dates, if necessary, prior to the formal filing of the proposed budget.

Council Members discussed any changes to the budget from discussions in the previous workshop.
Budget will be presented in Regular meeting on August 13, 2026.

10. Adjournment at 6:32 pm

ATTESTED BY

TONYA ROBERTS, CITY SECRETARY

Summary

City of Rice
Bank Reconciliation Report Summary
7/1/2026 to 7/31/2026
FSB Consolidated Cash Checking 999-1000 Consolidated Cash Checking

Statement Beginning Balance		474842.01	Statement Ending Balance			382549.35
Cleared Increases	84	101631.76		Outstanding Increases	232	253911
Cleared Decreases	99	-193924.42		Outstanding Decreases	90	-318969.75
Cleared Balance		382549.35	Adjusted Statement Balance			317490.6
Uncleared Increases	0	0				
Uncleared Decreases	0	0				
Statement Ending Balance		382549.35	GL Ending Balance			317490.6
Remaining To Clear		**0**		**Remaining To Reconcile**		**0**

HARMONY BANK
RICE
100 N. MCKINNEY STREET
RICE TX 75155
Tel: (903) 326-4121

Harmony Bank
Better Happens Together
Lost or Stolen ATM/Debit Card 1.844.202.5555
Telephone Banking 1.877.486.9399
www.Harmony.Bank

Contact Us

Branch Name	RICE
Phone Number	(903) 326-4121
Address	100 N. MCKINNEY STREET RICE TX 75155
Online Access	www.harmony.bank
Telephone Banking	(877) 486-9399

CITY OF RICE
PO BOX 97
RICE TX 75155

Statement Date: **07/31/2026**

Account No.: [redacted] Page: **1**

SMALL BUSINESS CHECKING SUMMARY

Type : **REG Status : Active

Category	Number	Amount
Balance Forward From 06/30/26		474,842.01
Deposits	23	28,604.44+
Debits	39	52,644.18
Automatic Withdrawals	31	134,025.34
Automatic Deposits	61	73,027.32+
Card Activity	29	7,254.90
Ending Balance On 07/31/26		382,549.35
Average Balance (Ledger)	**442,590.18+**	

ALL CREDIT ACTIVITY

Date	Type	Amount	Date	Type	Amount	Date	Type	Amount
07/01/26	Deposit	1,135.00	07/09/26	Deposit	14,265.25	07/22/26	Deposit	887.00
07/06/26	Deposit	650.00	07/13/26	Deposit	720.00	07/27/26	Deposit	52.00
07/06/26	Deposit	720.00	07/13/26	Deposit	1,185.90	07/27/26	Deposit	790.90
07/07/26	Deposit	20.00	07/14/26	Deposit	714.00	07/27/26	Deposit	979.01
07/07/26	Deposit	150.00	07/15/26	Deposit	36.36	07/29/26	Deposit	175.00
07/07/26	Deposit	1,207.90	07/15/26	Deposit	1,589.42	07/29/26	Deposit	311.90
07/08/26	Deposit	116.00	07/20/26	Deposit	753.00	07/30/26	Deposit	703.80
07/09/26	Deposit	1,083.00	07/21/26	Deposit	359.00			

Date	Description	Amount
07/01/26	MERCHANT BANKCD DEPOSIT	25.88
07/01/26	MERCHANT BANKCD DEPOSIT	573.40
07/02/26	BANKCARD MERCH FEES	0.01
07/02/26	BANKCARD DEP MERCH DEP	90.00
07/02/26	MERCHANT BANKCD DEPOSIT	1,189.23
07/03/26	BANKCARD DEP MERCH DEP	30.00
07/03/26	BANKCARD DEP MERCH DEP	45.00
07/03/26	MERCHANT BANKCD DEPOSIT	1,350.38
07/06/26	BANKCARD DEP MERCH DEP	90.00
07/06/26	MERCHANT BANKCD DEPOSIT	197.69
07/06/26	MERCHANT BANKCD DEPOSIT	307.40
07/07/26	MERCHANT BANKCD DEPOSIT	103.50
07/07/26	LINEBARGER GOGGA ACH REMIT	1,237.37
07/07/26	MERCHANT BANKCD DEPOSIT	1,909.59
07/08/26	BANKCARD DEP MERCH DEP	7.00
07/08/26	MERCHANT BANKCD DEPOSIT	465.75

HARMONY BANK
RICE
100 N. MCKINNEY STREET
RICE TX 75155
Tel: (903) 326-4121

Harmony Bank
Better Happens Together

Statement Date: **07/31/2026** Account No.: [redacted] Page: **2**

ALL CREDIT ACTIVITY (cont.)

Date	Description	Amount
07/08/26	MERCHANT BANKCD DEPOSIT	2,005.09
07/09/26	BANKCARD DEP MERCH DEP	45.00
07/09/26	MERCHANT BANKCD DEPOSIT	388.13
07/09/26	MERCHANT BANKCD DEPOSIT	1,571.15
07/10/26	BANKCARD DEP MERCH DEP	45.00
07/10/26	MERCHANT BANKCD DEPOSIT	155.25
07/10/26	THE PAYMENT GROU EDI PYMNTS ISA 00 00 ZZ PAYI ZZ WELLS FARGO 260709 125	1,016.80
07/10/26	MERCHANT BANKCD DEPOSIT	1,585.54
07/10/26	CPA STATE FISCAL INV-PAYMTS ISA 00 0000000000 00 0000000000 ZZ 1746000089 ZZJPMORGANCHASE 260708 211	22,729.41
07/13/26	BANKCARD DEP MERCH DEP	45.00
07/13/26	MERCHANT BANKCD DEPOSIT	139.73
07/13/26	MERCHANT BANKCD DEPOSIT	266.00
07/13/26	MERCHANT BANKCD DEPOSIT	1,691.19
07/13/26	MERCHANT BANKCD DEPOSIT	2,832.39
07/14/26	MERCHANT BANKCD DEPOSIT	493.70
07/14/26	LINEBARGER GOGGA ACH REMIT	2,832.43
07/15/26	MERCHANT BANKCD DEPOSIT	569.25
07/15/26	MERCHANT BANKCD DEPOSIT	1,996.32
07/16/26	BANKCARD DEP MERCH DEP	49.99
07/16/26	MERCHANT BANKCD DEPOSIT	2,943.47
07/17/26	MERCHANT BANKCD DEPOSIT	913.91
07/20/26	MERCHANT BANKCD DEPOSIT	465.76
07/20/26	MERCHANT BANKCD DEPOSIT	902.95
07/20/26	MERCHANT BANKCD DEPOSIT	2,561.63
07/21/26	BANKCARD DEP MERCH DEP	8.00
07/21/26	BANKCARD DEP MERCH DEP	8.00
07/21/26	MERCHANT BANKCD DEPOSIT	158.36
07/21/26	MERCHANT BANKCD DEPOSIT	620.90
07/21/26	LINEBARGER GOGGA ACH REMIT	3,316.76
07/22/26	MERCHANT BANKCD DEPOSIT	155.25
07/22/26	MERCHANT BANKCD DEPOSIT	989.05
07/23/26	MERCHANT BANKCD DEPOSIT	840.32
07/24/26	MERCHANT BANKCD DEPOSIT	1,107.46
07/27/26	BANKCARD DEP MERCH DEP	187.00
07/27/26	MERCHANT BANKCD DEPOSIT	3,085.36
07/28/26	MERCHANT BANKCD DEPOSIT	103.50
07/28/26	MERCHANT BANKCD DEPOSIT	456.44
07/28/26	LINEBARGER GOGGA ACH REMIT	2,237.92
07/29/26	MOVE PAYMENT FOR AMAZON ORDER - PRINTER ORDER # 114-3541204-29630636 FROM MUNICIPAL COURTS TO CITY ACCT2534-INTERNET TRANSFER FROM CHK 7620 TO CHK 2534 4985953	288.90
07/29/26	MERCHANT BANKCD DEPOSIT	569.25
07/30/26	MERCHANT BANKCD DEPOSIT	181.13
07/30/26	MERCHANT BANKCD DEPOSIT	814.56
07/31/26	BANKCARD DEP MERCH DEP	45.00
07/31/26	MERCHANT BANKCD DEPOSIT	155.25
07/31/26	MERCHANT BANKCD DEPOSIT	1,831.62

Harmony Bank
Better Happens Together
Lost or Stolen ATM/Debit Card [illegible]
Telephone Banking [illegible]
www.Harmony.Bank

HARMONY BANK
RICE
100 N. MCKINNEY STREET
RICE TX 75155
Tel: (903) 326-4121

ELECTRONIC DEBITS

Date	Description	Amount
07/01/26	ATMOS ENERGY RCR UTIL PYMT	283.71
07/02/26	4118 VSA PUR TROPHIES UNLIMITED LE 903-872-6292 TX (07/02/26 03:26:57)	110.18
07/02/26	4118 VSA PUR DREAMSINTECHNICOLORFP. WWW.DREAMSINT TX (07/02/26 04:46:47)	600.00
07/02/26	4118 VSA PUR SQ BIG TOP BOUNCIES GOSQ.COM TX (07/02/26 05:38:47)	1,609.43
07/02/26	4118 VSA PUR AMAZON MKTPL 5P1VT6M43 AMZN.COM BILL WA (07/02/26 08:39:05)	93.16
07/02/26	ATMOS ENERGY RCR UTIL PYMT	164.28
07/02/26	ATMOS ENERGY RCR UTIL PYMT	263.75
07/02/26	PREMIER HOLDINGS 8778289280	270.26
07/02/26	TMRS PAYROLL	5,347.75
07/03/26	4118 VSA PUR WAL-MART 0286 ENNIS TX (07/03/26 06:11:01)	931.53
07/03/26	MERCHANT BANKCD DEPOSIT	180.24
07/03/26	MERCHANT BANKCD DEPOSIT	1,232.36
07/03/26	IRS USATAXPYMT	3,931.70
07/03/26	CITY OF RICE PAYROLL	15,092.77
07/06/26	4118 PUR WM SUPERCENTER 286 ENNIS TX (07/03/26 23:29:53)	40.58
07/06/26	4118 PUR FAMILY DOLLAR RICE TX (07/04/26 19:57:09)	32.48
07/06/26	4118 VSA PUR WAL-MART 0286 ENNIS TX (07/04/26 08:02:58)	451.97
07/06/26	4118 VSA PUR AMAZON MKTPL FW5B73363 AMZN.COM BILL WA (07/05/26 22:03:03)	120.94
07/06/26	4118 VSA PUR THE HOME DEPOT 6817 CORSICANA TX (07/06/26 00:14:33)	171.76
07/06/26	WRIGHT EXPRESS FLEET DEBI	2,192.87
07/07/26	4118 VSA PUR HAWAIIAN FALLS - WACO WACO TX (07/06/26 19:58:59)	161.52
07/07/26	4118 VSA PUR AMAZON MKTPL S89722JT3 AMZN.COM BILL WA (07/07/26 02:38:39)	131.56
07/08/26	4118 VSA PUR IN THE NAVCO CHRONICLE 903-9152046 TX (07/07/26 15:14:51)	350.00
07/08/26	4118 VSA PUR IN WYLD SPIRITS YOGA L 214-9036937 TX (07/08/26 03:58:50)	100.00
07/09/26	4118 VSA PUR HAWAIIAN FALLS - MANSF MANSFIELD TX (07/09/26 00:34:56)	161.52
07/09/26	4118 VSA PUR WWWMARCYPROCOM 800-9998899 CA (07/09/26 06:30:58)	66.88
07/09/26	4118 VSA PUR AMAZON MKTPL ZC6OC18Y3 AMZN.COM BILL WA (07/09/26 06:47:05)	144.43
07/09/26	LIBERTY NATIONAL WSOBILLING	152.24
07/09/26	TXWORKFORCECOMM DEBIT	442.36
07/13/26	4118 VSA PUR AMAZON MKTPL 4P6607JS3 AMZN.COM BILL WA (07/10/26 17:17:27)	25.20
07/13/26	HUDSON ENERGY UTILITIES	6,561.79
07/14/26	4118 PUR TRACTOR SUPPLY 189 ENNIS TX (07/14/26 13:25:28)	34.99
07/14/26	CITY OF RICE VENDORDD	76.92
07/14/26	CITY OF RICE VENDORDD	153.84
07/14/26	CITY OF RICE VENDORDD	200.00
07/14/26	EQUIPMENT FINANC PAYMENTS	329.11
07/14/26	CITY OF RICE VENDORDD	2,830.76
07/15/26	TCB LN 5041820	1,440.01
07/17/26	403B SALES TAX FOR JULY 2026-INTERNET TRANSFER FROM CHK 2534 TO CHK 1292 4613056818	3,788.24
07/17/26	4118 VSA PUR AMAZON.COM 3A1NC0RQ3 AMZN.COM BILL WA (07/16/26 17:34:09)	288.90
07/17/26	4118 VSA PUR TEXAS.GOV SERVICEFEE T 877-452-9060 TX (07/17/26 07:06:01)	2.00

Continued

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HARMONY BANK
RICE
100 N. MCKINNEY STREET
RICE TX 75155
Tel: (903) 326-4121

ELECTRONIC DEBITS (cont.)

Date	Description	Amount
07/17/26	4118 VSA PUR NAVARRO VEHREG 903-654-3082 TX (07/17/26 07:06:04)	7.50
07/17/26	4118 VSA PUR USPS PO 4875450155 RICE TX (07/17/26 09:06:13)	246.00
07/17/26	AFLAC COLUMBUS ACHPMT	175.68
07/17/26	EIGHT20 CONSULTI SALE	1,925.00
07/17/26	IRS USATAXPYMT	6,491.56
07/17/26	CITY OF RICE PAYROLL	21,776.55
07/20/26	4118 VSA RECUR ADOBE ADOBE 408-536-6000 CA (07/18/26 21:38:18)	311.63
07/21/26	4118 VSA PUR AMAZON MKTPL XD6837DY3 AMZN.COM BILL WA (07/20/26 16:42:05)	344.96
07/22/26	4118 VSA PUR AMAZON MKTPL BG78D9C03 AMZN.COM BILL WA (07/22/26 08:51:09)	296.98
07/27/26	4118 VSA PUR AMAZON MKTPL R66V66AT3 AMZN.COM BILL WA (07/27/26 07:54:55)	82.67
07/28/26	4118 VSA PUR AMAZON.COM BW4RF5MJ3 AMZN.COM BILL WA (07/27/26 22:39:06)	97.98
07/28/26	STATE COMPTRLR TEXNET	34,309.80
07/29/26	4118 VSA PUR SQ FAIRFIELD SHAVED IC GOSQ.COM TX (07/28/26 21:43:15)	238.15
07/31/26	2025-2026-JUNE 2026- TRANSFER COURT TECHNOLOGY, COURT SECURITY, JURY FUND, TRUANCY FUN, CONSOLIDATEDSECURITY-INTERNET TRANSFER FROM CHK 2534 TO CHK 7620 44563	2,376.64
07/31/26	EQUIPMENT FINANC PAYMENTS	138.00
07/31/26	ATMOS ENERGY RCR UTIL PYMT	240.71
07/31/26	ATMOS ENERGY RCR UTIL PYMT	320.76
07/31/26	IRS USATAXPYMT	4,244.11
07/31/26	CITY OF RICE PAYROLL	17,091.57

CHECKS AND OTHER DEBITS

*** indicates a gap in the check numbers**

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
07/17/26	45166	1,350.00	07/17/26	45210	530.64	07/17/26	45226	197.94
07/02/26	45184*	432.00	07/15/26	45211	2,720.14	07/22/26	45227	300.00
07/09/26	45190*	18.99	07/20/26	45213*	5,376.00	07/27/26	45228	240.00
07/01/26	45196*	3,000.00	07/14/26	45214	65.98	07/30/26	45229	350.00
07/02/26	45198*	135.00	07/14/26	45215	850.03	07/14/26	45230	190.00
07/01/26	45199	61.97	07/20/26	45216	200.00	07/14/26	45231	13,483.59
07/27/26	45200	350.00	07/13/26	45217	615.60	07/29/26	45232	1,559.40
07/06/26	45201	198.00	07/14/26	45218	812.00	07/23/26	45233	800.00
07/01/26	45202	540.00	07/15/26	45219	1,809.50	07/23/26	45234	20.00
07/09/26	45206*	40.00	07/20/26	45221*	350.00	07/27/26	45235	152.52
07/08/26	45207	684.00	07/21/26	45222	396.00	07/22/26	45236	195.00
07/09/26	45208	200.00	07/15/26	45224*	3,349.00	07/21/26	45237	577.88
07/09/26	45209	8,059.08	07/13/26	45225	2,000.00	07/30/26	45239*	433.92

HARMONY BANK
RICE
100 N. MCKINNEY STREET
RICE TX 75155
Tel: (903) 326-4121

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OVERDRAFT FEE SUMMARY

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	$0.00	$0.00
Total Returned Item Fees	$0.00	$0.00

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 06/30/26 was 474,842.01

Date	Balance	Date	Balance	Date	Balance
07/01/26	472,690.61	07/13/26	480,829.08	07/23/26	430,699.58
07/02/26	464,944.04	07/14/26	465,841.99	07/24/26	431,807.04
07/03/26	445,000.82	07/15/26	460,714.69	07/27/26	436,076.12
07/06/26	443,757.31	07/16/26	463,708.15	07/28/26	404,466.20
07/07/26	448,092.59	07/17/26	427,842.05	07/29/26	404,013.70
07/08/26	449,552.43	07/20/26	426,287.76	07/30/26	404,929.27
07/09/26	457,619.46	07/21/26	429,439.94	07/31/26	382,549.35
07/10/26	483,151.46	07/22/26	430,679.26		

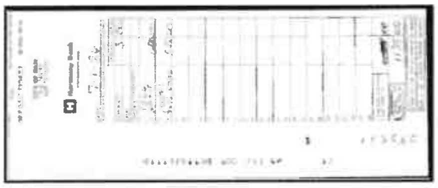
This Statement Cycle Reflects 31 Days

Harmony Bank

CITY OF RICE
Account No. : [redacted]
Stmt. Date : 07/31/2026

Bank : 048
Images : 62
Page : 6

IMAGE STATEMENT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AMT: 650.00 SEQ: 21000200
CK: DT: 07/06/26 ST: Deposit

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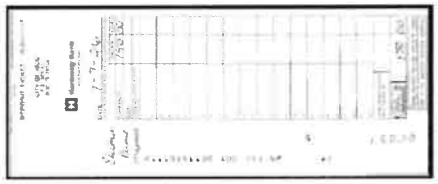
CK: DT: 07/06/26 ST: Deposit

AMT: 20.00 SEQ: 26200390
CK: DT: 07/07/26 ST: Deposit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AMT: 1,207.90 SEQ: 21000120
CK: DT: 07/07/26 ST: Deposit

AMT: 116.00 SEQ: 26100200
CK: DT: 07/08/26 ST: Deposit

AMT: 1,083.00 SEQ: 26800100
CK: DT: 07/09/26 ST: Deposit


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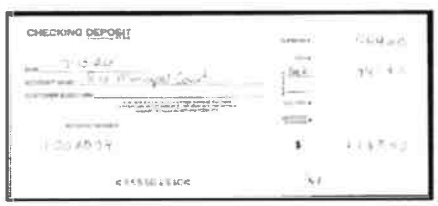
AMT: 720.00 SEQ: 21400220
CK: DT: 07/13/26 ST: Deposit



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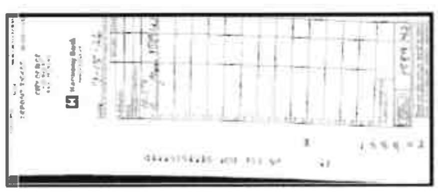
AMT: 714.00 SEQ: 26500160
CK: DT: 07/14/26 ST: Deposit


AMT: 36.36 SEQ: 21400040
CK: DT: 07/15/26 ST: Deposit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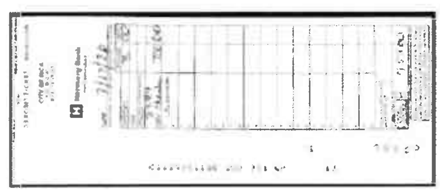
AMT: 753.00 SEQ: 20800020
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AMT: 359.00 SEQ: 26200240
CK: DT: 07/21/26 ST: Deposit

AMT: 887.00 SEQ: 25300230
CK: DT: 07/22/26 ST: Deposit

AMT: 52.00 SEQ: 20400020
CK: DT: 07/27/26 ST: Deposit

Harmony Bank

CITY OF RICE
Account No. : [redacted]
Stmt. Date : 07/31/2026

Bank : 048
Images : 62
Page : 7

IMAGE STATEMENT

AMT: 790.90 SEQ: 27100040
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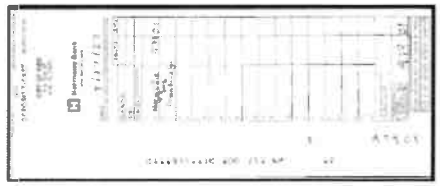

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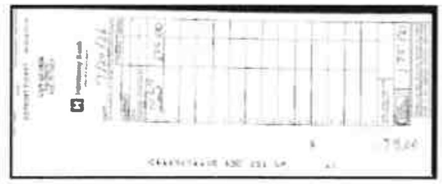

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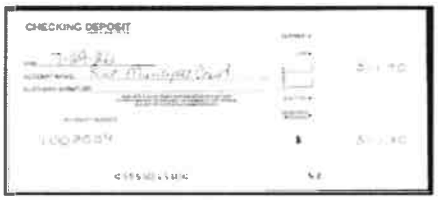

AMT: 311.90 SEQ: 25200160
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AMT: 703.80 SEQ: 26400090
CK: DT: 07/30/26 ST: Deposit

AMT: 1,350.00 SEQ: 80100230
CK: 45166 DT: 07/17/26 ST: Paid

AMT: 432.00 SEQ: 80000670
CK: 45184 DT: 07/02/26 ST: Paid

AMT: 18.99 SEQ: 22300160
CK: 45190 DT: 07/09/26 ST: Paid

AMT: 3,000.00 SEQ: 80102420
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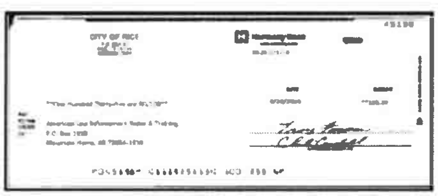

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CK: 45199 DT: 07/01/26 ST: Paid

AMT: 350.00 SEQ: 80102820
CK: 45200 DT: 07/27/26 ST: Paid

AMT: 198.00 SEQ: 80000190
CK: 45201 DT: 07/06/26 ST: Paid

AMT: 540.00 SEQ: 80100950
CK: 45202 DT: 07/01/26 ST: Paid

AMT: 40.00 SEQ: 24400100
CK: 45206 DT: 07/09/26 ST: Paid

AMT: 684.00 SEQ: 80001420
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AMT: 200.00 SEQ: 80101710
CK: 45208 DT: 07/09/26 ST: Paid

AMT: 8,059.08 SEQ: 80400160
CK: 45209 DT: 07/09/26 ST: Paid

IMAGE STATEMENT


AMT: 530.64 SEQ: 80000230
CK: 45210 DT: 07/17/26 ST: Paid


AMT: 2,720.14 SEQ: 80102670
CK: 45211 DT: 07/15/26 ST: Paid


AMT: 5,376.00 SEQ: 80202710
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AMT: 65.98 SEQ: 80202580
CK: 45214 DT: 07/14/26 ST: Paid


AMT: 850.03 SEQ: 25000110
CK: 45215 DT: 07/14/26 ST: Paid


AMT: 200.00 SEQ: 80202760
CK: 45216 DT: 07/20/26 ST: Paid


AMT: 615.60 SEQ: 26800400
CK: 45217 DT: 07/13/26 ST: Paid


AMT: 812.00 SEQ: 80100840
CK: 45218 DT: 07/14/26 ST: Paid


AMT: 1,809.50 SEQ: 80200610
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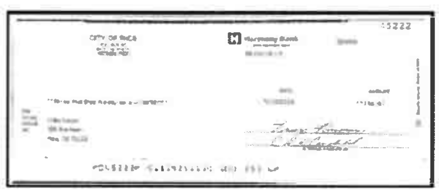
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CK: 45225 DT: 07/13/26 ST: Paid


AMT: 197.94 SEQ: 80000790
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AMT: 300.00 SEQ: 80102110
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AMT: 240.00 SEQ: 80000150
CK: 45228 DT: 07/27/26 ST: Paid


AMT: 350.00 SEQ: 80101000
CK: 45229 DT: 07/30/26 ST: Paid


AMT: 190.00 SEQ: 80202260
CK: 45230 DT: 07/14/26 ST: Paid

Harmony Bank

CITY OF RICE
Account No. : [redacted]
Stmt. Date : 07/31/2026

Bank : 048
Images : 62
Page : 9

IMAGE STATEMENT

AMT: 13,483.59 SEQ: 80300690
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AMT: 1,559.40 SEQ: 80102180
CK: 45232 DT: 07/29/26 ST: Paid

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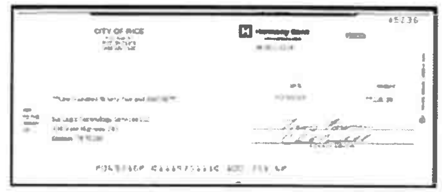

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CK: 45237 DT: 07/21/26 ST: Paid

AMT: 433.92 SEQ: 80002270
CK: 45239 DT: 07/30/26 ST: Paid

City of Rice
Financial Statement
As of July 31, 2026

8/4/2026 11:21 AM

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales & Property Taxes	30,726.08	57,165.92	(26,439.84)	596,989.59	685,991.00	87.03%	89,001.41
Interest Income	1,810.34	375.00	1,435.34	2,169.29	4,500.00	48.21%	2,330.71
Business & Franchise	1,009.37	4,833.33	(3,823.96)	43,386.91	58,000.00	74.81%	14,613.09
Leases & Rents	5,645.42	6,691.67	(1,046.25)	54,259.20	80,300.00	67.57%	26,040.80
Other Revenue Sources	3,840.65	5,773.83	(1,933.18)	44,098.93	61,440.62	71.77%	17,341.69
Licenses & Permits	6,684.00	5,000.00	1,684.00	25,309.99	60,000.00	42.18%	34,690.01
Fines & Fees	28,194.33	32,916.66	(4,722.33)	246,078.41	395,000.00	62.30%	148,921.59
Court Revenues	6,221.50	7,583.33	(1,361.83)	66,769.53	91,000.00	73.37%	24,230.47
Revenue Totals	84,131.69	120,339.74	(36,208.05)	1,079,061.85	1,436,231.62	75.13%	357,169.77
Expense Summary							
Personnel/Payroll	91,651.29	73,313.70	18,337.59	597,037.85	879,764.00	67.86%	282,726.15
Office & Supplies	3,134.11	2,625.01	509.10	19,299.64	31,500.00	61.27%	12,200.36
Operating Expense	15,609.57	12,179.17	3,430.40	99,440.21	146,150.00	68.04%	46,709.79
Insurance Expense	1,846.93	1,783.34	63.59	19,765.78	21,400.00	92.36%	1,634.22
Legal & Professional Fees	11,011.90	9,883.34	1,128.56	98,181.68	118,600.00	82.78%	20,418.32
Community Programs & Donations	211.88	766.67	(554.79)	1,745.22	9,200.00	18.97%	7,454.78
Other Expenses	0.00	4,645.83	(4,645.83)	4,662.00	55,750.00	8.36%	51,088.00
Repairs & Maintenance	4,340.16	6,336.32	(1,996.16)	54,279.34	68,190.62	79.60%	13,911.28
Capital	21,017.03	8,581.42	12,435.61	49,736.67	102,977.00	48.30%	53,240.33
Police Animal Control Expense	0.00	225.00	(225.00)	434.65	2,700.00	16.10%	2,265.35
Expense Totals	148,822.87	120,339.80	28,483.07	944,583.04	1,436,231.62	65.77%	491,648.58

City of Rice
Financial Statement
As of July 31, 2026

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	11,231.49	32,915.92	(21,684.43)	377,810.60	394,991.00	95.65%	17,180.40
100-4014 Vehicle Inventory Tax	0.00	1,083.33	(1,083.33)	0.00	13,000.00	0.00%	13,000.00
100-4020 Ad Valorem Deliquent	553.42	666.67	(113.25)	14,401.48	8,000.00	180.02%	(6,401.48)
100-4130 Sales Tax Revenue	15,152.93	18,750.00	(3,597.07)	163,821.99	225,000.00	72.81%	61,178.01
100-6572 Special General Fund Sales Tax	3,788.24	3,750.00	38.24	40,955.52	45,000.00	91.01%	4,044.48
Sales & Property Taxes Totals	30,726.08	57,165.92	(26,439.84)	596,989.59	685,991.00	87.03%	89,001.41
Interest Income							
100-4012 Ad Valorem Pent and Int	1,810.34	333.33	1,477.01	1,810.34	4,000.00	45.26%	2,189.66
100-4185 Interest Income	0.00	41.67	(41.67)	358.95	500.00	71.79%	141.05
Interest Income Totals	1,810.34	375.00	1,435.34	2,169.29	4,500.00	48.21%	2,330.71
Business & Franchise							
100-4140 Franchise Fee	1,009.37	4,833.33	(3,823.96)	43,386.91	58,000.00	74.81%	14,613.09
Business & Franchise Totals	1,009.37	4,833.33	(3,823.96)	43,386.91	58,000.00	74.81%	14,613.09
Leases & Rents							
100-4143 Communications Tower Rental	450.00	400.00	50.00	4,500.00	4,800.00	93.75%	300.00
100-4144 Office Lease - City Hall Annex	3,606.00	5,000.00	(1,394.00)	36,150.00	60,000.00	60.25%	23,850.00
100-4144 Office Lease - 20th Century Club	1,589.42	1,291.67	297.75	13,609.20	15,500.00	87.80%	1,890.80
Leases & Rents Totals	5,645.42	6,691.67	(1,046.25)	54,259.20	80,300.00	67.57%	26,040.80
Other Revenue Sources							
100-4190 Other Income	6.00	2,378.00	(2,372.00)	21,112.90	20,690.62	102.04%	(422.28)
100-4391 Prompt Pay State Fee Discount	3,009.65	2,083.33	926.32	13,205.94	25,000.00	52.82%	11,794.06
100-4902 Park Revenue	30.00	416.67	(386.67)	6,023.10	5,000.00	120.46%	(1,023.10)
100-4912 Recreation Center Rents & Fees	575.00	833.33	(258.33)	2,266.99	10,000.00	22.67%	7,733.01

City of Rice
Financial Statement
As of July 31, 2026

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Other Revenue Sources							
100-5190 Impound Fees	220.00	62.50	157.50	1,490.00	750.00	198.67%	(740.00)
Other Revenue Sources Totals	3,840.65	5,773.83	(1,933.18)	44,098.93	61,440.62	71.77%	17,341.69
Licenses & Permits							
100-4200 Permits and Licencing	5,634.00	2,500.00	3,134.00	16,654.18	30,000.00	55.51%	13,345.82
100-4202 Inspections	1,050.00	2,500.00	(1,450.00)	8,655.81	30,000.00	28.85%	21,344.19
Licenses & Permits Totals	6,684.00	5,000.00	1,684.00	25,309.99	60,000.00	42.18%	34,690.01
Fines & Fees							
100-4343 Special Expense Fee	4,941.42	5,833.33	(891.91)	46,672.30	70,000.00	66.67%	23,327.70
100-4353 6701d fines	20,446.44	25,000.00	(4,553.56)	171,973.96	300,000.00	57.32%	128,026.04
100-4363 Other Fines	2,806.47	2,083.33	723.14	27,432.15	25,000.00	109.73%	(2,432.15)
Fines & Fees Totals	28,194.33	32,916.66	(4,722.33)	246,078.41	395,000.00	62.30%	148,921.59
Court Revenues							
100-4373 Court Fees	2,582.84	3,333.33	(750.49)	22,227.63	40,000.00	55.57%	17,772.37
100-4383 Warrant Fees	2,319.02	2,333.33	(14.31)	25,166.06	28,000.00	89.88%	2,833.94
100-4385 Court Collections Revenue	1,319.64	1,916.67	(597.03)	19,375.84	23,000.00	84.24%	3,624.16
Court Revenues Totals	6,221.50	7,583.33	(1,361.83)	66,769.53	91,000.00	73.37%	24,230.47
Revenue Totals	84,131.69	120,339.74	(36,208.05)	1,079,061.85	1,436,231.62	75.13%	357,169.77

City of Rice
Financial Statement
As of July 31, 2026

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	166.67	(166.67)	193.41	2,000.00	9.67%	1,806.59
Insurance Expense	360.57	250.00	110.57	3,204.54	3,000.00	106.82%	(204.54)
Legal & Professional Fees	3,775.00	3,416.67	358.33	39,002.42	41,000.00	95.13%	1,997.58
Office & Supplies	475.84	233.33	242.51	1,096.02	2,800.00	39.14%	1,703.98
Operating Expense	5,906.24	4,658.33	1,247.91	24,840.73	55,900.00	44.44%	31,059.27
Other Expenses	0.00	3,750.00	(3,750.00)	0.00	45,000.00	0.00%	45,000.00
Personnel/Payroll	18,326.82	13,237.33	5,089.49	100,956.49	158,848.00	63.56%	57,891.51
General Administration Totals	28,844.47	25,712.33	3,132.14	169,293.61	308,548.00	54.87%	139,254.39

100 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Insurance Expense	57.95	16.67	41.28	559.16	200.00	279.58%	(359.16)
Legal & Professional Fees	2,975.38	2,666.67	308.71	27,920.21	32,000.00	87.25%	4,079.79
Office & Supplies	246.00	429.17	(183.17)	3,699.43	5,150.00	71.83%	1,450.57
Operating Expense	0.00	60.00	(60.00)	201.99	720.00	28.05%	518.01
Personnel/Payroll	15,497.25	11,613.59	3,883.66	117,943.72	139,363.00	84.63%	21,419.28
Municipal Court Totals	18,776.58	14,786.10	3,990.48	150,324.51	177,433.00	84.72%	27,108.49

100 - General Fund Municipal Buildings	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Insurance Expense	282.55	366.67	(84.12)	3,817.70	4,400.00	86.77%	582.30
Legal & Professional Fees	250.00	291.67	(41.67)	2,380.00	3,500.00	68.00%	1,120.00
Office & Supplies	152.52	83.33	69.19	252.88	1,000.00	25.29%	747.12
Operating Expense	4,884.18	3,806.67	1,077.51	42,545.21	45,680.00	93.14%	3,134.79
Repairs & Maintenance	3,684.58	1,125.00	2,559.58	10,873.00	13,500.00	80.54%	2,627.00

Municipal Buildings Totals	9,253.83	5,673.34	3,580.49	59,868.79	68,080.00	87.94%	8,211.21

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	0.00	0.00	50.00	0.00	0.00%	(50.00)
Operating Expense	1,612.25	1,050.01	562.24	8,567.19	12,600.00	67.99%	4,032.81
Repairs & Maintenance	0.00	250.00	(250.00)	1,126.19	3,000.00	37.54%	1,873.81
City Hall Annex Totals	1,612.25	1,300.01	312.24	9,743.38	15,600.00	62.46%	5,856.62

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	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Community Programs & Donations	211.88	558.33	(346.45)	1,271.81	6,700.00	18.98%	5,428.19
Insurance Expense	134.65	83.33	51.32	1,462.58	1,000.00	146.26%	(462.58)
Legal & Professional Fees	0.00	50.00	(50.00)	150.00	600.00	25.00%	450.00
Office & Supplies	66.88	108.34	(41.46)	146.83	1,300.00	11.29%	1,153.17
Operating Expense	2,363.90	1,187.50	1,176.40	13,213.15	14,250.00	92.72%	1,036.85
Other Expenses	0.00	833.33	(833.33)	4,662.00	10,000.00	46.62%	5,338.00
Personnel/Payroll	1,684.40	1,616.26	68.14	12,958.64	19,395.00	66.81%	6,436.36
Repairs & Maintenance	0.00	333.32	(333.32)	6,507.91	4,000.00	162.70%	(2,507.91)
Parks and Recreation Totals	4,461.71	5,187.08	(725.37)	40,372.92	62,245.00	64.86%	21,872.08

100 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital	6,816.01	1,250.00	5,566.01	19,776.10	15,000.00	131.84%	(4,776.10)
Community Programs & Donations	0.00	41.67	(41.67)	280.00	500.00	56.00%	220.00
Insurance Expense	889.40	1,000.00	(110.60)	9,322.66	12,000.00	77.69%	2,677.34

Legal & Professional Fees	750.00	833.33	(83.33)	8,000.00	10,000.00	80.00%	2,000.00
Office & Supplies	1,776.00	1,416.68	359.32	11,052.63	17,000.00	65.02%	5,947.37
Operating Expense	493.00	1,158.33	(665.33)	8,171.94	13,900.00	58.79%	5,728.06
Other Expenses	0.00	62.50	(62.50)	0.00	750.00	0.00%	750.00
Personnel/Payroll	45,973.86	37,733.27	8,240.59	296,247.89	452,799.00	65.43%	156,551.11
Police Animal Control Expense	0.00	225.00	(225.00)	434.65	2,700.00	16.10%	2,265.35
Repairs & Maintenance	20.00	3,211.34	(3,191.34)	26,629.88	30,690.62	86.77%	4,060.74
Police Totals	56,718.27	46,932.12	9,786.15	379,915.75	555,339.62	68.41%	175,423.87

100 - General Fund Street	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital	14,201.02	6,914.75	7,286.27	29,960.57	82,977.00	36.11%	53,016.43
Insurance Expense	121.81	66.67	55.14	1,399.14	800.00	174.89%	(599.14)
Office & Supplies	416.87	333.33	83.54	2,947.05	4,000.00	73.68%	1,052.95
Operating Expense	0.00	0.00	0.00	150.00	0.00	0.00%	(150.00)
Personnel/Payroll	10,168.96	8,996.59	1,172.37	68,931.11	107,959.00	63.85%	39,027.89
Repairs & Maintenance	635.58	1,416.66	(781.08)	9,142.36	17,000.00	53.78%	7,857.64
Street Totals	25,544.24	17,728.00	7,816.24	112,530.23	212,736.00	52.90%	100,205.77

100 - General Fund Community Support	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Operating Expense	0.00	0.00	0.00	100.00	0.00	0.00%	(100.00)
Community Support Totals	0.00	0.00	0.00	100.00	0.00	0.00%	(100.00)

100 - General Fund Planning & Zoning	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Legal & Professional Fees	3,261.52	2,625.00	636.52	20,679.05	31,500.00	65.65%	10,820.95

Office & Supplies	0.00	20.83	(20.83)	104.80	250.00	41.92%	145.20
Operating Expense	350.00	258.33	91.67	1,650.00	3,100.00	53.23%	1,450.00
Personnel/Payroll	0.00	116.66	(116.66)	0.00	1,400.00	0.00%	1,400.00
Planning & Zoning Totals	3,611.52	3,020.82	590.70	22,433.85	36,250.00	61.89%	13,816.15
Expense Total	148,822.87	120,339.80	28,483.07	944,583.04	1,436,231.62	65.77%	491,648.58

City of Rice
Financial Statement
As of July 31, 2026

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	6,923.08	4,933.33	1,989.75	32,984.72	59,200.00	55.72%	26,215.28
100-10-5106 Clerical Wages	3,000.00	1,299.75	1,700.25	11,497.31	15,597.00	73.71%	4,099.69
100-10-5108 Professional Salary	4,379.50	3,156.50	1,223.00	32,030.88	37,878.00	84.56%	5,847.12
100-10-5110 SS and Medicare	655.15	625.00	30.15	3,920.23	7,500.00	52.27%	3,579.77
100-10-5112 Unemployment - TWC	144.36	41.67	102.69	318.36	500.00	63.67%	181.64
100-10-5113 Retirement - TMRS	1,180.18	687.08	493.10	5,736.09	8,245.00	69.57%	2,508.91
100-10-5114 Worker Comp	187.10	250.00	(62.90)	1,984.72	3,000.00	66.16%	1,015.28
100-10-5115 Health Insurance	1,802.20	1,838.33	(36.13)	10,878.75	22,060.00	49.31%	11,181.25
100-10-5116 Longevity	0.00	44.00	(44.00)	528.00	528.00	100.00%	0.00
100-10-5117 Life Insurance	30.25	11.67	18.58	380.95	140.00	272.11%	(240.95)
100-10-5125 Certification pay	25.00	0.00	25.00	25.00	0.00	0.00%	(25.00)
100-10-5201 Office Supplies	233.43	83.33	150.10	399.58	1,000.00	39.96%	600.42
100-10-5202 Printing Supplies	242.41	83.33	159.08	592.46	1,000.00	59.25%	407.54
100-10-5203 Postage	0.00	66.67	(66.67)	103.98	800.00	13.00%	696.02
100-10-5204 Office Equipment	218.00	125.00	93.00	425.31	1,500.00	28.35%	1,074.69
100-10-5205 Office Equipment Lease	329.11	416.67	(87.56)	3,629.88	5,000.00	72.60%	1,370.12
100-10-5206 Training Expense	0.00	333.33	(333.33)	671.48	4,000.00	16.79%	3,328.52
100-10-5207 Dues and Subscriptions	3,897.63	1,350.00	2,547.63	11,050.86	16,200.00	68.22%	5,149.14
100-10-5215 Property and Liability	360.57	250.00	110.57	3,204.54	3,000.00	106.82%	(204.54)
100-10-5219 Professional Services	2,425.00	500.00	1,925.00	6,541.18	6,000.00	109.02%	(541.18)
100-10-5220 Election Expense	0.00	145.83	(145.83)	0.00	1,750.00	0.00%	1,750.00
100-10-5222 Navarro Appraisal District	0.00	675.00	(675.00)	5,796.78	8,100.00	71.57%	2,303.22
100-10-5223 Audit Expense	0.00	2,500.00	(2,500.00)	28,000.00	30,000.00	93.33%	2,000.00
100-10-5224 Legal Fees	1,350.00	416.67	933.33	4,461.24	5,000.00	89.22%	538.76
100-10-5227 Advertising	0.00	195.83	(195.83)	(400.00)	2,350.00	(17.02%)	2,750.00
100-10-5229 Public and Employee	0.00	166.67	(166.67)	193.41	2,000.00	9.67%	1,806.59

City of Rice
Financial Statement
As of July 31, 2026

100 - General Fund **General Administration**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-10-5423 Vehicle allowance	250.00	0.00	250.00	250.00	0.00	0.00%	(250.00)
100-10-5452 Hardware/Software	1,211.50	1,750.00	(538.50)	4,087.90	21,000.00	19.47%	16,912.10
100-10-5500 Uniform Expense	0.00	16.67	(16.67)	0.00	200.00	0.00%	200.00
100-10-6573 Special General Fund Sales	0.00	3,750.00	(3,750.00)	0.00	45,000.00	0.00%	45,000.00
General Administration Totals	28,844.47	25,712.33	3,132.14	169,293.61	308,548.00	54.87%	139,254.39

City of Rice
Financial Statement
As of July 31, 2026

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	6,427.26	4,641.92	1,785.34	47,089.62	55,703.00	84.54%	8,613.38
100-20-5106 Clerical Wages	3,848.77	2,788.58	1,060.19	28,224.76	33,463.00	84.35%	5,238.24
100-20-5108 Professional Salary	1,600.00	800.00	800.00	8,000.00	9,600.00	83.33%	1,600.00
100-20-5110 SS and Medicare	782.39	541.67	240.72	5,803.28	6,500.00	89.28%	696.72
100-20-5112 Unemployment - TWC	0.00	20.83	(20.83)	124.84	250.00	49.94%	125.16
100-20-5113 Retirement - TMRS	759.99	543.92	216.07	5,645.83	6,527.00	86.50%	881.17
100-20-5114 Worker Comp	124.76	166.67	(41.91)	1,331.99	2,000.00	66.60%	668.01
100-20-5115 Health Insurance	1,880.68	1,838.33	42.35	18,806.80	22,060.00	85.25%	3,253.20
100-20-5116 Longevity	0.00	85.00	(85.00)	1,032.00	1,020.00	101.18%	(12.00)
100-20-5117 Life Insurance	23.40	11.67	11.73	234.00	140.00	167.14%	(94.00)
100-20-5125 Certification pay	50.00	50.00	0.00	500.00	600.00	83.33%	100.00
100-20-5201 Office Supplies	0.00	62.50	(62.50)	637.77	750.00	85.04%	112.23
100-20-5202 Printing Supplies	0.00	125.00	(125.00)	780.05	1,500.00	52.00%	719.95
100-20-5203 Postage	246.00	241.67	4.33	2,281.61	2,900.00	78.68%	618.39
100-20-5204 Office Equipment	0.00	50.00	(50.00)	71.99	600.00	12.00%	528.01
100-20-5205 Office Equipment Lease	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-20-5206 Training Expense	0.00	125.00	(125.00)	1,150.60	1,500.00	76.71%	349.40
100-20-5207 Dues and Subscriptions	0.00	10.00	(10.00)	130.00	120.00	108.33%	(10.00)
100-20-5209 Collection Expense	1,559.40	1,250.00	309.40	20,278.89	15,000.00	135.19%	(5,278.89)
100-20-5215 Property and Liability	57.95	16.67	41.28	559.16	200.00	279.58%	(359.16)
100-20-5219 Professional Services	65.98	1,416.67	(1,350.69)	6,291.32	17,000.00	37.01%	10,708.68
100-20-5224 Legal Fees	1,350.00	0.00	1,350.00	1,350.00	0.00	0.00%	(1,350.00)
Municipal Court Totals	18,776.58	14,786.10	3,990.48	150,324.51	177,433.00	84.72%	27,108.49

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	270.26	291.67	(21.41)	2,903.87	3,500.00	82.97%	596.13
100-30-5211 Electric Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-30-5211 Electric Service - buildings,	3,349.75	2,556.67	793.08	28,443.02	30,680.00	92.71%	2,236.98
100-30-5212 Gas Service	504.46	500.00	4.46	5,154.07	6,000.00	85.90%	845.93
100-30-5212 Gas Service -205 E Calhoun	320.76	0.00	320.76	604.47	0.00	0.00%	(604.47)
100-30-5213 Water Service	438.95	458.33	(19.38)	5,439.78	5,500.00	98.91%	60.22
100-30-5215 Property and Liability	282.55	366.67	(84.12)	3,817.70	4,400.00	86.77%	582.30
100-30-5219 Professional Services	250.00	291.67	(41.67)	2,380.00	3,500.00	68.00%	1,120.00
100-30-5230 Building Repairs	0.00	0.00	0.00	1,625.00	0.00	0.00%	(1,625.00)
100-30-5230 Building Repairs	3,551.50	833.33	2,718.17	7,746.40	10,000.00	77.46%	2,253.60
100-30-5405 Maintenance Supplies	133.08	250.00	(116.92)	1,501.60	3,000.00	50.05%	1,498.40
100-30-5420 Cleaning and Janitoral	152.52	83.33	69.19	252.88	1,000.00	25.29%	747.12
100-30-5450 Tools / Equipment	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
Municipal Buildings Totals	9,253.83	5,673.34	3,580.49	59,868.79	68,080.00	87.94%	8,211.21

City of Rice
Financial Statement
As of July 31, 2026

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 - 205 E	395.99	291.67	104.32	2,282.93	3,500.00	65.23%	1,217.07
100-32-5211 Electric Service - Annex	762.26	366.67	395.59	3,733.80	4,400.00	84.86%	666.20
100-32-5212 Gas Service - Annex Offices	164.28	100.00	64.28	1,328.41	1,200.00	110.70%	(128.41)
100-32-5212 Gas Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-32-5213 Water Service - 205 E.	289.72	291.67	(1.95)	1,222.05	3,500.00	34.92%	2,277.95
100-32-5219 Professional Services -	0.00	0.00	0.00	50.00	0.00	0.00%	(50.00)
100-32-5230 Building Repairs - Annex	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-32-5230 Building Repairs - 20th	0.00	250.00	(250.00)	1,126.19	3,000.00	37.54%	1,873.81
City Hall Annex Totals	1,612.25	1,300.01	312.24	9,743.38	15,600.00	62.46%	5,856.62

City of Rice
Financial Statement
As of July 31, 2026

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	0.00	0.00	0.00%	0.00
100-40-5107 Operation Wages	1,057.50	1,071.17	(13.67)	9,575.62	12,854.00	74.50%	3,278.38
100-40-5110 SS and Medicare	564.53	291.67	272.86	2,703.22	3,500.00	77.23%	796.78
100-40-5112 Unemployment - TWC	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
100-40-5113 Retirement - TMRS	0.00	78.42	(78.42)	0.00	941.00	0.00%	941.00
100-40-5114 Worker Comp	62.37	166.67	(104.30)	679.80	2,000.00	33.99%	1,320.20
100-40-5211 Electric Service	2,242.54	666.67	1,575.87	8,617.56	8,000.00	107.72%	(617.56)
100-40-5213 Water Service	121.36	125.00	(3.64)	918.62	1,500.00	61.24%	581.38
100-40-5215 Property and Liability	134.65	83.33	51.32	1,462.58	1,000.00	146.26%	(462.58)
100-40-5219 Professional Services	0.00	50.00	(50.00)	150.00	600.00	25.00%	450.00
100-40-5227 Advertising	0.00	62.50	(62.50)	83.97	750.00	11.20%	666.03
100-40-5229 Public and Employee	211.88	558.33	(346.45)	1,271.81	6,700.00	18.98%	5,428.19
100-40-5230 Building Repairs	0.00	83.33	(83.33)	268.66	1,000.00	26.87%	731.34
100-40-5400 Gravel and Asphalt	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
100-40-5402 Recreational Supplies	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-40-5405 Maintenance Supplies	0.00	83.33	(83.33)	439.66	1,000.00	43.97%	560.34
100-40-5407 General Safety Supplies	66.88	25.00	41.88	146.83	300.00	48.94%	153.17
100-40-5420 Cleaning and Janitoral	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-40-5452 Hardware/Software	0.00	333.33	(333.33)	3,593.00	4,000.00	89.83%	407.00
100-40-5502 Building and Grounds -	0.00	83.33	(83.33)	18.99	1,000.00	1.90%	981.01
100-40-5508 Ball Field - Maintenance	0.00	0.00	0.00	5,780.60	0.00	0.00%	(5,780.60)
100-40-5610 Outside Contracts	0.00	833.33	(833.33)	4,662.00	10,000.00	46.62%	5,338.00
100-40-6008 Playground Equipment	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
Parks and Recreation Totals	4,461.71	5,187.08	(725.37)	40,372.92	62,245.00	64.86%	21,872.08

City of Rice
Financial Statement
As of July 31, 2026

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	11,454.70	6,481.00	4,973.70	63,392.60	73,272.00	86.52%	9,879.40
100-50-5106 Clerical Wages	213.40	3,969.00	(3,755.60)	7,631.29	44,378.00	17.20%	36,746.71
100-50-5107 Operation Wages	22,794.28	16,362.17	6,432.11	144,230.32	204,096.00	70.67%	59,865.68
100-50-5110 SS and Medicare	2,638.86	1,916.67	722.19	16,634.85	23,000.00	72.33%	6,365.15
100-50-5112 Unemployment - TWC	4.05	62.50	(58.45)	240.19	750.00	32.03%	509.81
100-50-5113 Retirement - TMRS	2,526.27	1,948.42	577.85	15,743.26	23,381.00	67.33%	7,637.74
100-50-5114 Worker Comp	374.22	416.67	(42.45)	4,480.77	5,000.00	89.62%	519.23
100-50-5115 Health Insurance	4,769.16	5,515.00	(745.84)	36,665.60	66,180.00	55.40%	29,514.40
100-50-5116 Longevity	0.00	193.50	(193.50)	2,316.00	2,322.00	99.74%	6.00
100-50-5117 Life Insurance	71.00	35.00	36.00	448.00	420.00	106.67%	(28.00)
100-50-5125 Certification pay	75.00	150.00	(75.00)	850.00	1,800.00	47.22%	950.00
100-50-5201 Office Supplies	0.00	41.67	(41.67)	252.00	500.00	50.40%	248.00
100-50-5202 Printing Supplies	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-50-5203 Postage	0.00	41.67	(41.67)	88.90	500.00	17.78%	411.10
100-50-5205 Office Equipment Lease	138.00	125.00	13.00	1,254.97	1,500.00	83.66%	245.03
100-50-5206 Training Expense	433.92	83.33	350.59	473.92	1,000.00	47.39%	526.08
100-50-5210 Telephone	0.00	200.00	(200.00)	1,584.00	2,400.00	66.00%	816.00
100-50-5215 Property and Liability	889.40	1,000.00	(110.60)	9,322.66	12,000.00	77.69%	2,677.34
100-50-5219 Professional Services	750.00	833.33	(83.33)	8,000.00	10,000.00	80.00%	2,000.00
100-50-5229 Public and Employee	0.00	41.67	(41.67)	280.00	500.00	56.00%	220.00
100-50-5230 Building Repairs	0.00	250.00	(250.00)	3,000.00	3,000.00	100.00%	0.00
100-50-5231 Laboratory Supplies	0.00	41.67	(41.67)	297.25	500.00	59.45%	202.75
100-50-5408 Protective Clothing	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
100-50-5409 Ammunition Expense	619.00	100.00	519.00	619.00	1,200.00	51.58%	581.00
100-50-5411 Protective Equipment	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
100-50-5415 Fuel	1,776.00	1,250.00	526.00	10,414.48	15,000.00	69.43%	4,585.52

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	20.00	416.67	(396.67)	2,533.73	5,000.00	50.67%	2,466.27
100-50-5425 Automobile Repair Expense	0.00	2,378.00	(2,378.00)	18,986.00	20,690.62	91.76%	1,704.62
100-50-5450 Tools / Equipment	0.00	166.67	(166.67)	2,110.15	2,000.00	105.51%	(110.15)
100-50-5452 Hardware/Software	355.00	833.33	(478.33)	5,332.97	10,000.00	53.33%	4,667.03
100-50-5500 Uniform Expense	0.00	166.67	(166.67)	2,522.09	2,000.00	126.10%	(522.09)
100-50-5550 Animal Control - Food	0.00	16.67	(16.67)	274.65	200.00	137.33%	(74.65)
100-50-5551 Animal Control - Cages	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
100-50-5552 Animal Control - Pound Fees	0.00	83.33	(83.33)	160.00	1,000.00	16.00%	840.00
100-50-5553 Animal Control -	0.00	62.50	(62.50)	0.00	750.00	0.00%	750.00
100-50-6003 C. O. - Vehicles	6,816.01	1,250.00	5,566.01	19,776.10	15,000.00	131.84%	(4,776.10)
Police Totals	56,718.27	46,932.12	9,786.15	379,915.75	555,339.62	68.41%	175,423.87

100 - General Fund Street	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-60-5106 Clerical Wages	3,603.75	2,678.00	925.75	25,279.23	32,136.00	78.66%	6,856.77
100-60-5107 Operation Wages	4,216.00	3,064.50	1,151.50	26,248.71	36,774.00	71.38%	10,525.29
100-60-5109 Contract Labor	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
100-60-5110 SS and Medicare	593.54	500.00	93.54	3,933.88	6,000.00	65.56%	2,066.12
100-60-5112 Unemployment - TWC	57.00	41.67	15.33	377.44	500.00	75.49%	122.56
100-60-5113 Retirement - TMRS	575.55	420.42	155.13	3,790.03	5,045.00	75.12%	1,254.97
100-60-5114 Worker Comp	124.76	225.00	(100.24)	1,443.66	2,700.00	53.47%	1,256.34
100-60-5115 Health Insurance	956.36	1,838.33	(881.97)	7,367.96	22,060.00	33.40%	14,692.04
100-60-5116 Longevity	0.00	4.50	(4.50)	60.00	54.00	111.11%	(6.00)
100-60-5117 Life Insurance	42.00	11.67	30.33	335.20	140.00	239.43%	(195.20)
100-60-5125 Certification pay	0.00	25.00	(25.00)	0.00	300.00	0.00%	300.00
100-60-5206 Training Expense	0.00	62.50	(62.50)	95.00	750.00	12.67%	655.00
100-60-5215 Property and Liability	121.81	66.67	55.14	1,399.14	800.00	174.89%	(599.14)
100-60-5227 Advertising	0.00	0.00	0.00	150.00	0.00	0.00%	(150.00)
100-60-5400 Gravel and Asphalt	0.00	833.33	(833.33)	3,540.02	10,000.00	35.40%	6,459.98
100-60-5403 Street Sign Maintenance	0.00	125.00	(125.00)	1,227.36	1,500.00	81.82%	272.64
100-60-5405 Maintenance Supplies	0.00	41.67	(41.67)	311.64	500.00	62.33%	188.36
100-60-5415 Fuel	416.87	333.33	83.54	2,947.05	4,000.00	73.68%	1,052.95
100-60-5424 Vehicle Maintenance	9.50	83.33	(73.83)	204.99	1,000.00	20.50%	795.01
100-60-5425 Automobile Repair Expense	0.00	83.33	(83.33)	133.95	1,000.00	13.40%	866.05
100-60-5427 Equipment Repairs	591.09	166.67	424.42	2,937.20	2,000.00	146.86%	(937.20)
100-60-5450 Tools / Equipment	34.99	83.33	(48.34)	787.20	1,000.00	78.72%	212.80
100-60-5500 Uniform Expense	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
100-60-6003 C. O. - Vehicles	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
100-60-6004 C. O. - Equipment	13,470.38	3,916.67	9,553.71	15,388.37	17,000.00	90.52%	1,611.63
100-60-6006 C.O. - Street Improvements	730.64	2,998.08	(2,267.44)	14,572.20	65,977.00	22.09%	51,404.80

City of Rice
Financial Statement
As of July 31, 2026

100 - General Fund Street	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Street Totals	25,544.24	17,728.00	7,816.24	112,530.23	212,736.00	52.90%	100,205.77

City of Rice
Financial Statement
As of July 31, 2026

100 - General Fund **Community Support**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-70-5227 Advertising	0.00	0.00	0.00	100.00	0.00	0.00%	(100.00)
Community Support Totals	0.00	0.00	0.00	100.00	0.00	0.00%	(100.00)

City of Rice
Financial Statement
As of July 31, 2026

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	20.83	(20.83)	104.80	250.00	41.92%	145.20
100-72-5206 Training Expense	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
100-72-5207 Dues and Subscriptions	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
100-72-5219 Professional Services	3,261.52	2,500.00	761.52	20,679.05	30,000.00	68.93%	9,320.95
100-72-5224 Legal Fees	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
100-72-5227 Advertising	350.00	50.00	300.00	1,650.00	600.00	275.00%	(1,050.00)
100-72-5452 Hardware/Software	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
100-72-5500 Uniform Expense	0.00	33.33	(33.33)	0.00	400.00	0.00%	400.00
Planning & Zoning Totals	3,611.52	3,020.82	590.70	22,433.85	36,250.00	61.89%	13,816.15
Expense Totals	148,822.87	120,339.80	28,483.07	944,583.04	1,436,231.62	65.77%	491,648.58

POLICE REPORT

FOR

RPD

July 2026

ARRESTS
11

CHARGES / CASES

Possession of Marijuana	01
Possession of a Controlled Substance	02
Racing	02
Evading Arrest with Vehicle	01
DWI with Open Container	01
Reckless Driving	01
Unlawfully Carrying a Weapon	02
Aggravated Assault With Deadly Weapon	01
Warrant	02
Total	**13**

CRASHES
2 CMVA
3 MVA

Calls For Service:	**56**
Traffic Stops	**177**
Violations	**275**
Impounded Vehicles	**30**
Complaint (Unfounded)	**02**
CPS Reports	**02**

Updates Regarding PD

- **NIBRS Report was submitted to DPS.**
- **Delivered Meals on Wheels.**
- **CJIS Audit is ongoing.**
- **Officer Worthy attended and completed the Public Information Officer Class as required by State law.**

Patrol Vehicle Fleet status

- **Unit 107: Ready to respond.**
- **Unit 108: Ready to respond.**
- **Unit 109: Ready to respond.**

AUDIT CONDUCTED BY: Chief Charles Parson 08-04-2026

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.*

	177 Stops	275 Violations
	177 Stops	275 Violations
Speeding		52
Expired Registration		51
Drive While License Invalid		7
Fail To Maintain Financial Responsibility		22
Failed To Dim Headlights - Following		2
Failed To Signal Distance Before Turn		2
Failed To Signal Lane Change		8
Illegal Window Tint		18
Missing License Plate		21
No Drivers License		15
No License Plate Light		3
No Motorcycle Endorsement		1
No Seat Belt - Driver		2
Operate ATV on Public Street/Road/Highway		2
Permit Unlic Oper To Drive/Non -Guardian		2
Possession of Drug Paraphernalia		8
Unrestrained Child-Safety Seat Violation		5
Changed Lane When Unsafe		6
Expired Drivers License		1
Failed To Signal Turn		1
FTYROW To Emergency Vehicle		2
Child (4-14) Not Secured By Seat Belt		3
Defective Head Lamps		1
Defective Stop Lamps		3
Defective Tail Lamps		2
Display Unclean License Plates		3
Drove Without Lights When Required		2
Fail To Display Drivers License		2
Fail To Report Change Of Address Or Name		3

OffenseStopCount

Failed To Drive In Single Lane	3
Failed To Yield Right Of Way	1
Following Too Closely	9
No Seat Belt - Passenger	1
Operate Unregistered Motor Vehicle	1
Parking On Roadway	1
Unapproved Lighting	1
Fail To Control Speed	1
Obstruction Of View	5
Operate Vehicle More Than One Pass-Minor	1
Ran Stop Sign	1

NIBRS Flat File Upload Error Report

Submitting Agency	TX1750300 - RICE PD
Submitting User	Charles Parson
File Name	JULY 2026 NIBRS REPORT.txt
Total Incident Count	10
Valid Incident Count	9
Invalid Incident Count	1
Error Rate	10.00%
File Submission Date	8/4/2026 9:49:47 AM

Type	IdentifyingNumber	Agency	ErrorNumber	ErrorDescription
Incident	2614931	TX1750300 - RICE PD	1316	WARNING - Data Element 22 (Type Drug Measurement) "DU" Dosage Unit is being used for crack, cocaine, and marijuana. Usually a weight measurement like "GM" gram, "KG" kilogram, "OZ" ounce, or (LB) pound is used. The "NP" number of plants is sometimes used for marijuana.
Incident	2618590	TX1750300 - RICE PD	656	A Group A Incident Report was submitted with more arrestees than offenders. The incident must be resubmitted with additional offenders. This message will also occur if an arrestee was submitted and Data Element 36 (Offender Sequence Number) was 00 = Unknown.(Error Code -- 656)
Incident	2619158	TX1750300 - RICE PD	1316	WARNING - Data Element 22 (Type Drug Measurement) "DU" Dosage Unit is being used for crack, cocaine, and marijuana. Usually a weight measurement like "GM" gram, "KG" kilogram, "OZ" ounce, or (LB) pound is used. The "NP" number of plants is sometimes used for marijuana.

NIBRS Flat File Upload Error Report

Submitting Agency	TX1750300 - RICE PD
Submitting User	Charles Parson
File Name	JULY 2026 NIBRS REPORT.2.txt
Total Incident Count	3
Valid Incident Count	3
Invalid Incident Count	0
Error Rate	0.00%
File Submission Date	8/4/2026 10:23:58 AM

Type	IdentifyingNumber	Agency	ErrorNumber	ErrorDescription

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

Rice Volunteer Fire Department had monthly meeting for July 2026.

Our current membership is 10 active members with a total approximately 21 members.

Rice Volunteer Fire Department responded to 31 calls for service in July 2026.

- Motor vehicle accident – 6 – 1 Chatfield
- Medical Emergency – 8 – 4 Chatfield
- Grass Fire – 8 – 3 Chatfield – 1 Emhouse
- Structure Fire - 4 – 3 Emhouse
- Fire Investigation – 2
- Burn Ban - 1
- Landing Zone – 1 Chatfield
- Assist Other Agency – 1 Emhouse

Rice Fire Department had more training on search and rescue for structure fires.

Gaylon Taylor
Fire Chief
Rice VFD

STAFF REPORT

MEETING: Planning and Zoning Commission **DATE:** July 28, 2026

SUBJECT:

A public hearing to consider the amendment to the City's Comprehensive Plan to allow for Micro-Data Centers to be used in Commercially zoned districts, within the Interstate Highway 45 Overlay District by application of, and approval of, a Specific Use Permit.

BACKGROUND INFORMATION:

The City is proposing the inclusion of Micro-Data Centers to be used within commercially zoned districts and within the Interstate Highway 45 overlay district. Under the proposal Micro-Data Centers would be required to obtain a Specific Use Permit prior to their construction.

The City's current Comprehensive Plan was adopted in 1998. At the time the plan did not foresee the technological changes that have occurred over the preceding decades and provided little accommodations for internet based uses and primarily focuses on traditional retail commercial and office uses within the commercial classification. Typically cities amend their comprehensive plans on a intermittent basis, usually ever 5 to 10 years to reflect industry changes and changes to the City's vision for the community and ability to accommodate differing uses depending on changes to the available infrastructure or changes in land usage.

The City is proposing limiting "micro-data centers" to *facilities with a maximum of 5,000 square feet of computer floor space, requiring less than $200 million in investment, or housing less than 40 server racks.*

From a land use perspective staff is supportive of this change, the City is defining the data center use in a way that would prohibit large sprawling facilities whose scale would not fit with the size of the community, while providing flexibility for low impact uses to be allowed within the city, and updating the city's plan to accommodate modern commercial uses.

The proposed "micro-data center" classification is not anticipated to create any additional traffic burdens on the existing infrastructure than a similarly allowed commercial use such as an office building or warehouse. It's anticipated that since these are typically staffed at a lower ratio of staff per square foot when compared to a typical office use, and do not receive regular deliveries of product/materials that the impact on existing roadway infrastructure will be less than other allowed commercial uses.

Any proposed “micro-data center” will still be required to comply with all of the City's adopted ordinances pertaining to noise generation, lighting, landscaping, and overlay districts.

RECOMMENDATION

Staff recommends that the proposal is approved as presented, staff believes that this will help facilitate new developments within the commercial IH-45 corridor, the proposal does not change the boundaries of the existing commercial areas designated within the Comprehensive plan and only updates the language to accommodate new uses that were not in existence, and not envisioned when the plan was adopted in 1998.

The proposed “micro-data center” description ensures that the facilities remain small in scale and do not cause additional impacts on the City maintained infrastructure than other similar commercial facilities.

ATTACHMENT(S)

- Proposed wording for inclusion in the City's Comprehensive Plan.

Report prepared by: Ben Rodriguez – Bureau Veritas

Proposed wording for inclusion

"Micro-Data Center" - a facility with a maximum of 5,000 square feet of computer floor space, requiring less than $200 million in investment, or housing less than 40 server racks; and with a utility power demand of 5 mega-watts or fewer, as an allowable use within Commercial zoning districts within the Interstate Highway 45 Overlay District and permitted by Special Use Permit (SUP) only, and to establish specific definitions and development standards.

Report prepared by: Ben Rodriguez – Bureau Veritas

City of Rice, Texas

STAFF REPORT

MEETING: Planning and Zoning Commission **DATE:** July 28, 2026

SUBJECT:

Zoning Ordinance Text Amendment: An ordinance amending the City's Zoning Ordinance and. Section 16, "Schedule of Uses and Off-Street parking Requirements", subsection A. "Schedule of Uses and Off-Street parking Established" to add "Micro-Data Center", defined as a facility with a maximum of 5,000 square feet of computer floor space, requiring less than $200 million in investment, or housing less than 40 server racks; and with a utility power demand of 5 mega-watts or fewer, as an allowable use within Commercial zoning districts within the Interstate Highway 45 Overlay District and permitted by Special Use Permit (SUP) only, and to establish specific definitions and development standards.

BACKGROUND INFORMATION:

The City is proposing the inclusion of Micro-Data Centers to be used within commercially zoned districts and within the Interstate Highway 45 overlay district. Under the proposal Micro-Data Centers would be required to obtain a Specific Use Permit prior to their construction.

This item amends the City's zoning ordinance to add "micro-data centers" to the City's schedule of uses and is complementary to the previous item on the agenda which proposed the inclusion of "micro-data centers" to the City's Comprehensive Plan.

The City is proposing a definition limiting "micro-data centers" to *facilities with a maximum of 5,000 square feet of computer floor space, requiring less than $200 million in investment, or housing less than 40 server racks, and with a utility power demand of 5 mega-watts or fewer, as an allowable use within Commercial zoning districts within the Interstate Highway 45 Overlay District and permitted by Special Use Permit (SUP) only, and to establish specific definitions and development standards.*

From a land use perspective staff is supportive of this change, the City is defining the data center use in a way that would prohibit large sprawling facilities whose scale would not fit with the size of the community, while providing flexibility for low impact uses to be allowed within the city, and updating the city's plan to accommodate modern commercial uses.

Report prepared by: Ben Rodriguez – Bureau Veritas

The proposed “micro-data center” classification is not anticipated to create any additional traffic burdens on the existing infrastructure than a similarly allowed commercial use such as an office building or warehouse. It's anticipated that since these are typically staffed at a lower ratio of staff per square foot when compared to a typical office use, and do not receive regular deliveries of product/materials that the impact on existing roadway infrastructure will be less than other allowed commercial uses.

Any proposed “micro-data center” will still be required to comply with all of the City's adopted ordinances pertaining to noise generation, lighting, landscaping, and overlay districts in effect at the time their SUP application is submitted to the City.

RECOMMENDATION

Staff recommends that the proposed changes to the zoning ordinance are approved as presented, staff believes that this will help facilitate new developments within the commercial IH-45 corridor, the proposal does not change the boundaries of the existing commercial areas designated within the Comprehensive plan and only updates the language to accommodate new uses that were not in existence, and not envisioned when the plan was adopted in 1998.

The proposed “micro-data center” description ensures that the facilities remain small in scale and do not cause additional impacts on the City maintained infrastructure than other similar commercial facilities. Additionally the SUP provision ensures that the P&Z and City Council can verify that a proposed facility meets the allowed definition before their project is cleared to move forward with construction or occupation in the event that its occupying an existing facility.

ATTACHMENT(S)

- Proposed wording for inclusion in the City's land use definitions.

Report prepared by: Ben Rodriguez – Bureau Veritas

Proposed wording for inclusion

"Micro-Data Center" - a facility with a maximum of 5,000 square feet of computer floor space, requiring less than $200 million in investment, or housing less than 40 server racks; and with a utility power demand of 5 mega-watts or fewer, as an allowable use within Commercial zoning districts within the Interstate Highway 45 Overlay District and permitted by Special Use Permit (SUP) only, and to establish specific definitions and development standards.

Report prepared by: Ben Rodriguez – Bureau Veritas

STAFF REPORT

MEETING: Planning and Zoning Commission **DATE:** July 28, 2026

SUBJECT:

An application submitted by applicant EG AI Corp, a Delaware corporation, for approximately 5.284 acres of land locally known as 800 NW McKinney Street, Rice, Texas 75155 (Legal Description: F0450 FORTSON THOMPSON BLK PT 10 THRU 12), and located within the Interstate Highway 45 Overlay District, for the Planning and Zoning Commission and City Council to consider granting applicant a Special Use Permit (SUP) to allow for the operation of a Micro-Data Center at this location.

BACKGROUND INFORMATION:

The applicant is requesting approval of a special use permit to facilitate the opening of a micro-data center at the existing facility located at 800 NW Mckinney Street.

The City defines "micro-data centers" as *facilities with a maximum of 5,000 square feet of computer floor space, requiring less than $200 million in investment, or housing less than 40 server racks, and with a utility power demand of 5 mega-watts or fewer, as an allowable use within Commercial zoning districts within the Interstate Highway 45 Overlay District and permitted by Special Use Permit (SUP) only.*

From a land use perspective staff is supportive of the approval of the specific use permit change, the facility was formally used by Frito Lay and the proposed micro-data center facility is not anticipated to create any additional traffic burdens on the existing infrastructure than a similarly allowed commercial use such as an office building or warehouse. Its location on Interstate 45 provides ample transportation capacity to facilitate the traffic that is anticipated to be generated from the site.

It's anticipated that since the facility will be staffed a lower ratio of staff per square foot when compared to a typical office/commercial use, and the facility will not receive regular deliveries of product/materials that the impact on existing roadway infrastructure will be less than other allowed uses could generate.

The proposed data center SUP request does not seek any amendments or variances from the City's approved regulations pertaining to landscaping, lighting, parking, signage, etc. Additionally, the applicant must provide the City with documentation showing their compliance with the city's standards during the site plan review process prior to obtaining a certificate of occupancy for the property.

RECOMMENDATION

Staff recommends that the proposed SUP request is approved as presented. The proposal meets the city's definition of a "micro-data center" and is not anticipated to create any undue burdens on the city's maintained infrastructure that are in excess of those caused by other forms of commercial use.

The property is situated between Interstate Highway 45 and the railroad, and is located in an area designated for commercial land uses within the City's comprehensive plan and is currently zoned for commercial uses. The surrounding road infrastructure is more than adequate to support the proposal, and the property is not anticipated to create impacts on neighboring properties that exceed those caused by other types of commercial uses that do not require an SUP for approval.

ATTACHMENT(S)

- SUP application and supporting documents.

Report prepared by: Ben Rodriguez – Bureau Veritas

City of Rice, Texas

☑ **Specific Use Permit** ☐ **Plat Application**
☐ **Variance** ☐ **Zoning Change**

EG AI Corp, a Delaware corporation

06/22/2026
Date of Application

800 NW McKinney Street
Address

985-306-4005
Phone

RICE TX 75155
City State Zip

COMMERCIAL
Specific Use Requested

OFFICE WAREHOUSE
Present Zoning

800 NW McKinney Street, Rice, TX 75155
Legal Description of Property

NEW DATA BUILDING
Requested Zoning

EG AI Corp, a Delaware corporation
Name of Property Owner

☐ Existing Building
☑ New Construction
☐ Mobile Home
Year ____ Model ____________
Other ____________
Other ____________

Type of Construction II-B

Size ____________ Cost ____________ ☑ Septic ☐ Sewer

Driveways Existing Driveway Culverts Existing Culvert

☑ Site Plan Attached ☑ Building Plan Attached

Proposed Date of Occupancy Q1 2027

Danny Cruz 06/22/26
Applicant Signature Date

STAFF NOTES:
Fees due.
Fees pd.

Tonya Roberts 7/1/2026
City Secretary Date Fee Paid: ☑ YES ☐ NO

Scheduled Date Of P&Z 7/28/26
Council Meeting: CC 8/13/26
(Applicant must be present @ mtg)

City of R Rice, Texas

☑ **Specific Use Permit** ☐ **Plat Application**
☐ **Variance** ☐ **Zoning Change**

EG AI Corp, a Delaware corporation
Name of Applicant

06/22/2026
Date of Application

800 NE MCKENNEY ST
Address

985-306-4005
Phone

RICE | TX | 77155
City | State | Zip

COMMERCIAL
Specific Use Requested

OFFICE WAREHOUSE
Present Zoning

800 NW McKinney Street, Rice, TX 75155
Legal Description of Property

NEW DATA BUILDING
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EG AI Corp, a Delaware corporation
Name of Property Owner

☐ Existing Building
☑ New Construction
☐ Mobile Home
Year ____ Model ______________
Other ______________
Other ______________

Type of Construction II-B

Size ______________ Cost ______________ ☑ Septic ☐ Sewer

Driveways Existing Driveway Culverts Existing Culvert

☑ Site Plan Attached ☑ Building Plan Attached

Proposed Date of Occupancy Q1 2027

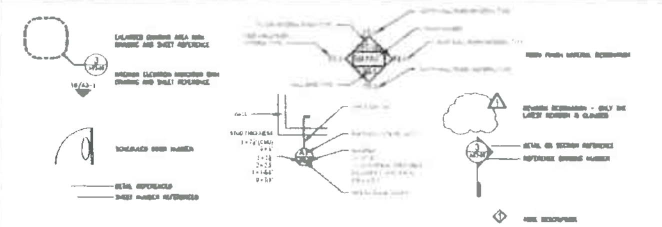
Danny Cruz 06/22/26
Applicant Signature Date

Sonya Roberts
City Secretary Date

Fee Paid: ☐ YES ☐ NO

Scheduled Date Of
Council Meeting: 7-28-2026
(Applicant must be present @ mtg)

STAFF NOTES:
Noted corrections to application & fees due.



21 LEGEND
NTS

21	22	23	24	25
16	17	18	19	20
11	12	13	14	15
6	7	8	9	10
1	2	3	4	5

23 GRID
NTS

6 ABBREVIATIONS
NTS

17 SHEET GROUPING
NTS

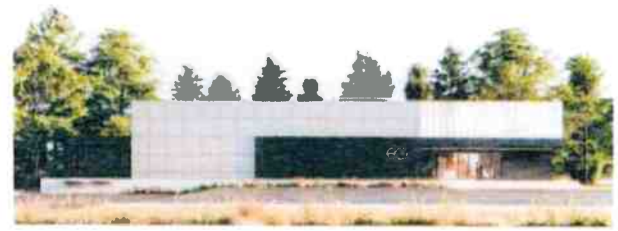
18 CODE SUMMARY
NTS

12 HARDWARE NOTES
NTS

13 COORDINATION NOTES
NTS

1 LOCATION MAP
NTS

2 GENERAL NOTES
NTS



EG AI RICE CAMPUS

800 NW MCKINNEY STREET
RICE, TX 75155

ISSUED FOR PRELIMINARY REVIEW - 06/10/26

DG-TEK
Building the Future

OWNER:
EG AI CORP
800 NW MCKINNEY ST.
RICE, TX 75115
TEL:

DESIGNER:
TERRAMAX PLANS & PROJECTS
6835 ARROWCHASE CT
KATY, TX 77449
TEL: 713-933-4466

ARCHITECTURAL / CIVIL

4 DRAWING INDEX
NTS

EG AI RICE CAMPUS
800 NW MCKINNEY STREET
RICE, TX 75155
NAVARRO COUNTY

EG AI CORP

DG-TEK
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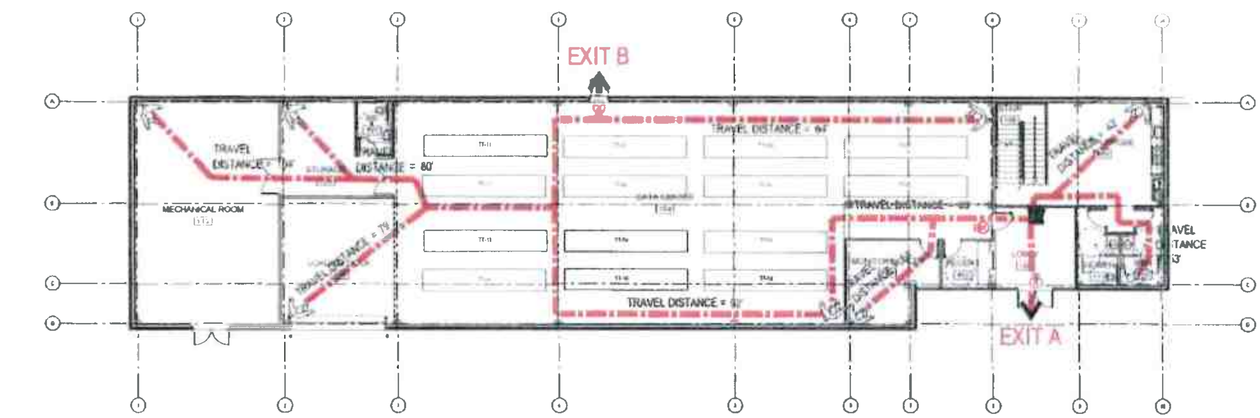
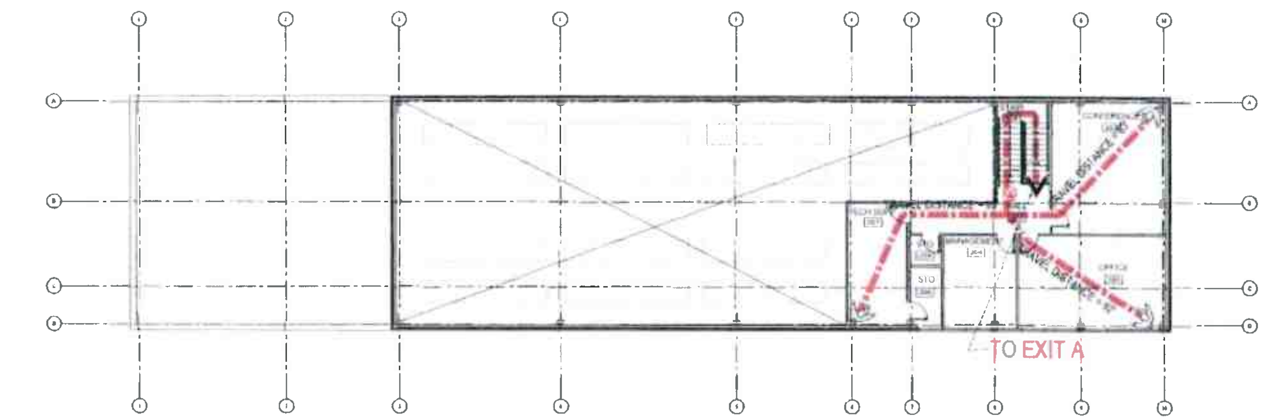
A0-00



MAX TRAVEL DISTANCE ALLOWED PER IBC TABLE 1017.2 FOR NOS SPRINKLER FOR GROUPS B AND F1 = 200'



02 LIFE SAFETY PLAN

05 CODE ANALYSIS

EG AI RICE CAMPUS
800 NW MCKINNEY STREET
RICE, TX. 75155
NAVARRO COUNTY

INTERIM REVIEW

EG AI CORP

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TERRAMAX

SAFETY PLAN AND CODE ANALYSIS

A0-01

SURVEY PLAT

BEING all that certain lot, tract or parcel of land situated in City of Rice, Navarro County, Texas, and being part of the T. M. Rowe Survey, Abstract 680, as evidenced by the deed to Bates Living Trust as recorded in Volume 2020, Page 7571 of the Official Public Records of Navarro County, Texas and being more particularly described as follows:

BEGINNING at the north corner of said Bates tract, the east corner of the Mark Reynolds Life Estate tract as recorded in Volume 2023, Page 8595 of said Public Records and on the southwest line of McKinney Street (I.H. 45 SERVICE ROAD) a 1 inch iron rod found for corner;

THENCE S 28° 55' 58" E, along said southwest line, a distance of 245.27 feet to the north corner of the Moses P. Garcia Jr. tract as recorded in Volume 2024, Page 3753 of said Public Records, a 5/8 inch iron rod with cap stamped "MAYO-WRIGHT" set for corner;

THENCE S 67° 29' 52" W, along the common line of said Bates and Garcia tracts, a distance of 983.52 feet to the west corner of said Garcia tract and on the northeast line of Reynolds Street, a 60d nail set for corner;

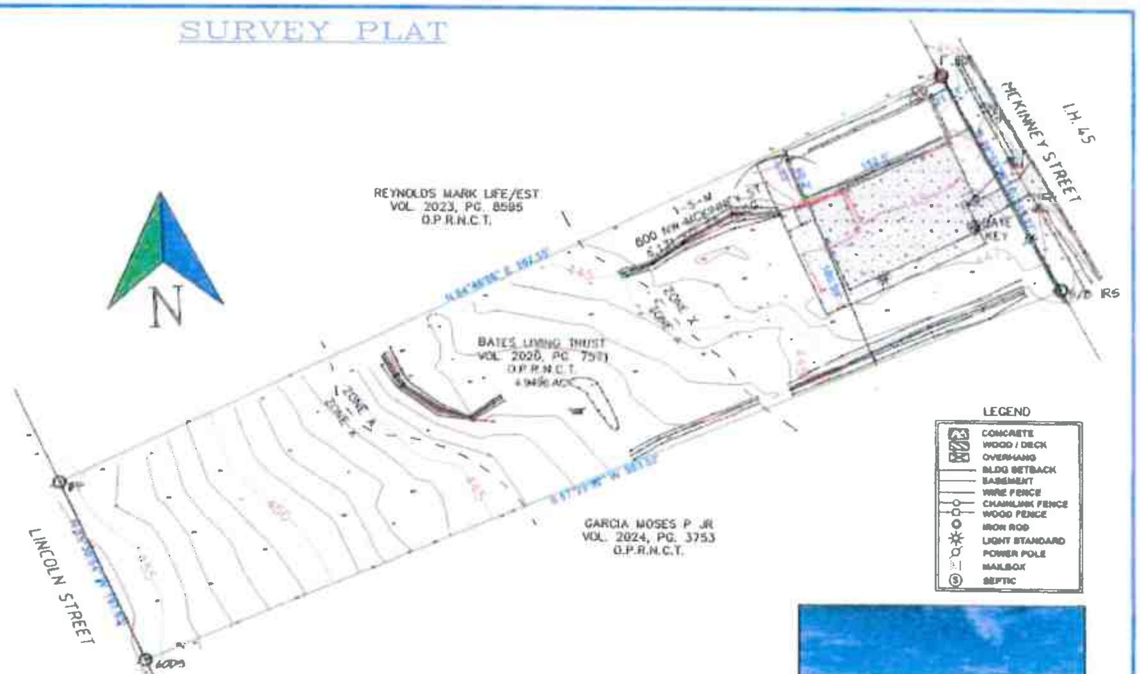
THENCE N 25° 30' 54" W, along said northeast line, a distance of 197.93 feet to the south corner of said Reynolds tract, a 3/4 inch iron rod found for corner;

THENCE N 64° 46' 06" E, along the common line of said Bates and Reynolds tracts, a distance of 987.55 feet to the **POINT OF BEGINNING** and containing 215604.575 square feet or 4.9496 acres of land within these metes and bounds as recited.

NOTES FROM SCHEDULE B:

Easements, restrictions, reservations, covenants, zoning ordinances, set back lines, and/or dedication of roads, if any, as shown on the plat of Thompson and Fortson Addition, as recorded in Volume 165, Page 526, Plat Records of Navarro County, Texas, and/or Restrictions as recorded in Clerk's File No. 1991-006667, Official Public Records of Navarro County, Texas, and as set out and/or defined by the City of Rice, Navarro County, Texas. (NONE)

j. All terms, conditions, and provisions of that certain Right of Way/Easement from Betsy Lou Hollister Seamen and Annell Hollister House dealing in their own separate property to Rice Water Supply and Sewer Service Corporation in instrument dated November 24, 1969, recorded in Volume 1262, Page 396, of the Deed Records of Navarro County, Texas. (NO PLOTTABLE ELEMENTS)



TO ALL PARTIES INTERESTED IN PREMISES SURVEYED INCLUDING OLD REPUBLIC NATIONAL TITLE INS. CO., NATIONAL TITLE GROUP LLC GF No. 782502886, TBD (LENDER PLACEHOLDER), EG AI CORP.:
THIS IS TO CERTIFY THAT I HAVE THIS DATE, MADE A CAREFUL AND ACCURATE SURVEY ON THE GROUND OF THE PROPERTY LOCATED AT 800 MCKINNEY STREET IN THE CITY OF RICE, NAVARRO COUNTY, TEXAS.
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1,3,4,6(a), 7(b1), 8, and 9 of Table A thereof. The fieldwork was completed on July 29, 2025.

Notes:

1. All bearings are based on Texas State Plane Coordinate System, Zone 4202.

Brian C. Wright 12/01/25
BRIAN C. WRIGHT, R.P.L.S. No. 4560
ADDED CONTOURS 06/16/26

STATE OF TEXAS — REGISTERED — BRIAN C. WRIGHT — 4560 — PROFESSIONAL — LAND SURVEYOR

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

FLOOD STAMP
IT APPEARS THROUGH VISUAL INTERPOLATION THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48349C0170D, THIS PROPERTY IS PARTIALLY IN A FLOOD PRONE AREA, ZONE A

NATIONAL TITLE GROUP LLC
G.F. NO.: 782502886
PURCHASER: EG AI CORP.

MW CONSULTANTS
MAYO-WRIGHT CONSULTANTS
329 OAKS TRL STE 222
GARLAND, TEXAS 75043
972-346-5203
PROJECT # 250484

1 SURVEY - FOR REFERENCE ONLY
NTS

EG AI RICE CAMPUS
800 NW MCKINNEY STREET
RICE, TX 75155
NAVARRO COUNTY

INTERIM REVIEW

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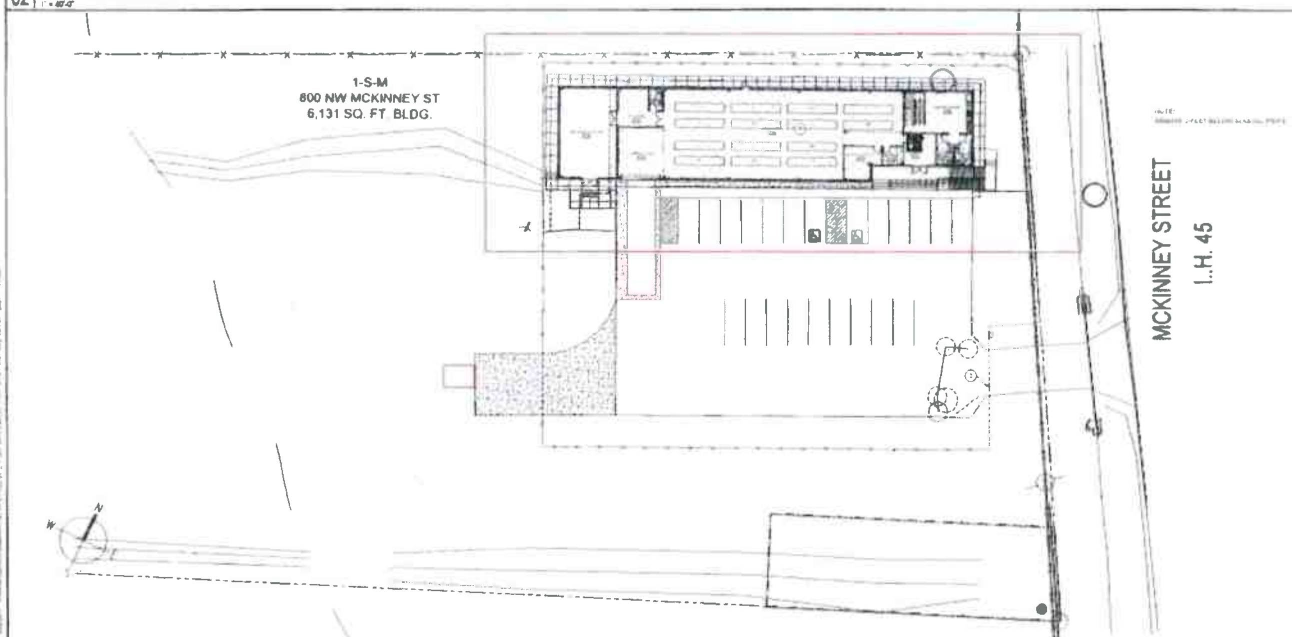
EG AI CORP

TERRAHAAR

SURVEY - FOR REFERENCE ONLY

A2-01

02 OVERALL SITE PLAN



01 SITE DEMOLITION PLAN

DEMOLITION GENERAL NOTES

LEGEND

KEYNOTES TO SHEET

EG AI RICE CAMPUS
800 NW MCKINNEY STREET
RICE, TX 75155
NAVARRO COUNTY

INTERIM REVIEW

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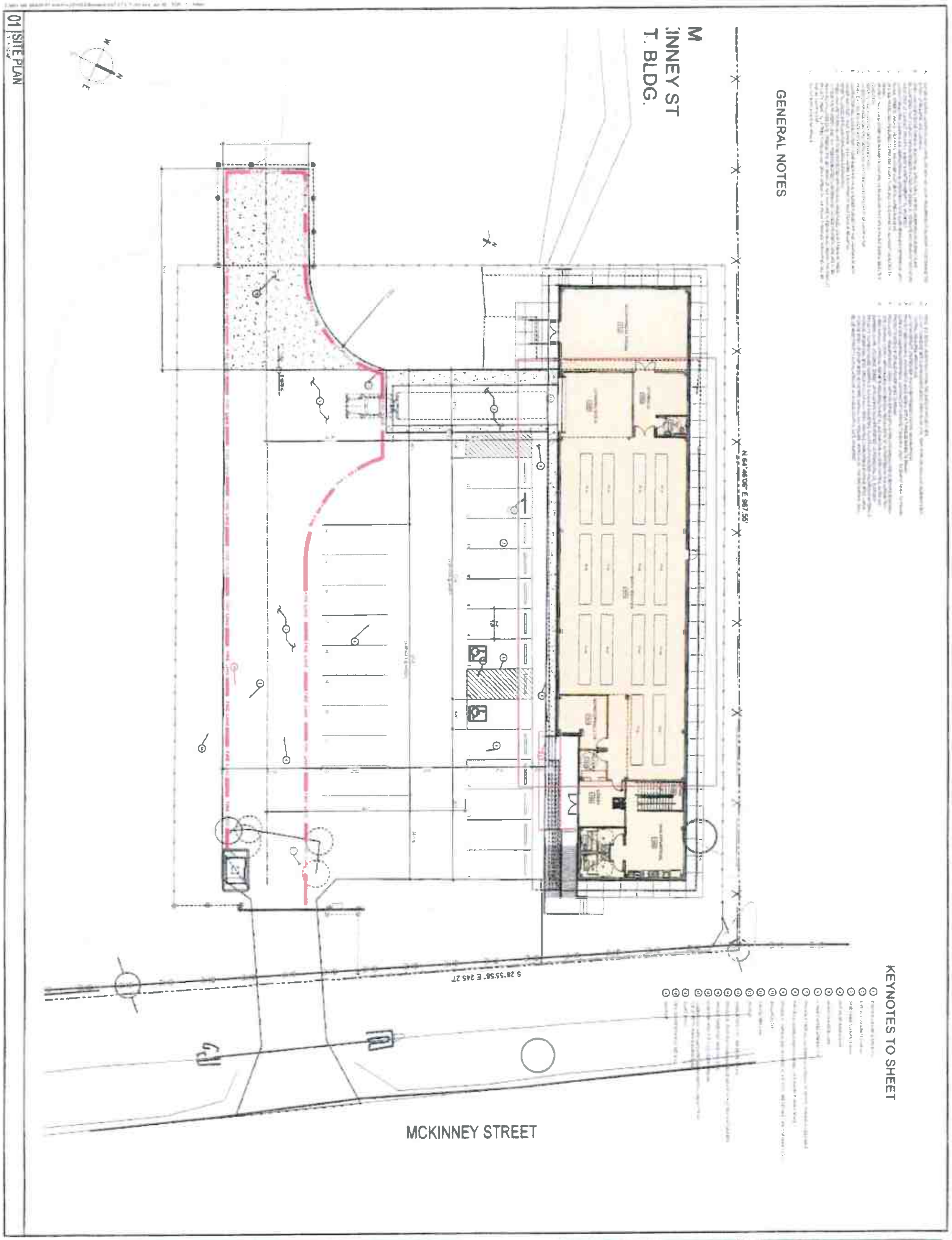
OVERALL SITE PLAN AND DEMOLITION SITE PLAN

A2-02



SITE PLAN

A2-03

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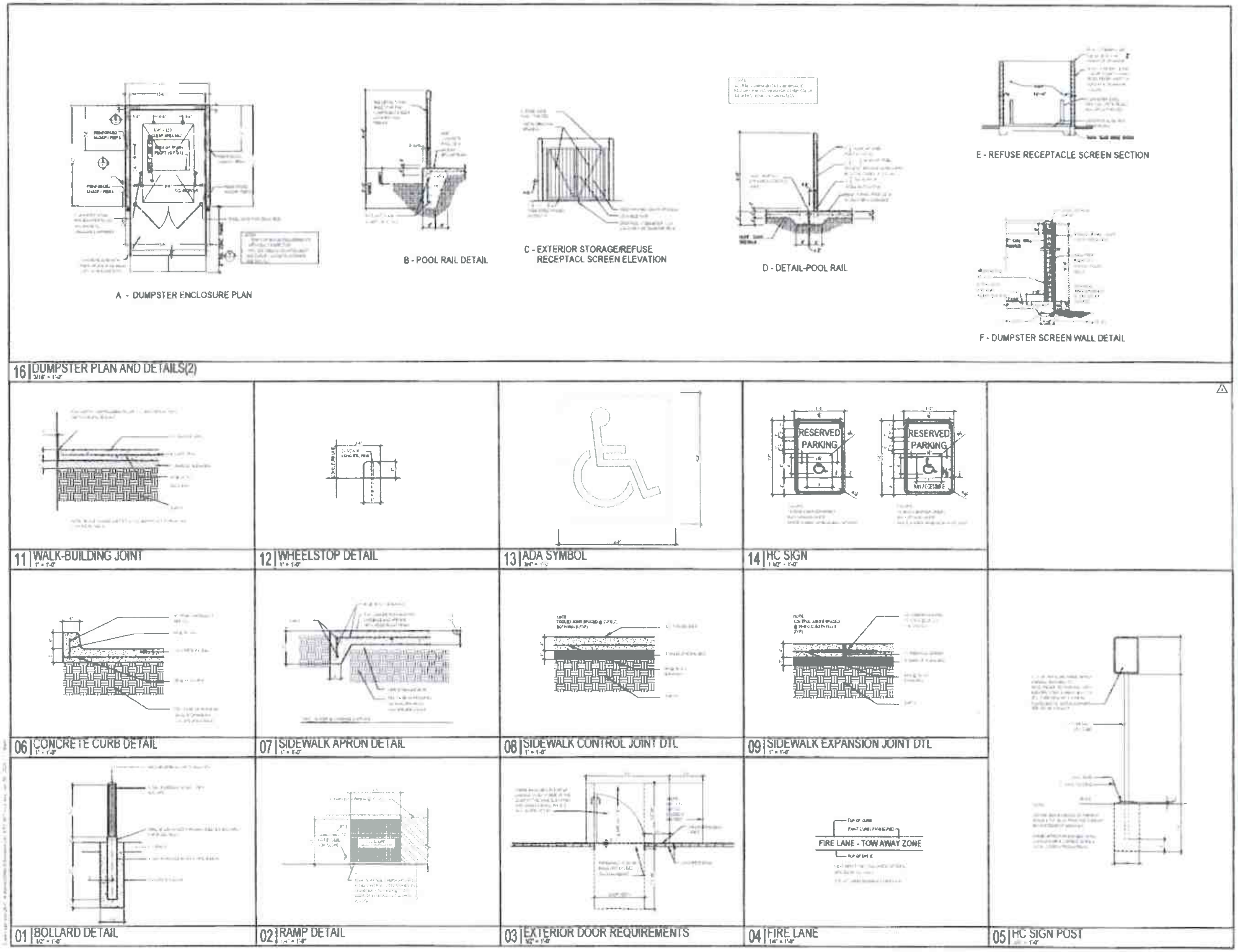
INTERIM REVIEW

EG AI RICE CAMPUS

800 NW MCKINNEY STREET
RICE, TX. 75155
NAVARRO COUNTY



EG AI RICE CAMPUS

800 NW MCKINNEY STREET
RICE, TX 75155
NAVARRO COUNTY

INTERIM REVIEW

EG AI CORP

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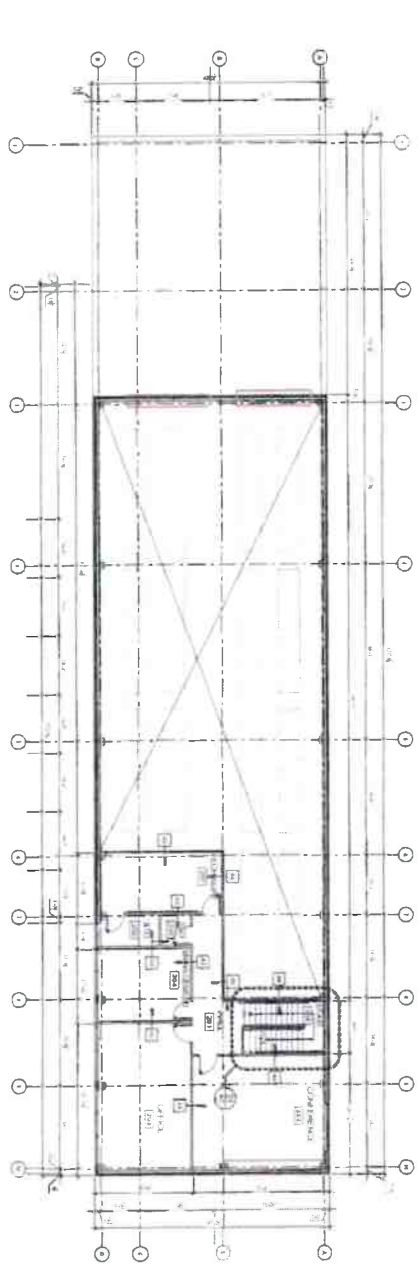
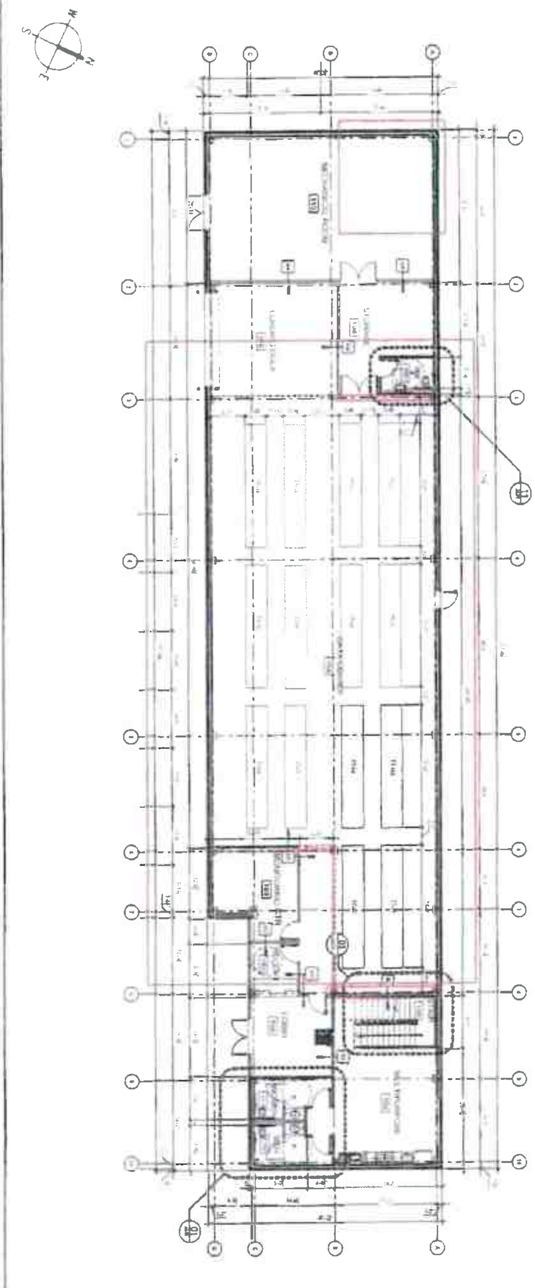
PROJ NO.: 2441
DATE: 2024
SITE DETAILS

A2-04

01 | 2ND LEVEL FLOOR PLAN



02 | 1ST LEVEL FLOOR PLAN



A3-01

FIRST AND SECOND LEVEL FLOOR PLANS

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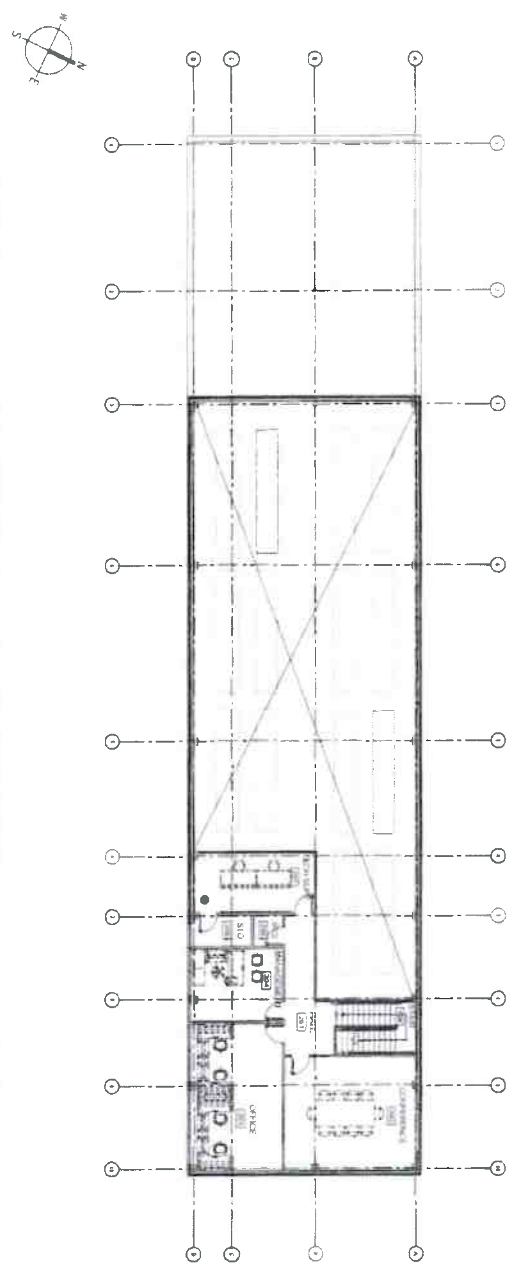
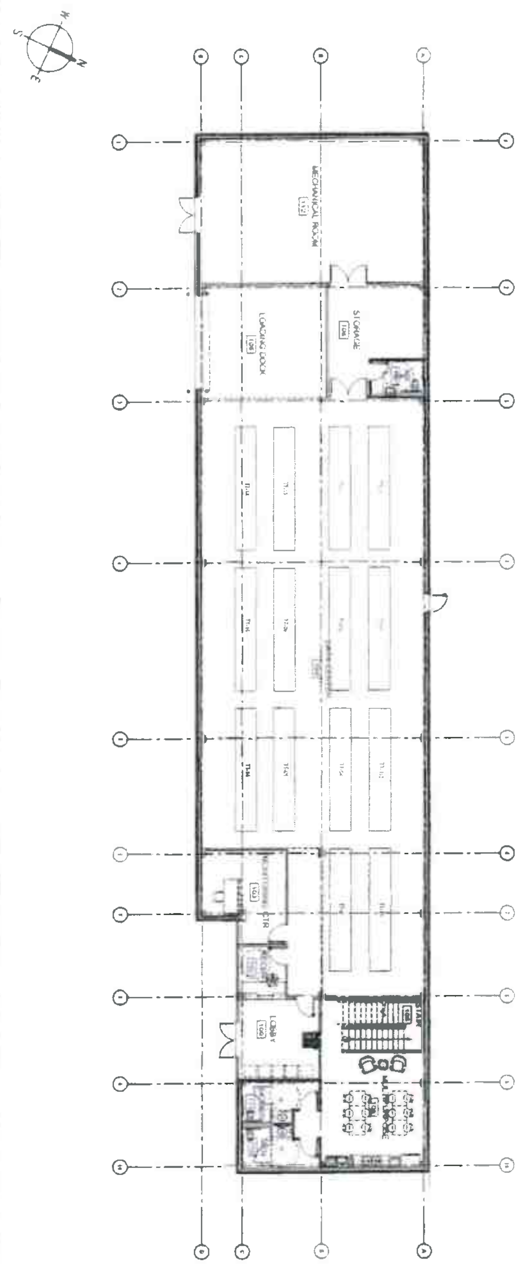
EG AI RICE CAMPUS

800 NW MCKINNEY STREET
RICE, TX. 75155
NAVARRO COUNTY

01 2ND LEVEL FURNITURE PLAN



02 1ST LEVEL FURNITURE PLAN



A3-02

PROJ NO.
DATE
DESIGN REVIEW
1ST AND 2ND LEVELS FURNITURE PLANS

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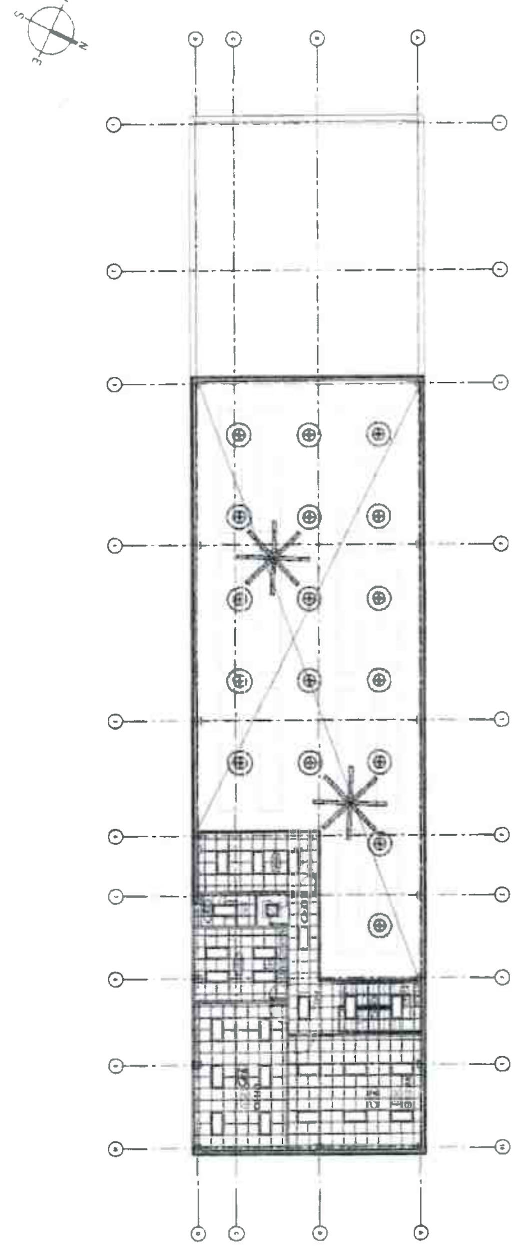
INTERIM REVIEW

SEAL

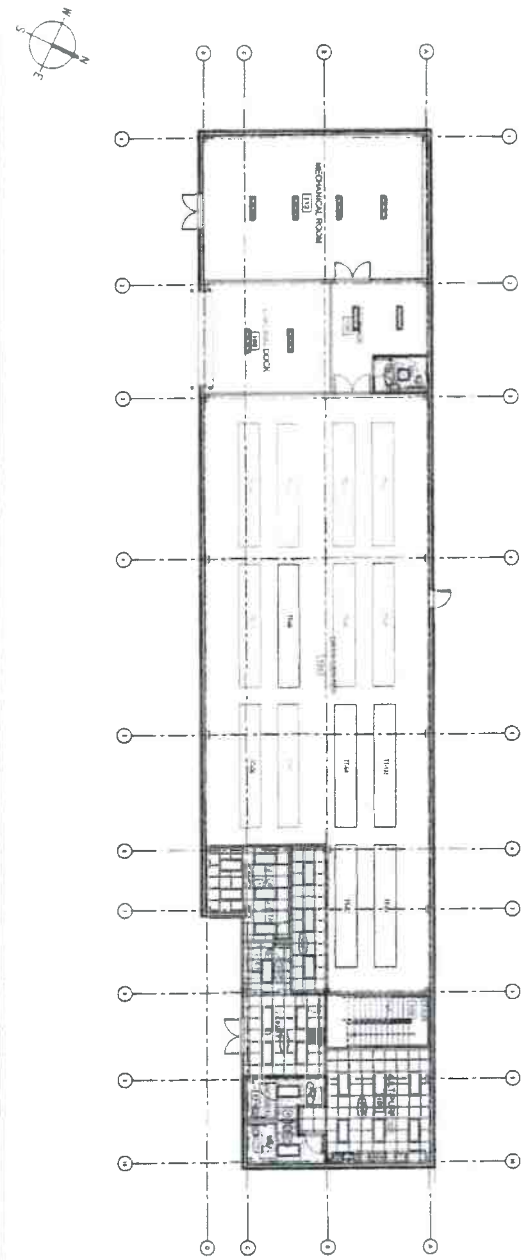
EG AI RICE CAMPUS
800 NW MCKINNEY STREET
RICE, TX. 75155
NAVARRO COUNTY

REVISIONS

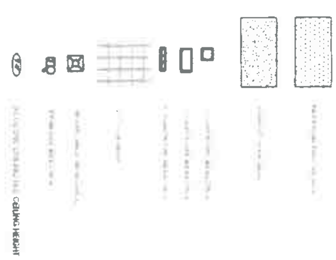
01 | 2ND LEVEL REFLECTED CEILING PLAN



03 | 1ST LEVEL REFLECTED CEILING PLAN



02 | RCP LEGEND



04 | RCP GENERAL NOTES

REFLECTED CEILING PLANS

A3-03

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INTERIM REVIEW

EG AI RICE CAMPUS
800 NW MCKINNEY STREET
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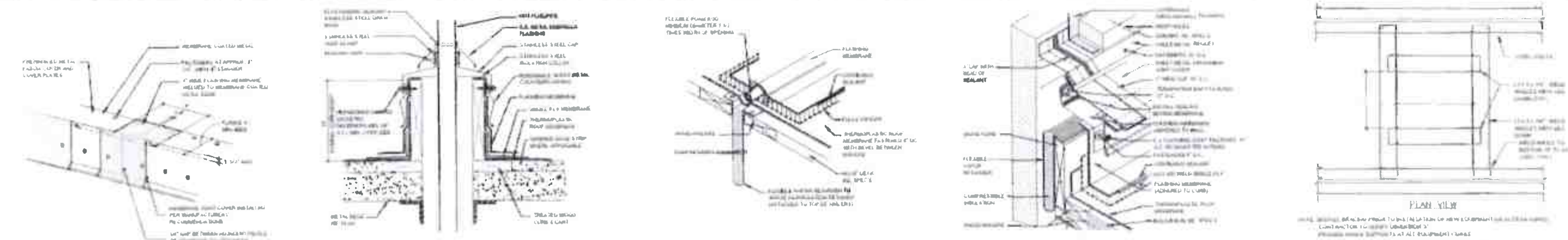
NAVARRO COUNTY



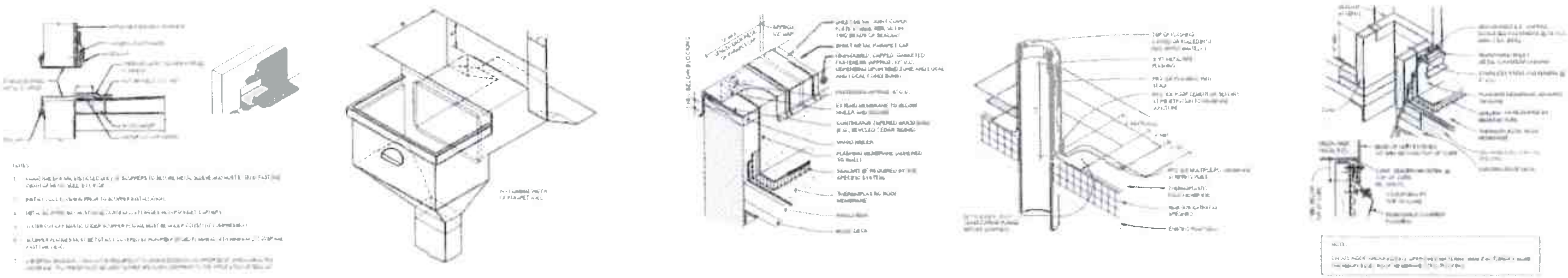
F PREFINISHED COVER PIECE DETAIL

G HOT STACK DETAIL

H LOWRISE EXPANSION JOINT

I EXPANSION JOINT • BASE DETAIL

J ROOF DECK SUPPORT DETAIL



A SCUPPER FLASHING DETAIL

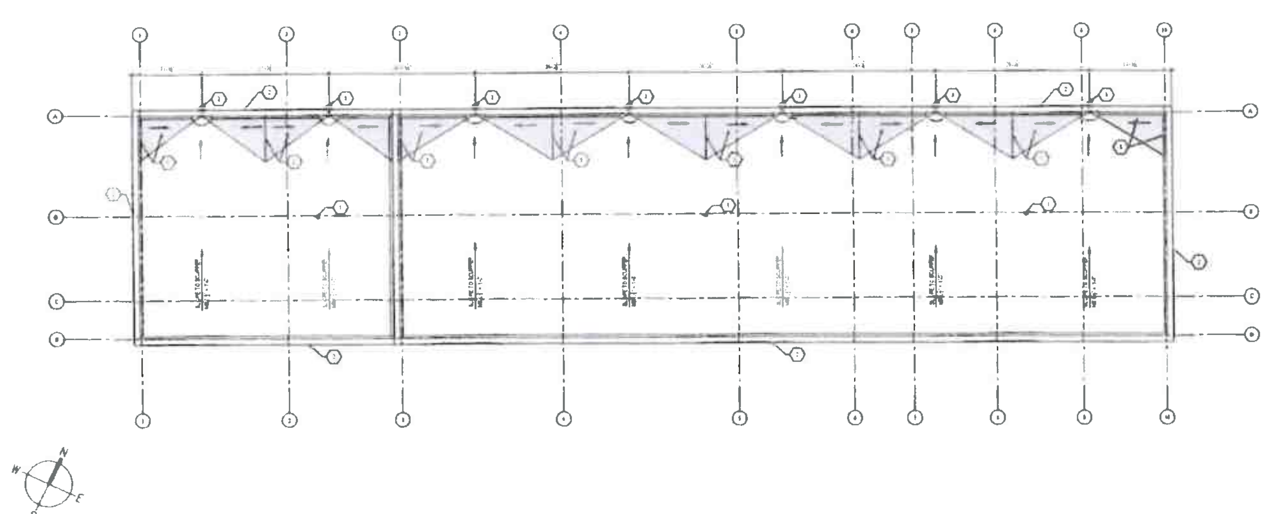
B SCUPPER DESIGN AND INSTALLATION

C PARAPET + CAP DETAIL

D VENT STACK DETAIL

E EQUIPMENT CURB DEATIL

02 | LOW-SLOPED ROOF TYPICAL DETAILS



GENERAL NOTES
SCALE: NTS

NOTES TO SHEET
SCALE: NTS

01 | ROOF PLAN

EG AI RICE CAMPUS
800 NW MCKINNEY STREET
RICE, TX. 75155
NAVARRO COUNTY

INTERIM REVIEW

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EG AI CORP

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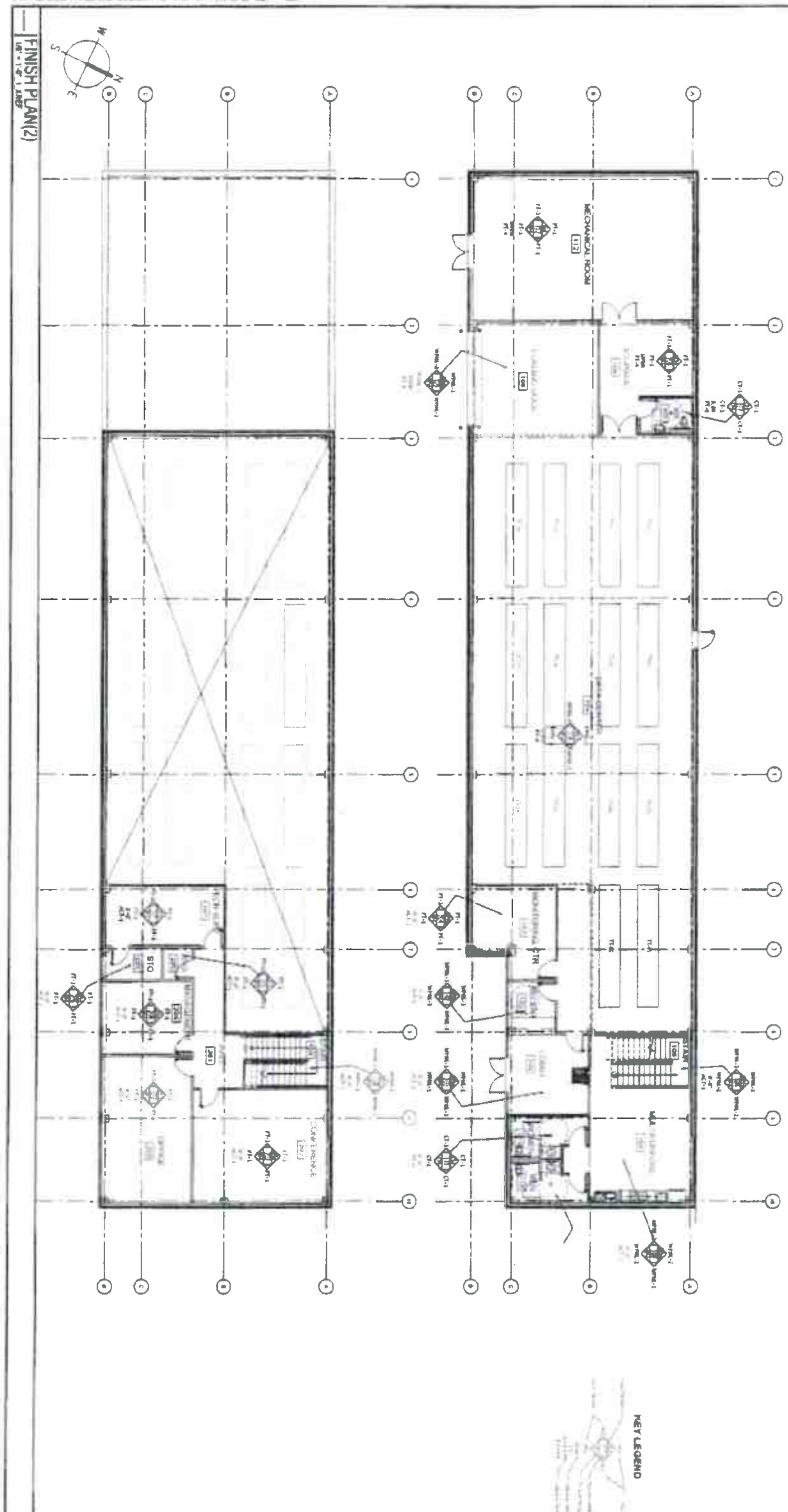
ROOF PLAN AND DETAILS

A3-04



FINISH MATERIAL SCHEDULE

[illegible]

EG AI RICE CAMPUS
800 NW MCKINNEY STREET
RICE, TX. 75155
NAVARRO COUNTY

TERRAMAX

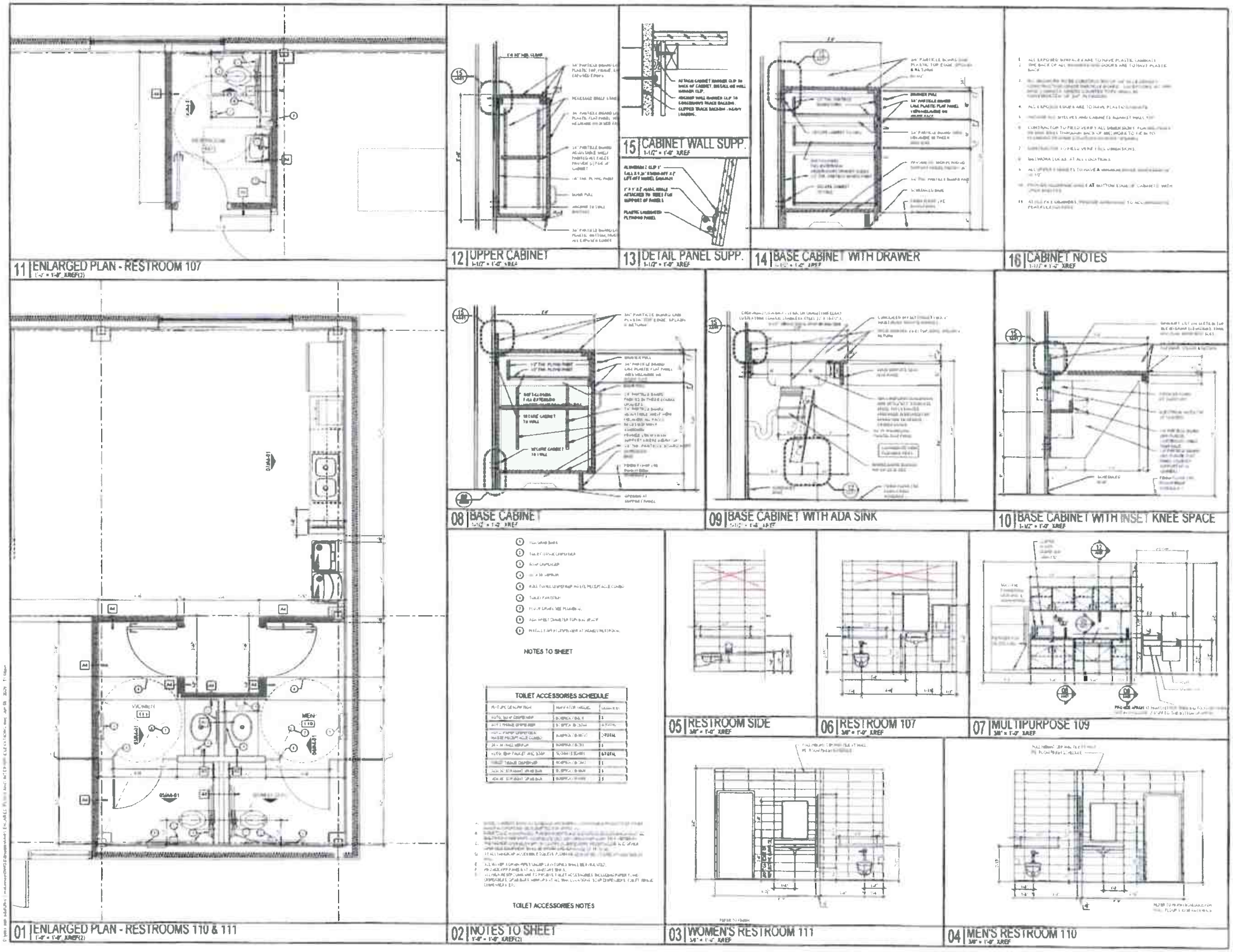
DG-TEK
Building the Future...

EG AI CORP.

INTERIM REVIEW

FINISH PLANS

A3-05



EG AI RICE CAMPUS
800 NW MCKINNEY STREET
RICE, TX. 75155
NAVARRO COUNTY

INTERIM REVIEW

EG AI CORP.

DG-TEK
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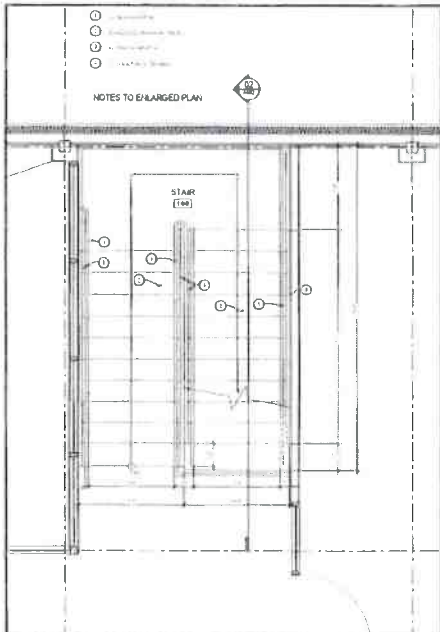
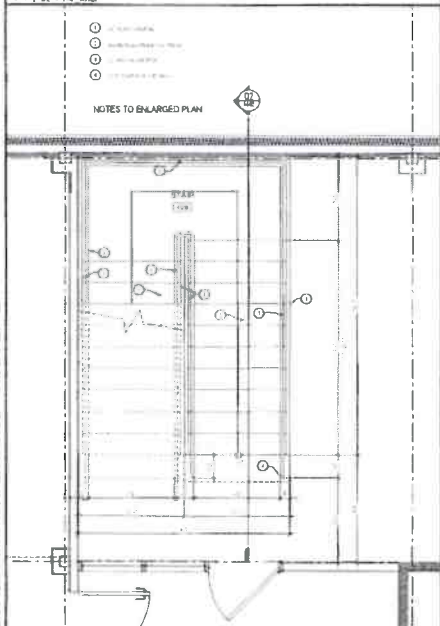
ENLARGED PLANS AND INTERIOR ELEVATIONS

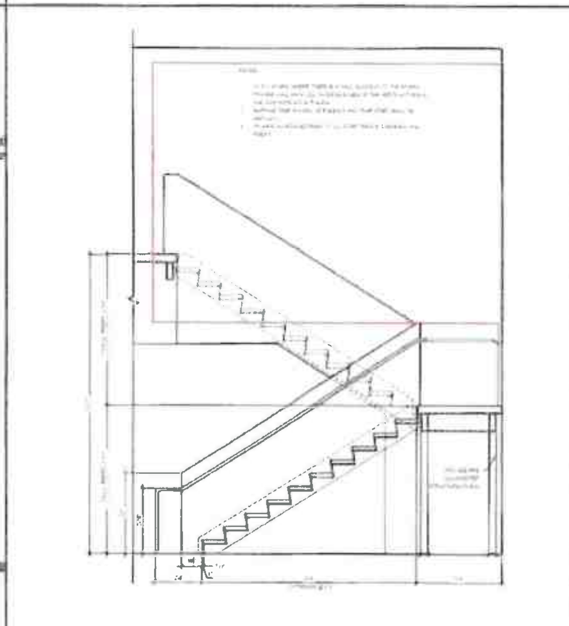
A4-01



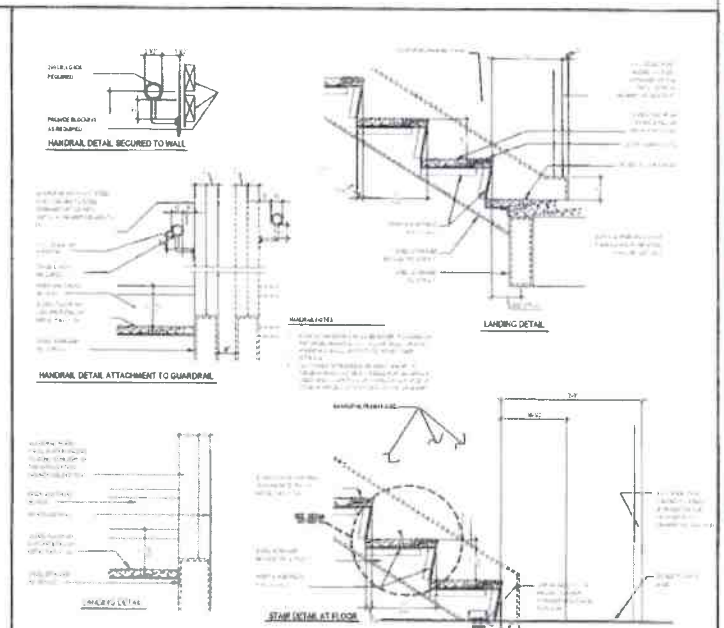
04 | ENLARGED STAIR 108 2ND LEVEL
1/2" = 1'-0" XREF



01 | ENLARGED STAIR 108
1/2" = 1'-0" XREF



02 | STAIR 108 SECTION
1/2" = 1'-0" XREF



03 | STAIR TYPICAL DETAILS
1/2" = 1'-0"

EG AI RICE CAMPUS
800 NW MCKINNEY STREET
RICE, TX. 75155
NAVARRO COUNTY

INTERIM REVIEW

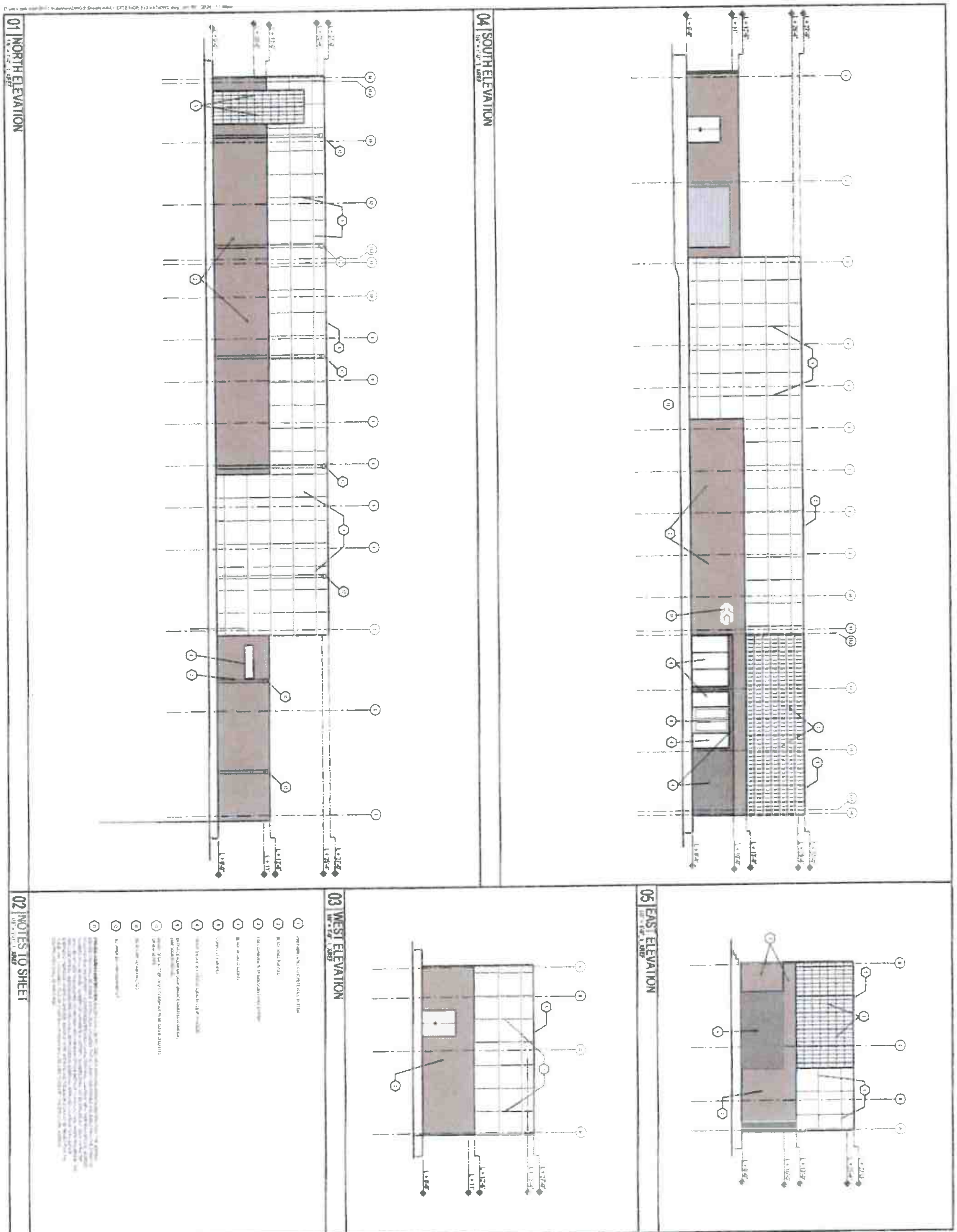
EG AI CORP

DG-TEK
Building the Future...

TERRAMAX

ENLARGED STAIR 108 AND SECTIONS

A4-02



EXTERIOR ELEVATIONS

A6-01

TERRAMAX

DG-TEK

Building the Future...

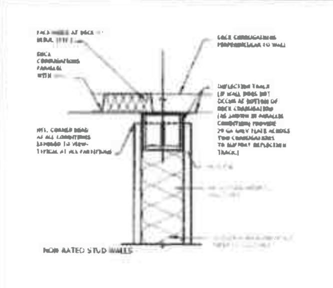
EG AI CORP

EG AI RICE CAMPUS

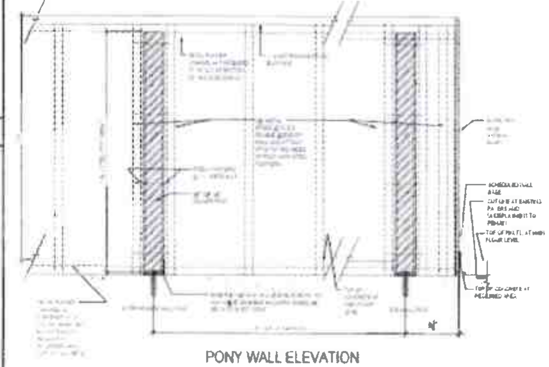
800 NW MCKINNEY STREET
RICE, TX, 75155
NAVARRO COUNTY

06 PARTITION GENERAL NOTES
3" = 1'-0" XREF

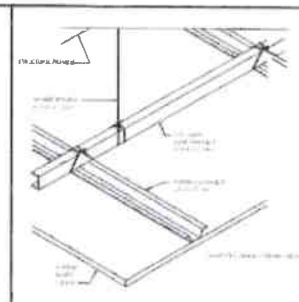
1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS NOTED OTHERWISE. [illegible]
2. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION OR INSTALLATION OF MATERIAL AND EQUIPMENT. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]
12. [illegible]



02 HEAD DETAIL NON-RATED PARTITION
3" = 1'-0" XREF



03 PONY WALL ELEVATION-DETAIL
1/4" XREF



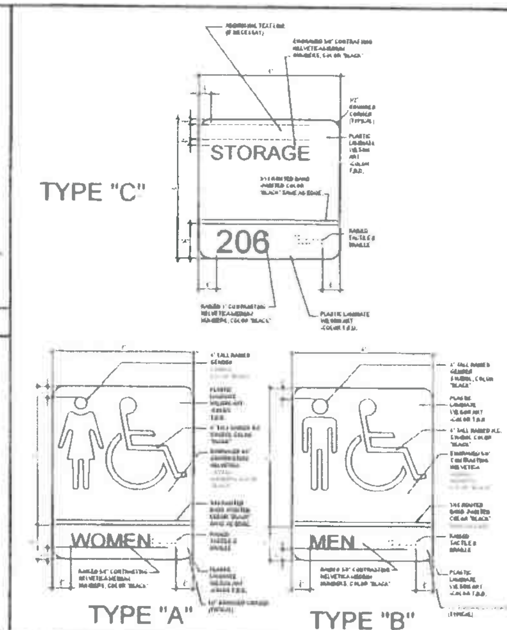
07 GYPSUM CEILING ASSEMBLY DETAIL

STUD LIMITING HEIGHTS

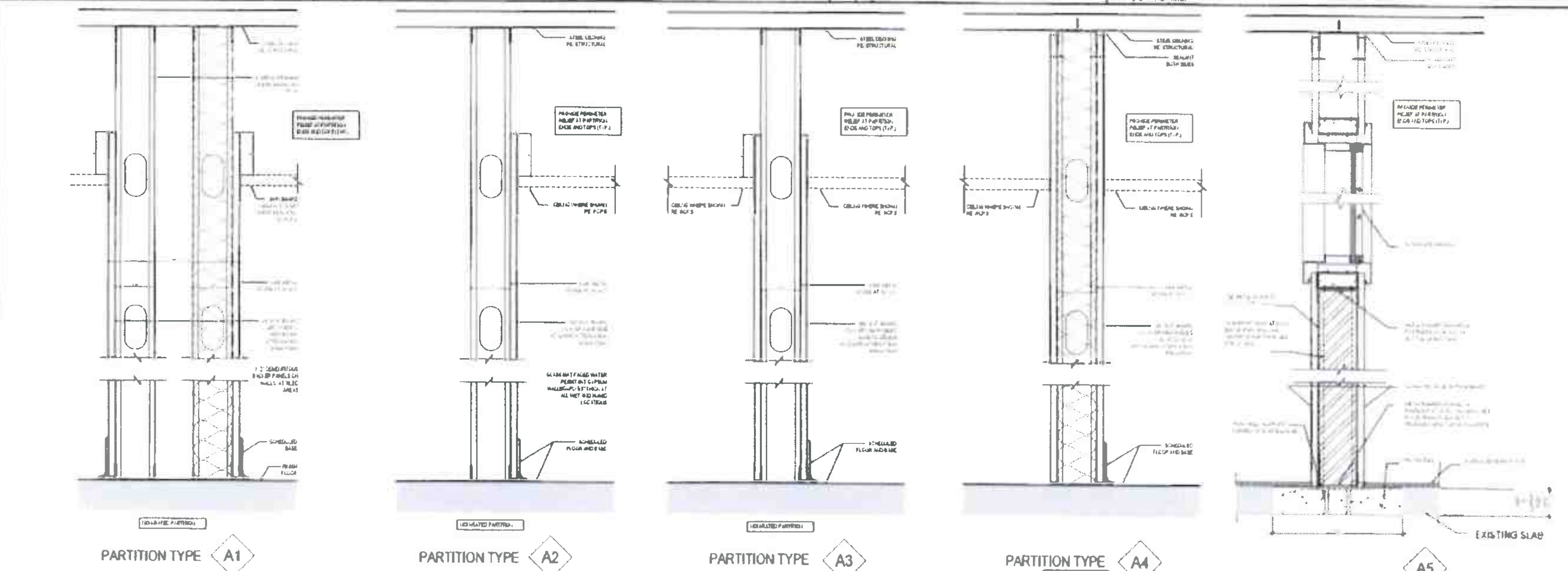
STUD DEPTH	SPACING	DEFLECTION	GAUGE	TWO LAYERS GYP. BD.	ONE LAYER GYP. BD.	REMARKS
[illegible]	16"	L/240	[illegible]	[illegible]	[illegible]	
[illegible]	16"	L/240	[illegible]	[illegible]	[illegible]	
[illegible]	16"	L/240	[illegible]	[illegible]	[illegible]	
[illegible]	16"	L/240	[illegible]	[illegible]	[illegible]	
[illegible]	16"	L/240	[illegible]	[illegible]		

SCREWS: # 6 TYPES DRYWALL SCREW AND SPACED 16" [illegible] EACH DIRECTIONS

04 STUD LIMITING HEIGHTS
1/8 XREF



05 ROOM GRAPHICS SCHEDULE
6" = 1'-0" XREF



01 PARTITION TYPES
1/8 XREF

REVISIONS

EG AI RICE CAMPUS
800 NW MCKINNEY STREET
RICE, TX. 75155
NAVARRO COUNTY

SEAL

INTERIM REVIEW

EG AI CORP

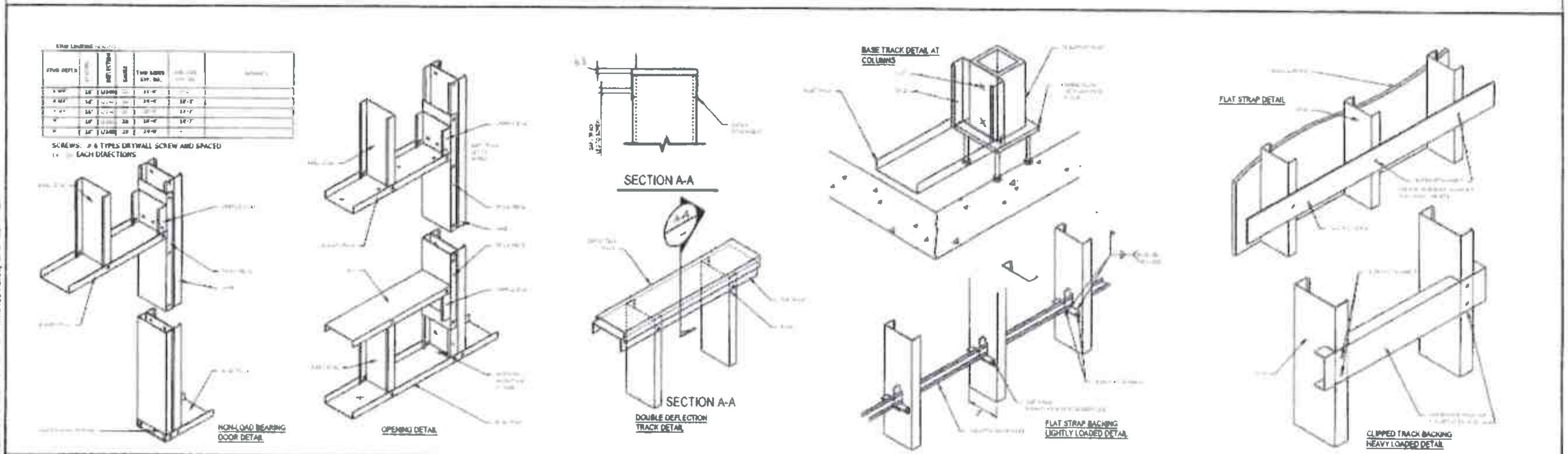
DG-TEK
Building the Future..

TERRAMAX

PROJ NO: [illegible]
DATE: [illegible]
ISSUED: INTERIM REVIEW

PARTITION TYPES

A7-01



01 METAL STUDS TYPICAL FRAMING DETAILS

EG AI RICE CAMPUS
800 NW MCKINNEY STREET
RICE, TX. 75155
NAVARRO COUNTY

EG AI CORP

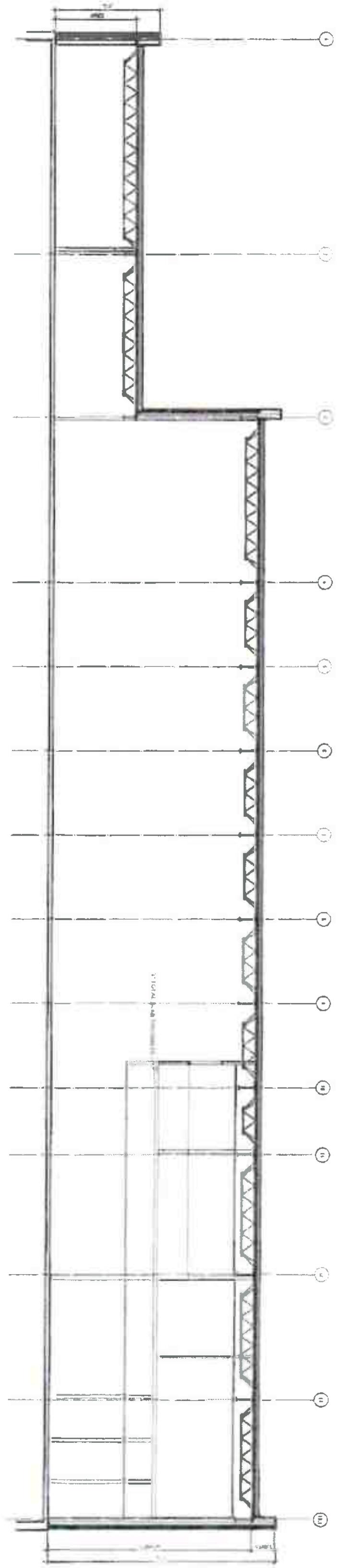
DG-TEK
Building the Future...

TERRAMAX

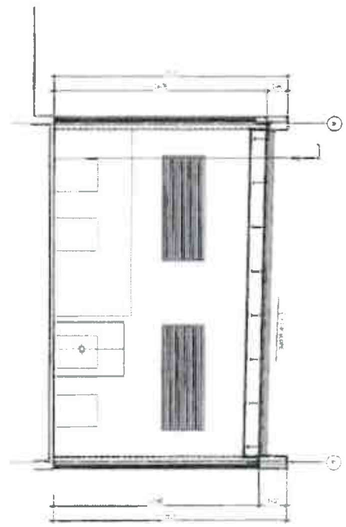
PARTITION DETAILS

A7-02

01 | LONGITUDINAL BUILDING SECTION



02 | TRANSVERSE BUILDING SECTION



A8-01

BUILDING SECTIONS

DG-TEK

Building the Future...

EG AI CORP

INTERIM REVIEW

EG AI RICE CAMPUS

800 NW MCKINNEY STREET
RICE, TX. 75155
NAVARRO COUNTY

ORDINANCE NO. ______________

AN ORDINANCE OF THE CITY OF RICE, TEXAS, ADOPTING THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 INTERNATIONAL BUILDING CODE, THE 2023 NATIONAL ELECTRICAL CODE, THE 2024 INTERNATIONAL PLUMBING CODE; THE 2024 INTERNATIONAL MECHANICAL CODE, THE 2024 INTERNATIONAL ENERGY CONSERVATION CODE, THE 2024 INTERNATIONAL RESIDENTIAL CODE, THE 2024 INTERNATIONAL EXISTING BUILDING CODE, THE 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE, THE 2024 INTERNATIONAL FUEL AND GAS CODE, THE 2024 INTERNATIONAL FIRE CODE AND ALL APPENDICES AND 2024 NCTCOG AMENDMENTS TO SAID CODES; PROVIDING A REPEALING CLAUSE; PROVIDING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Rice, Texas is a duly organized municipality, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council met at a previous meeting in compliance with the Texas Open Meetings Act, and adopted certain Construction Codes; and

WHEREAS, the City Council has determined that it is necessary and advisable to repeal certain construction codes as they are out of date and do not adequately protect the citizens' health, safety and general welfare and updating to more current versions of the Construction Codes promotes the health, safety and general welfare of the citizens of the City of Rice.

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

SECTION 1. That the City Council for Rice, Texas, hereby adopts the following codes listed below (and all appendices to said codes), as well as the 2024 NCTCOG amendments to said codes, to the following codes which are adopted:

> The city hereby adopts the provisions of the International Building Code (2024 edition), the International Residential Code (2024 edition) the International Mechanical Code (2024 edition), the National Electrical Code (2023 edition, including North Texas Council of Governments ["NCTCOG"] amendments), the International Plumbing Code (2024 edition), the International Fuel Gas Code (2024 edition), the International Energy Conservation Code (2024 edition), the International Existing Building Code (2024 edition), the International Swimming Pool and Spa

Code (2024 edition), the International Property Maintenance Code (2024 edition) and the International Fire Code (2024 edition).

SECTION 2. All provisions of the ordinances of the City of Rice in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Rice not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Rice, Texas.

SECTION 4. That this ordinance shall take effect immediately from and after its passage and publication, as the law in such cases provides.

SECTION 5. Any person, firm or corporation violating any provision of this ordinance or the provisions of the Code of Ordinances for the City of Rice, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed two thousand dollars ($2,000.00) for each offense, each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 6. That the recitals to this Ordinance are hereby incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

DULY PASSED by the City Council of the City of Rice, Texas, this 13th day of August 2026.

APPROVED:

By: ______________________________
Christi Campbell, Mayor

ATTEST:

By: ______________________________
Tonya Roberts, City Secretary

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICE, NAVARRO COUNTY, TEXAS, AMENDING THE CITY OF RICE COMPREHENSIVE PLAN BY ALLOWING MICRO-DATA CENTERS AS A LEGALLY PERMISSIBLE USE IN COMMERCIAL DISTRICTS WHICH ARE LOCATED WITH THE INTERSTATE HIGHWAY 45 OVERLAY DISTRICT UPON AN APPROVED SPECIFIC USE PERMIT BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF ALL OTHER ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; PROVIDING FOR PUNISHMENT; PROVIDING FOR NO VESTED RIGHTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rice, Texas ("City"), is a Type A General Law Municipality located in Navarro County Texas, created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City, as a Type A general law municipality, is empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the City; and

WHEREAS, pursuant to Chapter 213 of the Texas Local Government Code, a municipality may adopt or amend a comprehensive plan for the long-range development of the community in order to promote sound development; and

WHEREAS, the City Council conducted a public hearing, and after all persons were given an opportunity to present testimony, did consider and make recommendations to the City Council to revise the comprehensive plan; and

WHEREAS, the City Council, has carefully reviewed and considered the merits of the Comprehensive Plan after having received input and recommendations from the Planning and Zoning Commission, and after holding a public hearing; and

WHEREAS, the City Council has found and determined that all meetings were duly noticed and held in accordance with law; and

WHEREAS, the City Council has determined that amending the comprehensive plan is necessary for the government, interest, welfare, or good order of the City of Rice.

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct legislative determinations and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT OF THE CITY OF RICE COMPREHENSIVE PLAN. The Rice Comprehensive Plan, including the Future Land Use Plan, attached hereto and incorporated herein as if set forth in full as Exhibit "A," is hereby adopted by the City Council of the City of Rice as a long-range planning guide for the City, and it shall supersede any previously existing comprehensive plan. Specifically, Micro-Data Centers, defined as: "a facility with a maximum of 5,000 square feet of computer floor space, requiring less than $200 million in investment, or housing less than 40 server racks; and with a utility power demand of 5 mega-watts or fewer" are a permitted use in Commercial zoning districts if said Commercial district for which the Micro-Data Center is located within the City's Interstate Highway 45 Overlay District and if the City Council approves a Specific Use Pemrit for said Micro-Data Center, as defined herein.

SECTION 3. PURPOSE OF THE COMPREHENSIVE PLAN. The City of Rice Comprehensive Plan is intended to constitute the Comprehensive, or Master Plan of the City of Rice, Texas, for all matters related to long-range guidance relative to zoning decisions, land subdivision, thoroughfare construction, and growth management.

SECTION 4. MAYOR'S SIGNATURE. The Mayor of the City of Rice shall affix his signature on an appropriate page of the Comprehensive Plan, that page to be determined by him, and right below said signature will be placed the seal of the City.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES. This Ordinance shall be cumulative of all provisions of Ordinances of the City except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. SEVERABILITY. It is hereby declared to be the intention of the City Council of the City of Rice, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of such unconstitutional phrases, clause, sentence, paragraph, or section.

SECTION 7. ENGROSS AND ENROLL. The City Secretary of the City of Rice hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Rice and by filing this Ordinance in the Ordinance records of the City.

SECTION 8. PUBLICATION. The City Secretary of the City of Rice is hereby directed to publish in the Official Newspaper of the City of Rice the Caption and the Effective Date of this Ordinance for two (2) days.

SECTION 9. NO VESTED RIGHTS. No person or entity shall acquire any vested right in this Ordinance, or any specific regulations contained herein. This Ordinance and any regulations may be amended or repealed by the City Council of the City of Rice, Texas in the manner provided by law.

SECTION 10. This Ordinance shall become effective from and after the date of its final passage and publication as provided by law, and it is accordingly so ordained.

DULY PASSED and approved by the City Council of the City of Rice, Texas, on this the

13th day of August 2026.

ATTEST:	**APPROVED:**
Tonya Roberts, City Secretary/Administrator	Christi Campbell, Mayor

EXHIBIT "A"

ORDINANCE NO. _________

AN ORDINANCE OF THE CITY OF RICE, TEXAS AMENDING THE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING SECTION 16, "SCHEDULE OF USE AND OFF-STREET PARKING REQUIREMENTS', SUBSECTION A., "SCHEDULE OF USES AND OFF-STREET PARKING ESTABLISHED" TO ADD "MICRO-DATA CENTER AS AN ALLOWED USE UPON APPROVAL OF A SPECIFIC USE PERMIT BY THE CITY COUNCIL OF RICE, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the best interests of the citizens of Rice, Texas and the residents herein, the City Council finds the citizens of the City of Rice will benefit from an amendment to the Zoning Ordinance; and

WHEREAS, the City Council published notices of public hearings of the proposed zoning amendment and conducted such full and fair hearings in compliance with the Zoning Ordinance and State Law, at which time parties in interest and citizens were given an opportunity to speak and be heard; and

WHEREAS, after due deliberation and consideration of the information submitted during the public hearings, the City Council has concluded that approval of an amendment to the Zoning Ordinance would be in the best interest of the citizens of Rice.

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

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and are fully incorporated into this Ordinance by reference.

SECTION 2. That Section 16, "Schedule of Uses and Off-Street parking Requirements", subsection A. "Schedule of Uses and Off-Street parking Established" of the City's Comprehensive Zoning Ordinance is hereby amended to add "Micro-Data Center", which is defined as "a facility with a maximum of 5,000 square feet of computer floor space, requiring less than $200 million in investment, or housing less than 40 server racks; and with a utility power demand of 5 mega-watts or fewer" to be an allowed use in a Commercial Zoning District provided that: 1) the Commercial Zoning District is located within the Interstate Highway 45 Overlay District and 2) the City Council approves a Specific Use Permit for said use.

SECTION 3. That all ordinances of the City of Rice, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Rice, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

SECTION 5. The Recitals of this Ordinance are fully incorporated herein as if fully written.

DULY PASSED by the City Council of the City of Rice, Texas, on the 13th day of August 2026.

APPROVED:

____
Christi Campbell, Mayor

ATTEST:

Tonya Roberts, City Secretary/Administrator

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY RICE, TEXAS GRANTING A SPECIFIC USE PERMIT ("SUP") TO ALLOW EG AI CORP ("APPLICANT") THE USE OF A "MICRO-DATA CENTER" ON PROPERTY ZONED COMMERICAL AND LOCATED ON A TRACT A BEING GENERALLY LOCATED AT 800 NW MCKINNEY STREET, RICE, TEXAS 75155 AND LOCATED WITHIN THE INTERSTATE HIGHWAY 45 OVERLAY DISTRICT IN THE CITY OF RICE, TEXAS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" OF THIS ORDINANCE; PROVIDING SEVERABILITY, REPEALING AND SAVINGS CLAUSES; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY OF A FINE NOT TO EXCEED TWO THOUSAND DOLLARS ($2000.00) FOR EACH AND EVERY OFFENSE; PROVIDING AN EFFECTIVE DATE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council, finding the City of Rice, Texas is a type A general law municipality located in Navarro County, created in accordance with the provisions of Chapter the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council, finding that an application was made requesting the issuance of a Specific Use Permit ("SUP") by making application for same with the City Council of the City of Rice, Texas, as required by the Zoning and Enabling Act of the State of Texas, the Rice Code of Ordinances and Rice Zoning Ordinance, and all legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Rice, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the City of Rice, Texas at two public hearings called by the City Council did consider general land use planning factors in making a determination as to whether this SUP should be granted or denied; and

WHEREAS, the City Council, finding all of the requirements of the Rice Zoning Ordinance has been satisfied by the submission of evidence at a public hearing; and

WHEREAS, the City Council, finding the tract of land is in the City of Rice, Navarro County, Texas, being generally located at 800 NW McKinney Street, Rice, Texas 75155, (the "Property") and which is more particularly described as a metes and bounds in Exhibit "A", adopted herein for all purposes; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Rice to grant the Special Use Permit, and that such grant will not be detrimental to the public welfare, safety or health.

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

SECTION 1. Findings Incorporated. The findings set forth above in the recitals are incorporated into the body of this Ordinance as if fully set forth herein, as well as the recitals.

SECTION 2. Specific Use Permit Granted. Applicant is granted an SUP to allow a use on the Property for a Micro-Data Center, as that is described by the City's Comprehensive Zoning Ordinance, and which is currently zoned Commercial, and located within the City's Interstate Highway 45 Overlay District, and which zoning is changed to Commercial with an SUP for Micro-Data Center use. Property details, specifically, the metes and bounds are more fully and completely described on the attached Exhibit "A" attached hereto and incorporated by reference for all purposes. A condition of granting this Special Use Permit is that the Applicant and owner must abide by each of the following:

1. All development, construction, improvement, renovation, repair, maintenance, and use of all structures, utilities, appurtenances, facilities, and improvements on the Property shall conform to and comply with all building, paving and fire codes, accessibility requirements, and all City, State and Federal laws and regulations.
2. The landscaping, if any, shall be maintained and kept in a clean and sanitary manner, trimmed and aesthetically pleasing in accordance with all City ordinances.

SECTION 3. Failure to Comply/Expiration/Transferable. All terms of the Special Use Permit, as amended herein, shall be complied with. This Special Use Permit will be declared null and void and of no force and effect if or for:

1. Any failure to comply with any term or condition of this Ordinance or the Zoning Ordinance, as it exists or may be amended;
2. The improvements or Property regulated by the Special Use Permit are enlarged,

modified, structurally altered or otherwise significantly changed unless a separate special use permit is granted therefor;

3. This SUP was obtained by fraud or deception; or
4. As otherwise permitted by law, this Ordinance and/or the City's Zoning Ordinance, as they exist or may be amended.
5. As otherwise permitted by law, this Ordinance and/or the City's Zoning Ordinance, as they exist or may be amended.

This SUP is issued to the Applicant and is not assignable or transferable.

SECTION 4. Correction of Official Zoning Map. The City Secretary is hereby directed to correct the official zoning map of the City of Rice, Texas to reflect there herein granted SUP.

SECTION 5. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Rice hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6. Penalty Provision. Any person, firm, corporation or entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each occurrence in violation of this Ordinance and/or each day the violation continues shall constitute a separate and distinct offense.

The penal provisions imposed under this Ordinance shall not preclude Rice from filing suit to enjoin the violation nor shall it preclude Rice from taking such other lawful action as is necessary to prevent or remedy any violation. Rice retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7. Effective Date. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases require.

SECTION 8. Termination of Specific Use. Consistent with State law and the City of Rice Zoning Ordinance, this SUP may be terminated by the City Council at any time based upon violation of this SUP adopting ordinance, the vote of the City Council. State laws or other local ordinances.

SECTION 9. Expiration of SUP. This SUP shall become null and void if and when the approved use suspends operation for six or more consecutive months.

PASSED AND APPROVED BY THE CITY COUNCIL this 24th day of June 2025.

APPROVED:

____
Christi Campbell, Mayor

ATTESTED:

____
Tonya Roberts, City Secretary/Administrator

RESOLUTION NO. ________

A RESOLUTION OF THE CITY OF RICE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF RICE, TEXAS AND EG AI CORP FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT, AND AUTHORIZING EXECUTION BY THE MAYOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed tax abatement agreement between the City of Rice, Texas and EG AI CORP providing for a property tax abatement for certain improvements, a copy of which is attached hereto and incorporated herein by reference (hereinafter called "AGREEMENT"); and

WHEREAS, upon full review and consideration of the AGREEMENT, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute it on behalf of the City of Rice;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICE, TEXAS:

Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the City Council of the City of Rice and found to be acceptable and in the best interest of the City of Rice and its citizens, are hereby in all things approved.

Section 2. The Mayor is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the City of Rice, substantially according to the terms and conditions set forth in the AGREEMENT.

Section 3. That this approval and execution of the AGREEMENT on behalf of the City of Rice is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

Section 4. This Resolution shall become effective from and after its passage.

PASSED and **APPROVED** on this the **13th** day of **August, 2026.**

____
Christy Campbell, Mayor

ATTEST:

____
Tonya Roberts, City Administrator

APPROVED AS TO FORM:

____
Michael Halla, City Attorney

STATE OF TEXAS §

COUNTY OF NAVARRO §

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between THE CITY OF RICE, TEXAS, a home rule city and municipal corporation of Navarro County, Texas, acting herein by and through its Mayor and hereinafter referred to as CITY, and EG AI CORP, acting by and through the authorized representatives, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 14th day of May, 2026, the City Council of CITY passed an Ordinance (the "ORDINANCE") establishing Enterprise Zone/Reinvestment Zone 26-0001 (the "REINVESTMENT ZONE") in the CITY for commercial/industrial tax abatement as authorized by Chapter 312, Texas Tax Code; and

WHEREAS, the CITY has previously adopted a Tax Abatement Policy (the "Tax Abatement POLICY"); and

WHEREAS, the Tax Abatement Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by CITY as required by Chapter 312, Texas Tax Code; and

WHEREAS, CITY has adopted a Resolution on May 14, 2026 stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, CITY has sent written notice that CITY intends to enter into this AGREEMENT, including a copy of this AGREEMENT, to the presiding officer of the governing body of each other taxing unit in which property to be subject to this AGREEMENT is located, as required by Section 312.2041 of the Texas Tax Code; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment base of the Rice area to the long term interest and benefit of the CITY, it is in the best interest of the taxpayers for the CITY to enter into this Agreement in accordance with the Ordinance, the Tax Abatement Policy, and the Texas Tax Code; and

WHEREAS, OWNER owns the real property described by metes and bounds and by map on Exhibit "A", and Exhibit "B" attached hereto and incorporated herein by reference (the "Property" and intends to make certain Improvements (as defined below) to the Property; and

WHEREAS, the contemplated use of the Property, the contemplated Improvements to the Property in the amount as set forth in this Agreement, and the other terms hereof are consistent with encouraging development of the Reinvestment Zone in accordance with the purposes for its creation and are in compliance with the Tax Abatement Policy.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

I.
DEFINITIONS

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

1.1 "Estimated Tax Value" means the estimated depreciated Tax Net Book Values applicable to the real property improvements comprising the Investment described in Paragraph 2.2 below, as scheduled on Exhibit "D" attached hereto and incorporated herein by reference. For reference purposes, the Estimated Tax Values scheduled on Exhibit "D" are determined using the Navarro Central Appraisal District's appraisal guidelines in effect as of the date of this Agreement.

1.2 "Event of Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

1.3 "Force Majeure" means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot; civil commotion, insurrection, adverse weather, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires; explosions or floods, and strikes.

1.4 "In Service Project Cost" means the initial project cost of the Improvements identified and defined below, as of the date such Improvements are first placed into service by OWNER

1.5 "Tangible Personal Property" means tangible personal property classified as such under state law and hereafter located on the Property, but expressly excludes inventory and supplies, and any tangible personal property that was located in the Reinvestment Zone at any time before the date of this Agreement.

1.6 "Taxable Value" means the appraised value as certified by the Navarro County Appraisal District as of January 1 of a given year.

Other terms defined elsewhere in this Agreement shall have the meanings therein ascribed to those terms.

II.
OWNER'S OBLIGATIONS

2.1 The property to be the subject of this Agreement shall be the Property described herein in Exhibits A and B.

2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property and personal property acquisitions as described in Exhibit "C" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a minimum total taxable value of at least $50,000,000, more specifically defined as a minimum total taxable value of at least $50,000,000 in real property improvements and in Tangible Personal Property improvements to be added (hereinafter collectively referred to as the "Investment"). On or before January 1, 2027, OWNER shall substantially complete all Improvements and cause an increase in Taxable Value as shown in Exhibit D. On or before January 1, 2027, OWNER shall maintain a minimum of 36 full-time equivalent jobs as described in Exhibit F at the Property and OWNER shall maintain such jobs at the Property throughout the Term of this Agreement. Notwithstanding the foregoing deadlines, OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2 as may reasonably be required in the event of Force Majeure if OWNER is diligently and faithfully pursuing satisfaction of the applicable obligation. The date of substantial completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the CITY.

2.3 As good and valuable consideration for this Agreement, OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. OWNER further covenants and agrees that all construction of the Improvements and use of the Property will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof). In further consideration, OWNER agrees and covenants that it will continuously operate, maintain and occupy the Property as a manufacturing facility from the date of Certificate of Occupancy is issued until expiration of the Term of this Agreement.

2.4 OWNER further agrees that the CITY, its agents and employees shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof). After completion of the Improvements, the CITY shall have the continuing right to inspect the Property, upon not less than ten (10) days prior written notice, to ensure that it is thereafter maintained, operated and occupied in accordance with this Agreement throughout the Term of this Agreement. In addition, the OWNER agrees that appraisal district representatives shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, for the purpose of ad valorem property tax appraisal for all real property and improvements to real property, tangible personal property, inventory and equipment.

2.5 OWNER agrees that it will register all permanent jobs with the Texas Workforce Commission and that all contractors shall be encouraged to seek qualified workers through the Texas Workforce Commission. [Note: this provision is required by Section 8.02(j) of the CITY's Tax Abatement Policy].

III.
ABATEMENT OF TAXES

3.1 Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the CITY, a portion of ad valorem real property taxes from the Property, and a portion of taxes for Tangible Personal Property in place at the Property on January 1st of each year, that are otherwise owed to the CITY, shall be abated. Said ad valorem real property tax abatement/freeze shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible

Property, after installation of the real property improvements contemplated by Paragraph 2.2, over the value of the Property in the year in which this Agreement is executed; and said Tangible Personal Property tax abatement shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Tangible Personal Property Improvements contemplated in Paragraph 2.2, over the value of in place Tangible Personal Property in the year in which this Agreement is executed; all subject to, and in accordance with, the terms of this Agreement, the Tax Abatement Policy, Chapter 312, Texas Tax Code, and all applicable state and local regulations (or valid waiver thereof). The percentage (%) level of tax abatement for both Real Property Improvements and Tangible Personal Property during the foregoing ten (10) year terms shall be as described below in "Table 3.1, Tax Abatement Schedule."

Table 3.1 Tax Abatement Schedule For Real Property Improvements and Tangible Personal Property Added	
Year of Abatement	**Level (%) of Tax Abatement**
1	50
2	50
3	50
4	50
5	50
6	50
7	50
8	50
9	50
10	50

The tax abatement for Tangible Personal Property will apply only to the Tangible Personal Property added to the Property after this Agreement is executed. Notwithstanding the forgoing, the OWNER shall have the right to protest and/or contest any assessment of the Property over and above the minimum Investment as required by this Agreement.

3.2 Said abatement(s) shall extend for a period of ten (10) years, as applicable, to the real property and the Tangible Personal Property tax abatement, with each such tax abatement beginning with the tax year on January 1, 2027, and shall remain in effect during the Term of this Agreement as long as the OWNER (a) incurs the minimum Taxable Value as shown in schedule on Exhibit D for the Investment as contemplated under Paragraph 2.2; (b) maintains minimum Taxable Values for the real property improvements and the Tangible Personal Property improvements comprising the Investment each year during the Term of this Agreement at least equal to the Estimated Tax Values for each item as scheduled on Exhibit "D"; (c) maintains a minimum of 36 full-time equivalent jobs, as shown in Exhibit F at the Property; and (d) otherwise satisfies all of the terms, conditions, and obligations of this Agreement.

3.3 It is understood and agreed among the parties that the Property shall be appraised at market value for the purposes of the applicable real and personal property tax assessments effective as of January 1, 2025, and continued at market value until the expiration of the Term of this Agreement.

IV.
TERM OF THE AGREEMENT

4.1 The term of this Agreement (the "Term") shall begin on the date of this Agreement and end upon completion of the final abatement year.

4.2 Prior to October 1st of each year during the Term of this Agreement, OWNER shall certify to the governing body of the CITY and each taxing unit that OWNER is in compliance with all of the terms and conditions of this Agreement.

V.
DEFAULT AND RECAPTURE OF ABATED TAX

5.1 In the event that (a) OWNER fails to incur the minimum In Service Project Cost of at least 50,000,000 dollars for Investment, as contemplated under Paragraph 2.2 and for which an abatement has been granted, or the Improvements otherwise are not completed in accordance with this Agreement; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property Improvements comprising the Investment at least equal to the Estimated Tax Values for each item as scheduled on Exhibit "D"; (c) OWNER fails to maintain throughout the Term of this Agreement a minimum of 36 full-time equivalent jobs, as shown in Exhibit F at the property; (d) OWNER allows its ad valorem taxes owed the CITY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; (e) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (f) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, the OWNER shall be in default of this Agreement.

5.2 In the event of default, CITY shall give the OWNER written notice of such default and, if the OWNER has not cured such default within sixty (60) days after said written notice, this Agreement may be terminated by the CITY. If the CITY terminates this Agreement in the event of default, OWNER shall repay to the CITY all taxes which otherwise would have been paid to the CITY without the benefit of abatement during the Term of this Agreement, together with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code (but without the addition of penalty), reasonable attorney's fees, and costs. Such amounts shall be due, owing, and payable to the CITY within sixty (60) days after the expiration of the above mentioned 60-day cure period. The parties acknowledge that CITY will suffer damages in the event of OWNER's default under this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine. OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.

5.3 It is expressly acknowledged and agreed between the parties that the CITY shall have the right to place a tax lien against the Property pursuant to Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes abated and subject to recapture under this Agreement, together with all other amounts payable hereunder. Any such lien may be fully enforced pursuant to the provisions of the Texas Tax Code. Also, to collect any amounts payable hereunder, the CITY shall have all other remedies provided generally in the Tax Code for the collection of delinquent property tax.

VI.
GENERAL PROVISIONS

6.1 The CITY represents and warrants that the Property does not include any property that is owned by a member of the City Council approving, or having responsibility for the approval of this Agreement.

6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by OWNER without the prior written consent of the CITY, such consent to be at the sole discretion of the CITY; provided, however, that upon written notice to the CITY, OWNER may assign its rights under this Agreement to a wholly owned subsidiary of OWNER, subject to OWNER remaining liable for all of its obligations hereunder.

6.3 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the CITY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the CITY therefrom. It is further understood and agreed among the parties that the CITY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the CITY agrees to indemnify and hold harmless the OWNER therefrom.

6.4 Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and given by mail, shall be deemed delivered as of the date personally delivered or three days after deposit in the United States mail:

For CITY by notice to:
City of Rice, Texas
Attention: City Administrator
Rice Government Center
305 N. Dallas Street
Rice, Texas 75115

For OWNER by notice to:
EG AI Corp.
Doris LN 3809
Round Rock, TX 78664

Any party may change the address to which notices are to be sent by giving the other party written notice in the manner provided in this Section.

6.5 This Agreement constitutes the entire and final expression of the agreement of the parties hereto with respect to the subject matter hereof. This Agreement can be modified or amended only by a written agreement executed by both parties.

6.6 If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.

6.7 This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law rules. This Agreement is performable in Navarro County, Texas. Exclusive venue for any litigation related to, or arising out of, this Agreement shall lie in Navarro County, Texas.

6.8 In this Agreement, time is of the essence.

6.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.10 This Agreement was authorized by resolution of the City Council at its regularly scheduled meeting on the 14th day of May, 2026, authorizing the Mayor to execute the Agreement on behalf of the CITY.

6.11 This AGREEMENT was entered into by Dennis Finster CEO, pursuant to authority granted by its Directors/Members/Owners on the 15th day of April, 2026.

6.12 This AGREEMENT shall constitute a valid and binding agreement between the CITY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

Witness our hands this **14th** day of **May, 2026.**

APPROVED:

CITY OF RICE

By: ______________________________
Christy Campbell, Mayor

ATTEST:

____
Callie Driggars, Interim City Administrator

APPROVED AS TO FORM:

____
Michael Halla, City Attorney

By: ______________________________

Name:
Title:

EXHIBITS ATTACHED:

- A Survey and Description of Property
- B Overhead Map of Property
- C Application for Tax Abatement
- D Estimated Tax Value Schedule
- E Environmental Impact Letter to City
- F Schedule of Employment

Exhibit A

Legal Description

BEING all that certain lot, tract or parcel of land situated in City of Rice, Navarro County, Texas, and being part of the T.M. Rowe, Survey, Abstract 680, as evidenced by the deed to Bates Living Trust and recorded in Volume 2020, Page 7571 of the Official Public Records of Navarro County, Texas and being more particularly described as follows:

BEGINNING at the north corner of said Bates tract, the east corner of the Mark Reynolds Life Estate tract as recorded in Volume 2023, Page 8595 of said Public Records and on the southwest line of McKinney Street (I.H. 45 SERVICE ROAD) a 1 inch iron rod found for corner;

THENCE S 28° 55'58" E, along said southwest line, a distance of 245.27 feet to the north corner of the Moses P. Garcia Jr. tract as recorded in Volume 2024, Page 3753 of said Public Records, a 5/8 inch iron rod with cap stamped "MAYO-WRIGHT" set for corner;

THENCE S 67° 29'52" W. along the common line of said Bates and Garcia tracts, a distance of 983.52 feet to the west corner of said Garcia tract and on the northeast line of Reynolds Street, a 60d nail set for corner;

THENCE N 25° 30' 54 ' W, along said northeast line, a distance of 197.93 feet to the south corner of said Reynolds tract, a ¾ inch rod found for corner;

THENCE N 64° 46'06" E, along the common line of said Bates and Reynolds tracts, a distance of 967.55 feet to the POINT OF BEGINNING and containing 215604.575 square feet or 4.9496 acres of land within these metes and bounds as recited.

Exhibit B

Aerial Map of Property

EXHIBIT C

APPLICATION FOR TAX ABATEMENT

Instructions: Please print or type. Submit the completed and signed original copy of the Application for Tax Abatement with attachments to: The City of Corsicana Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110

1. Date: 3/2/2026

2. Name of Firm, Partnership or Corporation and mailing address

Please print or type: EG AI Corp.
Doris LN 3809
Round Rock, TX. 78664

2a. Have you received a previous tax abatement from the City of Corsicana? No (YES/ NO)

2b. If yes, when? N/A

3. Number of new full time employees to be added: 25-125
*(*A minimum of 15 new, full-time [e.g. 40 hours/week] jobs are required.)*

4. Number of acres of property to be developed: 5.284

4a. Plat of property and Development or Site Plan attached? yes (YES/ NO)
(Official Property Survey with metes and bounds required)

5. Estimated value of existing real property to be developed: $ 500,000

6. Estimated value of real property improvements: $ 4.5m - 22.50m
(A minimum $500,000.00 investment required, unless otherwise approved by City Council)

7. Estimated value of existing inventory: $ 0

8. Estimated value of inventory to be added: $ 0

9. Estimated value of existing personal property: $ 0

10. Estimated value of taxable personal property improvements: $ 45m - 225m

11. Total estimated value of new taxable investment to be made (Total of Items # 6, 8 & 10): $ 50m-250m

12. Description of real property improvements to be made:

The initial phase of the project represents an estimated capital investment of approximately $50 million, including land development, buildings, power infrastructure, cooling systems, network connectivity, and advanced GPU computing hardware required for high-density AI workloads.

12. Description of Public Services available for project development and new facilities and / or services required.

Water:	Final connection requirements and capacity will be coordinated during the engineering and permitting phase.
Wastewater:	Final configuration TBD
Railways:	Not required for the planned data center operations.
Natural Gas:	Current project operations are primarily electricity-based. Final requirement TBD.
Electricity:	The project is planned to require approximately 2.5 MW of electrical capacity to support the initial phase of the data center operations and associated infrastructure.

13. One Year Development Schedule for all improvements.

1st Quarter:	Final project planning, engineering design, permitting process initiation, and coordination with local utility providers.
2nd Quarter:	Site preparation, initial infrastructure work, and commencement of construction activities.
3rd Quarter:	Primary building construction, installation of electrical infrastructure, and preparation for technical equipment installation.
4th Quarter:	Installation of data center equipment and supporting systems, testing and commissioning of infrastructure, and preparation for operational launch.

** Qualification for pro-rating new employees is determined on a case-by-case basis.*

APPLICATION FOR TAX ABATEMENT (Page 2)

14. Expected impact on the Corsicana Independent School District.

    See the attached one page summary, and the detailed Impact Analysis.

15. Expected benefit to the local economy.

    See the attached one page summary, and the detailed Impact Analysis.

16. Estimated annual payroll of new employees.

    2mm year one - The initial phase of the project is expected to create approximately 25 full-time operational and technical positions. As the facility expands and additional investment phases are implemented, the project could support the creation of approximately 125 full-time jobs

17. Description of product to be manufactured or distributed.

    EG AI Corporation intends to develop and operate a high-performance artificial intelligence and GPU computing data center in Rice, Texas. The facility will provide infrastructure for large-scale artificial intelligence workloads, machine learning applications, and GPU-as-a-Service computing platforms serving customers in the United States and internationally.

18. Expected productive life of all real property improvements.

    50 yrs

19. Identification and quantity of all Pollutants and Emissions:

TYPE	QUANTITY
AIR:	None
NOISE:	None
SOLID WASTE:	None
WASTEWATER:	None

20. Certification of no materially adverse environmental impact as a result of the improvements and operations	Yes
21. Project in compliance with relevant zoning requirements.	Yes
22. Reasonable proof of financial ability.	Yes
23. References from past communities, if applicable.	No

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

sign here > D Pintz

Phone: | Date: 3/2/2026

Submitted By	(Please Print)
Name:	Kara Clore
Title:	Strategy Consultant Group
Date:	March 18, 2026

Received by the City of Corsicana	
Name:	
Title:	
Date:	

For assistance in completing this form call the City of Corsicana, Texas - 903.654.4806. An Equal Opportunity Employer.

The City of Corsicana Economic Development Department
200 North 12th Street, Corsicana, Texas 75110

EXHIBIT D

Estimated Tax Value Schedule

Year	Land	Buildings and Other Real Property Improvements	Furniture, Fixtures, and Equipment	Total
1	$500,000	$4,500,000	$45,000,000	$50,000,000
2		$500,000	$40,000,000	$40,500,000
3		$500,000	$40,000,000	$40,500,000
4		$500,000	$40,000,000	$40,500,000
5		$500,000	$40,000,000	$40,500,000
6				$0
7				$0
8				$0
9				$0
10				$0
Total	$500,000	$6,500,000	$205,000,000	$212,000,000

EXHIBIT E

March 11, 2026

Callie Driggars, TRMC

Interim City Administrator

City of Rice
305 N Dallas Street
Rice, TX 75755
Phone: 903-326-7500

AI Corp.

Re.: EG AI Corp. Data Center Confirmation of Environmental Compliance

Mrs. Driggars:

On behalf of EG AI Corp. I am writing you to confirm that the Company's planned development of a new data center facility in Rice, Texas will have no unacceptable environmental impact to the project site or the surrounding area, and that we will comply with all applicable EPA, TCEQ, Texas State, County, Texas, and local codes, guidelines, and environmental regulations. Further, we wish to assure you that our state-of-the-art immersion-cooled technology is practically silent, resource-efficient, and does not produce emissions or discharges of any kind. We will not produce air, noise or wastewater (that is not captured in the sewer/septic systems), and our only solid waste will be refuse from employee meals, basic office trash, and packing materials from occasional shipments of parts and servers.

Should you have any questions or require any further assurances regarding our planned facility's compliance with all applicable EPA, TCEQ, Texas State, County, and local codes, guidelines, and environmental regulations, please do not hesitate to contact us via email to dennis.finster@egai.us.

Thank you,

D. Finstz

Dennis Finster
Chief Executive Officer,
EG AI Corp.

EXHIBIT F

Schedule of Employment

Year	New Employees To Be Hired Each Year
1	8
2	7
3	7
4	7
5	7
6	0
7	0
8	0
9	0
10	0
Total	36

FIRST AMENDMENT TO TEXAS TOWING AND CITY OF RICE, TEXAS CONTRACT FOR TOWING SERVICES

WHEREAS, the City of Rice, Texas entered into an agreement for towing services with Texas Towing; and

WHEREAS, the contract called for the inclusion of a ten dollar ($10.00) administrative fee for any vehicle impounded by the Rice Police Department; and

WHEREAS, it is prudent, a practice of good business, orderly government and in the best interests of the citizens of Rice, Texas to execute this First Amendment to the Agreement to increase the administrative fee to fifty dollars ($50.00).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree to modify and amend the existing agreement as follows:

The administrative fee for any vehicle impounded by the Rice Police Department shall be fifty dollars ($50.00) for each vehicle so impounded.

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE DATE OF THE LAST PARTY TO SIGN BELOW:

CITY OF RICE, TEXAS

By: ____________________________
Christi Campbell, Mayor
Date: ____________

TEXAS TOWING

By: ____________________________
____
Date: ____________

xplor recdesk

SERVICES AGREEMENT

This Software-as-a Services (SaaS) Agreement is made as of the date of the last signature ("Execution Date") by and between **RecDesk LLC.**, having its principal address at 300 Plaza Middlesex, Middletown, CT 06457 ("RecDesk," "Licensor," "we," "our," "Provider", or "us") and **Rice City Hall, TX** ("Customer," "Licensee," "you" or "your") whose principal address is **PO Box 97Rice, Texas 75155**. Each a "Party," and collectively, the "Parties". This Services Agreement, including all attachments, schedules, exhibits or Addenda referenced herein, shall collectively comprise the "Agreement" between You and Us. Terms not defined below shall have the meanings as set forth in Section 1 of the **Terms of Service**.

1. **PRIMARY TERM.** Primary Term of this Agreement shall align with the current Customer term dates for thirty-six (36) months. . Thereafter, the Agreement shall automatically renew for additional one (1) year periods (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.
   - **a.** TERM DATES:

Start Date	End Date
10/01/2026	09/30/2029

2. **SERVICES & FEES.** Services and Fees are set forth in Section 5 of Terms of Service **"FEES; PAYMENT TERMS"** included and made part of this Agreement. All Fees will be due 60 days following invoice receipt.

3. **TAX EXEMPTION.** Please mark the appropriate box.

☐ **YES**	Yes, we are exempt. If yes, please provide a certificate or other documentation.
☐ **NO**	No, we are not exempt.

4. **PAYMENT SERVICES.**

☐ **INCLUDED**	Customer is selecting RECDESK to provide Payment Services and will enter into a separate Sub-Merchant Agreement with us, as the payment facilitator.
☐ **NOT INCLUDED**	Customer will be handling its own payment processing and payment services on its own or through another third-party payment services provider. We consider these services to be Third-Party Services for which we are not responsible or liable.

5. **TERMS OF SERVICE.** Customer has received, understands and agrees to the RECDESK Terms of Service, which are included and made part of this Agreement.

6. **PRIVACY & SECURITY.** Customer has received, understands and agrees to the RECDESK Privacy Statement.

7. **ADDITIONAL ADDENDA.** The following Addenda are included and made part of this Agreement:
   a) Terms of Service
   b) Service Level Agreement (Software)

IN WITNESS WHEREOF, the parties signing below have read and understand the terms and conditions of this Agreement, including any and all additional addenda or attachments. They represent and warrant that they are authorized to execute this Agreement on behalf of the applicable organization and that, upon execution, this Agreement is enforceable against that party in accordance with its terms. The parties hereto have caused this Agreement to be executed as of the **_____day _______, 20______("Execution Date").**

Customer:	**RecDesk, LLC**
Signature:________________________________ By: ___________________________(Print Name) Its:_________________ (Title) Date:_________	Signature:_________________________________ By: Patrick Hayden_______________ (Print Name) Its: President__________ (Title) Date:_________

xplor recdesk

TERMS OF SERVICE

1) DEFINITIONS. Capitalized terms used but not otherwise defined in these Terms of Service will have the meaning ascribed to such terms in the Services Agreement or other applicable Addenda.

- **"Addendum"** or **"Addenda"** means a document added to the Agreement containing new or supplemental terms.
- **"Agreement"** means the Services Agreement and any attachments, schedules or exhibits referenced therein, which could include the Quote, Privacy Policy, Terms of Service, Service Level Agreement, Statement of Work, Sub-Merchant Agreement, or any later-signed Addenda.
- **"Billing Period"** means the period of time covered by a single recurring dues fee for Services. Recurring fees will be based on contract execution date. Unless otherwise noted, a Billing Period will be billed in advance and will cover a period of one (1) year.
- **"Cardholder Data"** is a subset of Customer Data and generally includes a Patron's name, billing address, credit card number, expiration date and CVV code.
- **"Confidential Information"** means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which the recipient knows or has reason to know is regarded by the disclosing party as such, including information disclosed orally. "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release with the disclosing party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.
- **"Customer"** is a RECDESK customer. The Customer is the individual, organization, business entity, non-profit, or municipality contracting with us to receive Services as more specifically identified in the Services Agreement. Customer may also be referred to in the Agreement as "you," "your" or "Licensee."
- **"Customer Data"** is the content, information or data which you, your End Users and/or your Patrons enter into the Software associated with our Services. Customer Data may include Patron Data, among other types of data.
- **"End Users"** are your authorized users of the Software associated with our Services. Those licenses associated with a Customer's concurrent End Users will be listed in the Quote.
- **"Execution Date"** shall have the meaning as set forth in the Services Agreement.
- **"Fees"** mean any and all fees associated with the use of our Services, including (but not limited to) Software Fees, Support Fees, any fees associated with our Payment Services, and/or any fees associated with Professional Services, as well as any other fees or charges permitted by the Agreement. Fees may be recurring, non-recurring, or one-time, as more specifically described in the Quote. One–time fees (training on-site, etc.) will be billed on an as-used basis.
- **"Fully Executed"** means when all parties have signed the agreements.
- **"Initial Term/ Primary Term"** is the contract term period for Services, as described in the Services Agreement.
- **"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- **"Negative Accrual"** occurs where the total liabilities associated with your account exceed the total available funds in the account during a given remit cycle.
- **"Quote"** means the schedule in the Agreement which itemizes and describes the Services we are willing to provide to you and any specific fees you are agreeing to pay us for such Services.
- **"Patron Data"** means information about Patrons entered into the Software by you, your End Users or your Patrons. Patron Data may include (but is not limited to) personally identifiable information and/or Cardholder Data.
- **"Payment Services"** means the payment and billing-related services that we may provide to you under the Agreement. Payment Services may be described in the Quote or in a separate Addendum, and your receipt of Payment Services requires that you enter into a separate Sub-merchant Agreement with us.
- **"Professional Services"** are any professional services provided outside of our initial unconfigured install of the Software associated with our Services. Professional services may include consulting, custom development work, implementation, supplemental or onsite training, remote training, or projects which generally fall outside the scope of the Agreement. Unless otherwise agreed, Professional Services will be documented under a separate Statement of Work and signed by the Parties.
- **"Services"** mean any and all of those products and/or services offered by us to you under the Agreement. Services may include products or services related to software, hosting, hardware, implementation, support, training and/or payments. A specific itemization of Services can be found in the Quote.
- **"Services Agreement"** means the contract between you and us for Services. The Services Agreement, together with any attachments, schedules or exhibits referenced therein, is broadly referred to as the "Agreement" between you and us.
- **"Software"** means our proprietary technology software and any and all associated modules, websites, third party integrations and/or mobile applications (if applicable).
- **"Community Portal Page"** means the main landing page for RecDesk. The Community Landing Page will have buttons, images, and links to other areas within RecDesk. It's the starting page from which a customer will navigate to all other programs, available activities, classes, etc.
- **"Sub-Merchant Agreement"** means our Sub- Merchant Application and Agreement and Payment Service Terms and Conditions, which govern the terms and conditions under which we are willing to provide our Payment Services.
- **"Support Fees"** mean those fees associated with our Support Desk, which enables customer support through live channels like phone and chat. We may charge Support Fees monthly or annually or as more specifically described in the Quote.
- **"Renewal Term"** means the period which immediately follows the expiration of the Initial Term or Primary Term, as described in the Services Agreement.
- **"Team"** includes RECDESK's employees, officers, directors, owners, attorneys, affiliates or representatives.
- **"Term"** means the term for Services and includes both the Initial Term or Primary Term, and any Renewal Terms, as applicable.
- **"RECDESK"** means RecDesk, LLC, successors, and assigns. RECDESK's business address is 300 Plaza Middlesex, Middletown, CT 06457. RECDESK may also be referred to in the Agreement as "Licensor," "we," "our," "Provider," or "us."

2) ACCEPTANCE.

You accept the terms of the Agreement when you (a) click-sign your acceptance to an online version of the Services Agreement; (b) sign a hardcopy of the Services Agreement; and/or (c) access the Services or otherwise accept the benefits of Services. **You expressly acknowledge that the person accepting the Agreement on your behalf has the proper legal authority to bind you as the Customer.**

3) **GRANT OF RIGHTS.**

a) **Grant of Rights by RECDESK.** Upon the Effective Date, and subject to your timely payment of Fees and remaining in compliance with the Agreement, we grant to you a limited term, worldwide, non-exclusive, non-transferrable, non-assignable license to access and use our Services, including the Software, during the Term solely for the lawful operation of your business. The licensed rights described herein shall be limited to End Users authorized by you to access and use the Software, and your Patrons who have a legitimate right to access and use your products and/or services. The licensed rights conferred herein do not constitute a sale and do not convey to you or any third party any right of ownership in or to our Services, including the Software, or any of our Intellectual Property Rights. Upon termination of the Agreement for any reason, any rights granted by us to you will automatically and without notice terminate. The method and means of providing the Services shall be under our exclusive control, management and supervision, although we will try to give your specific requests due consideration. Any rights not specifically granted under the Agreement are expressly reserved.

b) **Grant of Rights by Customer.** Upon the Effective Date, and subject to our remaining in compliance with the Agreement, you grant to us a limited term, worldwide, non-exclusive license to access and use your Customer Data (including any Patron Data, as applicable) to deliver, monitor and maintain the Services in accordance with the Agreement. Any rights not specifically granted under the Agreement are expressly reserved. **We reserve the right to remove your Customer Data without notice for any breach, including without limitation, your non- payment of Fees.**

c) **Excess Use.** We will conduct annual reviews of subscription usage, beginning twelve months after implementation. If there is a material increase or decrease, we reserve the right to adjust prices accordingly at the end of the first 12 months of the initial or primary term, with prior written notice and supporting documentation.

d) **Prohibited Use.** You shall not use our Services in violation of the law, whether local, state or federal (including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute); to intentionally bypass a security mechanism in the System(s); to reverse-engineer the System(s), or any component thereof, regardless of the reason why; in a way that adversely impacts the availability, reliability or stability of the System(s), or any component thereof; to intentionally transmit material using the System(s) which contains viruses, Trojan horses, worms or some other harmful computer program; to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; to commit fraud; to transmit material that infringes on the intellectual property right of others; to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or in violation of this Agreement. Violation of this Prohibited Use policy may result in immediate suspension or discontinuation of Services, or legal action, which could result in civil damages or criminal punishment.

4) **TERM; TERMINATION.**

a) **Term.** You will be obligated to the Term as described in the Services Agreement, including any auto-renewal provisions.

b) **Termination for Cause.** Prior to expiration of the Initial or Primary Term, either you or we may terminate the Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) if the other party dissolves or ceases to do business in the ordinary course. If our termination of the Agreement is for cause, then you shall remain liable for any Fees covering the remainder of the Initial or Primary Term, or a Renewal Term, as applicable, after the effective date of such termination. Termination for cause will not preclude the non-breaching party from exercising any other rights or remedies permitted by law.

c) **Termination for Convenience (Without Cause).** Either Party may terminate without cause after providing a60-day advance written ***notice of intent to cancel*** before the end of the annual maintenance cycle date, and services will cease per the annual maintenance date..

d) **Termination Notice.** For termination to be considered effective, you must send your termination notice via email to support@recdesk.com or by writing to:

RecDesk LLC
Attn: Patrick Hayden
300 Plaza Middlesex
Middletown, CT 06457

WE WILL NOT ACCEPT TERMINATION NOTICES OR REQUEST VIA PHONE CALL OR PHONE MESSAGES. ALL TERMINATION NOTICES MUST BE IN WRITING.

5) **FEES; PAYMENT TERMS.**

Subscription Pricing	Fee Type	Quantity	Price	Subtotal
Subscription Contract Pricing	Annual	1	$3,638.25	$3,638.25
Add On Services	**Fee Type**	**Quantity**	**Price**	**Subtotal**
RecDesk Engage App	Annual	0	$0	$0
Bulk Email (20,000 allotment)	Annual	0	$600.00	$0
Access Control/API Integration	Annual	0	$1,500.00	$0
Musco Lighting/API Integration	Annual	0	$1,500.00	$0
RecDesk Payments MID Fees	Annual	0	$300.00	$0
Residency Enforcement Import	One Time	0	$1,500.00	$0
Custom Financial Extract	One Time	0	$1,500.00	$0
Custom Member Import	One Time	0	$1,500.00	$0
Data Extract	One Time	0	$1,750.00	$0
Year 1 Pricing Summary				**Totals**
Subscription Pricing				$3,638.25
Add On Services Pricing Subtotal				$0
			Year 1 Total	$3,638.25

a) **COLT Increase**. Subject to the availability of appropriated funds and in accordance with Texas Local Government Code § 271.903, After the FIRST TWELVE (12) MONTHS of the initial or primary term, all Fees shall be subject to a Cost-Of-Living and Technology ("COLT") enhancement increase not to exceed five percent (5%). RECDESK reserves the right to apply the COLT enhancement to any fees after the FIRST TWELVE (12) MONTHS of the initial or primary term AND at the start of each Renewal Term, in its sole and absolute discretion.

b) **Payment of Fees**. You agree to pay us all Fees permitted by the Agreement. Fees for specific Services are described in the Quote and will be billed annually, or as you and we may decide. All Fees are based on Services provided, not on your actual usage. Except as permitted by the Agreement, all Fees paid are non- refundable.

c) **Fee Commencement**. Upon the contract's execution, the initial invoice for the software subscription will be issued, **and payment will be due**. Contracts are considered fully executed when both parties have signed.

d) **Due Date; Late Fees; Interest**. Payment is due within 60 days from the date you receive our invoice (the "Due Date"), then we may charge you a late fee up to 5% of the total invoice. All payments are due in U.S. dollars. Unpaid balances owed to us will accrue interest at the rate of 1.5% per month.

e) **Error Reporting.** Please report any errors that you see on an invoice immediately. If you do not dispute a charge within 30 days after receiving it, you will be considered to have accepted the charge. Invoices are sent to the contact person on file. YOU ARE RESPONSIBLE FOR KEEPING ALL CONTACT INFORMATION CURRENT.

f) **Breach for Non-Payment of Fees.** Payment not made within 30 days of the Due Date will result in a breach of the Agreement and you will have twenty (20) days to cure. If payment is not received by the 51st day after the Due Date, we may suspend Services until all past due Fees are paid. If the account remains unpaid after sixty (60) days, you will be in default and the account will be deemed seriously delinquent. Upon default, all payments otherwise due to us under the Agreement will be accelerated and will be considered due and payable by you immediately, as of the date of default. We shall have no obligation to release any of your Customer Data until all outstanding Fees are paid in full. WE RESERVE THE RIGHT TO TAKE LEGAL ACTION ON ALL SERIOUSLY DELINQUENT ACCOUNTS.

g) **Taxes. (Not applicable to tax-exempt Organizations)**. We have no obligation to pay your taxes under any circumstances. Taxes may include value-added tax (VAT), a goods and service tax (GST), a sales tax, or use or withholding taxes assessed by a local, state, federal, provincial or foreign government entity (collectively, "Taxes"). Please make sure that you have taken appropriate steps to pay your Taxes.

h) We are obligated to comply with all valid tax liens or levies associated with your business. If we must pay Taxes on your behalf, you agree to reimburse us for any such payments within 30 days from your receipt of a special tax-related invoice.

6) **MODIFICATIONS.**

a) **Changing Services**. We reserve the right to change our fees and/or introduce new charges after the *initial or primary term*, with at least 30 days' prior notice to you, which notice may be provided by email. We will document any Service changes in an updated invoice which we will send to you for review. If you disagree with the Service change, as reflected in the invoice, please notify us immediately. If you pay the updated invoice, accept the benefits of any added Services, or fail to object to the updated invoice within 30 days after you receive it, we will consider you to have accepted the changes, which will be considered a valid modification of any Quote then in place (which will, in turn, update the Agreement automatically). If Customer does not agree to the change in fees, they may notify us in writing within seven (7) days' of the date of our notice of the increase in fees and terminate this Agreement.

b) **Other Changes to the Agreement**. Except as otherwise described in this Section, no modification of the Agreement will be binding unless in writing and manually signed by an authorized representative of the parties.

7) **CUSTOMER DATA.**

a) **Customer Data Generally**. You represent and warrant that you own or have appropriate rights to all of your Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data (including Patron Data, as applicable). Except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data.

8) **COMMUNITY LANDING PAGE**. Except for the template we provide, we disclaim all liability with respect to the RecDesk COMMUNITY LANDING PAGE including (but not limited to) compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, the Americans with Disabilities Act, or any other applicable federal or state laws or regulations relating to accessibility for persons with disabilities.

9) **CUSTOMER SUPPORT.** RecDesk provides phone support from 8AM-8PM EST at 1-800-325-7391. This is included as part of this agreement and there is no additional cost. We also provide for email support at support@recdesk.com. The system itself is monitored 24 x 7. Any service interruptions

trigger alerts and are dealt with immediately. Online Help and self-service documentation is available at https://recdesk.zendesk.com/hc/en-us

10) **PAYMENT SERVICES**. For Customers including payment services, the Payment Onboarding documents will include: RecDesk Payments Agreement, Terms and Conditions, Schedule A, and the Sub-Merchant Application/Agreement (SMAA). These documents will be included and made part of this Agreement.

11) **PROFESSIONAL SERVICES.** We reserve the right to provide you with an estimate of fees for Professional Services based on the approximate number of hours we think will be reasonably required to complete an engagement, multiplied by a fixed hourly rate. We will invoice you separately for cost overruns. To help you track and plan for any cost overruns, we will track our actual Professional Service hours and, upon written request, provide you with a weekly time report. Any specific details of an engagement for Professional Services should be described in a Statement of Work and signed by the parties. Any fees for Professional Services will be considered part of the Fees owed under the Agreement.

12) **OWNERSHIP RIGHTS.**

a) What Belongs to RECDESK. We reserve all title and interest to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to our Software and any splash page designs that we may create and/or maintain on your behalf and license to you.

b) What Belongs to Customer. With the exception of Patron Data (which remains the property of individual Patrons), you reserve all rights, title and interest to your Customer Data. You own all rights, title and interest to Customer trademarks, service marks and other intellectual property. We reserve the right to withhold, remove and/or discard your Customer Data without notice for any breach, including without limitation, your non- payment of Fees

13) **CONFIDENTIALITY. a)** A party (the "Receiving Party") shall not disclose the disclosing party's (the "Disclosing Party") Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required **(i)** in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or **(ii)** to establish a party's rights under this Agreement, including to make required court filings.

b) Each Party's obligations of nondisclosure with regard to Confidential Information are effective as of the Execution Date and will expire one year after the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

14) **PROTECTION OF EDUCATIONAL INFORMATION**. We understand and acknowledge that in the performance of our Services, we may have access to private and confidential information regarding students, parents, guardians, faculty, donors, employees, staff, alumni (collectively, "Educational Information") that may be covered by the federal Family Educational Rights and Privacy Act ("FERPA"), or similar state laws. We will not disclose, copy, or modify any Educational Information without your prior written consent, or unless otherwise required by law. We will notify you if we become aware of a possible unauthorized disclosure or use of Educational Information.

15) **CLIENT RESPONSIBILITY**. You shall be responsible for all liabilities arising out of your acts and omissions including any use of RecDesk's software and products.

16) **WARRANTIES; DISCLAIMERS**.

a) **Limited Software Warranty.** Provider warrants that, during the applicable Subscription Term, and when used by Customer in accordance with this Agreement and applicable Software documentation, the Software will materially conform to the descriptions provided by Provider. Customer must notify Provider in writing of any alleged breach of this warranty within thirty (30) days after Customer discovers the alleged nonconformity and must provide reasonable information and cooperation to permit Provider to evaluate and address the issue. Provider will have thirty (30) days from receipt of notice to correct or otherwise cure the nonconformity. Customer's sole and exclusive remedy, and Provider's entire liability, for breach of this warranty is, at Provider's option, to: (a) use commercially reasonable efforts to correct the nonconformity; or; (b) if Provider determines that correction is not commercially reasonable, terminate the affected Subscription and refund any prepaid, unused Subscription Fees for the affected portion of the Software.

This warranty does not apply to nonconformities resulting from:

(i) misuse, negligence, or unauthorized modification by Customer or its Authorized Users;

(ii) use of the Software other than as expressly permitted under this Agreement;

(iii) Customer's systems, networks, data, or third-party products or services not provided by Provider; or

(iv) Provider's compliance with Customer-provided specifications, configurations, or instructions.

b) **No Malicious Code Warranty.** Provider warrants that it will use commercially reasonable efforts designed to ensure that the Software, when initially provided by Provider for use in the hosted service environment (or, if applicable, as delivered to Customer), does not contain any virus, worm, trojan horse, ransomware, or other malicious code intended to materially damage, disable, or disrupt Customer's systems or data. Customer must notify Provider in writing of any alleged breach of this warranty within thirty (30) days after Customer discovers the malicious code. Upon receipt of such notice, Provider will use commercially reasonable efforts to remediate the malicious code. If Provider is unable to remediate the malicious code within a reasonable period, Customer may terminate the affected Subscription and Provider will refund any prepaid, unused Subscription Fees for the affected portion of the Software. The remedies set forth in this Section are Customer's sole and exclusive remedies for breach of this warranty.

c) **Professional Services Warranty.** Provider warrants that any Professional Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards, using personnel with appropriate skills and experience. Customer must notify Provider in writing of any alleged breach of this warranty within thirty (30) days following completion of the applicable Professional Services. Customer's sole and exclusive remedy, and Provider's entire liability, for breach of this warranty is, at Provider's option, to re-perform the nonconforming Professional Services or, if re-performance is not commercially reasonable, refund the fees paid for the nonconforming portion of the Professional Services.

d) **Exclusive Remedies; Relationship to Limitation of Liability.** The warranties expressly stated in this Section are the only warranties provided by Provider under this Agreement. The remedies set forth in this Section constitute Customer's sole and exclusive remedies for breach of such warranties, subject to the Limitation of Liability section and applicable law.

e) **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, SERVICES, DOCUMENTATION, AND ALL RELATED DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE." PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF A SERVICE LEVEL AGREEMENT APPLIES, SERVICE CREDITS (IF ANY) ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE TO MEET THE APPLICABLE SERVICE LEVELS.

17) **LIMITATIONS OF LIABILITY**.

a) **Exclusive Remedies; Order of Remedies.** Except for claims expressly carved out in this Section and remedies expressly provided in this Agreement (including the warranty remedies set forth in the Warranties; Disclaimers section and any service credits provided under an applicable Service Level Agreement), Customer's sole and exclusive remedies for any claim arising out of or relating to this Agreement are limited to those express remedies. The Parties agree that: (i) service credits (if any) are the exclusive remedy for failure to meet applicable service levels; and (ii) the warranty remedies are the exclusive remedies for breach of the express warranties, in each case subject to the carve-outs and limitations set forth in this Section and applicable law. For clarity, any carve-out in this Section affects only the applicability of the limitations or exclusions stated herein and does not create any additional remedies beyond those expressly set forth in this Agreement.

b) Excluded Damage. To the maximum extent permitted by applicable law, and except as expressly provided below, in no event shall Provider be liable for any indirect, incidental, consequential, special, or punitive damages, including lost revenue, lost profits, loss of use, interruption of operations, or costs of substitute products or services, regardless of the theory of liability and even if advised of the possibility of such damages. This exclusion does not apply to damages awarded in connection with: (i) Provider's breach of its confidentiality obligations; or (ii) Provider's breach of its data security or privacy obligations, in each case to the extent such obligations are expressly set forth in this Agreement.

c) Liability Cap. Except for claims that cannot be limited under applicable law, Provider's total cumulative liability arising out of or relating to this Agreement shall not exceed two times (2x) the total annual fees actually paid by Customer to Provider under the applicable Order or Subscription The foregoing cap will not apply to Provider's breach of confidentiality obligations or Provider's breach of data security or privacy obligations, in each case as expressly set forth in this Agreement. For all claims subject to this cap, the cap applies in the aggregate for all claims and causes of action of every kind.

d) Material Basis. The limitations set forth in this Section are a material basis of the Parties' agreement and reflect the allocation of risk agreed by the Parties. These limitations apply notwithstanding the failure of any exclusive remedy and regardless of the form of action. Multiple claims will not enlarge any limitation or cap.

e) Savings Clause. Nothing in this Agreement limits either Party's responsibility for its own gross negligence or willful misconduct to the extent prohibited by applicable law.

18) THIRD-PARTY CLAIMS; ALLOCATION OF RESPONSIBILITY This Section applies solely to third-party claims, demands, actions, or proceedings brought by a person or entity that is not a party to this Agreement ("Third-Party Claim").

a) Mutual Responsibility for Covered Third-Party Claims. Each Party ("Responsible Party") will be responsible for amounts awarded in a final, non-appealable judgment, or amounts agreed in a settlement approved in writing by the Responsible Party, to the extent a Third-Party Claim arises from: **(i)** the Responsible Party's breach of this Agreement; **(ii)** the Responsible Party's violation of applicable law; or **(iii)** the Responsible Party's gross negligence or willful misconduct.

b) Intellectual Property. For Third-Party Claims alleging infringement of U.S. patents, U.S. copyrights, or U.S. trademarks, Provider's responsibility under this Section applies only to claims alleging that the unmodified Software, as provided by Provider and used by Customer in accordance with this Agreement, infringes such rights. Responsibility under this Section is limited to the judgment or approved settlement amount and any court-awarded costs and attorneys' fees awarded against the non-Responsible Party in the applicable Third-Party Claim.

c) Exclusions. A Party will have no responsibility under this Section to the extent a Third-Party Claim arises from: **(i)** the other Party's misuse of the Software or use outside the scope of this Agreement; **(ii)** modifications not made by the Responsible Party; **(iii)** the combination of the Software with items not provided by Provider, if the claim would not have arisen but for such combination; **(iv)** Customer-provided specifications, configurations, materials, or data; or **(v)** actions or omissions of a third party outside the Responsible Party's reasonable control.

d) Notice; Cooperation; Control. The Party seeking protection under this Section must promptly notify the other Party in writing of the Third-Party Claim and provide reasonable cooperation and information. The Responsible Party will control the response and any settlement of the Third-Party Claim, provided that no settlement may: **(i)** admit fault on behalf of the non-Responsible Party; or **(ii)** impose any obligation on the non-Responsible Party, without the non-Responsible Party's prior written consent. The non-Responsible Party may participate in the Third-Party Claim at its own expense.

e) Mitigation (Software-Related Claims Only). If the Software becomes, or in Provider's reasonable opinion is likely to become, the subject of a Third-Party Claim described in this Section, Provider may, at its option: **(i)**

obtain the right for Customer to continue using the Software; **(ii)** modify or replace the Software to make it non-infringing while providing materially equivalent functionality; or **(iii)** terminate the affected Subscription and refund any prepaid, unused Subscription Fees for the affected portion.

f) Exclusive Remedy; Gross Negligence and Willful Misconduct; Limitation of Liability. This Section states each Party's sole and exclusive remedy for Third-Party Claims covered by this Section. Nothing in this Agreement limits either Party's responsibility for its own gross negligence or willful misconduct to the extent such limitation is prohibited by applicable law. This Section is subject to the Limitation of Liability section, to the maximum extent permitted by applicable law.

19) DISPUTE RESOLUTION. Many concerns can be resolved by calling us at **800-325-7391**. If a dispute cannot be resolved informally, this Dispute Resolution provision explains how claims (whether by you against us, or by us against you) will be resolved.

a) Definition. "Claim" means any current or future claim, dispute or controversy relating in any way to our Agreement. Claim includes **(i)** initial claims, counterclaims, cross-claims and third-party claims; **(ii)** claims based upon contract, tort, fraud, statute, regulation, common law and equity; and **(iii)** claims by or against any third party using or providing any product, service or benefit in connection with our Agreement or the Software.

b) Claim Notice. Before beginning a lawsuit, mediation, or arbitration, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to **RecDesk, ATTN: Patrick Hayden 300 Plaza Middlesex Middletown, CT 06457.**

c) Mediation or Arbitration. Mediation saves disputing parties and organizations millions of dollars every year by reducing litigation and court costs. These methods of alternative dispute resolution can also save business relationships. The Party with the claim should first send a Claim Notice to the receiving party and allow at least 30 days to cure before initiating Mediation. The Mediation administrative details will be mutually agreed upon by both Parties. Each Party will be responsible for its own costs.

20) CONTACT/NOTICES/GOVERNING LAW.

a) Point of Contact. The RECDESK Point of Contact for general questions regarding software and services is the Customer Success Manager listed here:

RECDESK Customer Success Manager	Samantha Mancino
Business Phone:	800-325-7391 ext 709
Email:	Sam.mancino@recdesk.com

b) The Customer's primary Point of Contact is:

Customer's name and Title:	
Business Phone:	
Email:	

***IT IS THE CUSTOMER'S RESPONSIBILITY TO KEEP THEIR CONTACT INFORMATION UPDATED!**

c) Notices. Notices for RecDesk should be sent to:

RecDesk LLC Attn: Patrick Hayden 300 Plaza Middlesex Middletown, CT 06457
support@recdesk.com

ALL LEGAL NOTICES, CLAIMS, or COURT DOCUMENTS should be sent via certified mail or delivered in person by a registered courier.

Notices to the Customer should be sent to:

Attn:	Address line 1: Address line 2:
Email:	Address line 3:

d) **Choice of Law.** This Agreement will be governed by and construed in accordance with the local, municipal, provincial, state, and federal laws of Navarro County, Texas, without regard to conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This choice of jurisdiction does not prevent RecDesk from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

21) GENERAL PROVISIONS.

a) **Privacy Rights**. You are required to comply with our Privacy Statement, which may be revised from time to time, and which is expressly incorporated into the Agreement.
b) **Minimum System Requirements / Interoperability**. It is your responsibility to ensure your computer systems, internet connections, IT infrastructure, peripherals, systems, servers, mobile devices and/or workstations comply with the minimum system requirements necessary to receive our Services. We shall not be responsible for any internet speed or connectivity issues at your location, or other problems related to your technology equipment, including third-party internet service or your IT infrastructure. You shall be required to comply with our technical specifications.
c) **Reference**. You agree that, within 30 days of the Effective Date, we may issue a new business press release about our business association and post your logo and a brief description of your business on our website.
d) **Independent Contractor Relationship**. Our legal relationship with you is that of an independent contractor. The Agreement does not form a partnership, franchise, joint venture, employment, agency and/or fiduciary relationship between you and us.
e) **Non-Discrimination Endorsement**. We shall not discriminate in our employment practices and will render all Services under the Agreement without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran's status, political affiliation, or disabilities. Specifically, we will abide by the requirements of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972, and the Fair Housing Act of 1968, as amended.
f) **Export Controls**. The Services and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on the United States government's denied- party list. Additionally, you shall not permit End Users to access or use the Subscription Services while located in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or in violation of any United States export law or regulation.
g) **Anti-Bribery.** You agree that neither your employees, agents or representatives have received or been offered any illegal or improper bribe, kickback, gift, or thing of value from us, or any member of our Team, in connection with the Agreement. If you learn of any violation of the above restrictions, you agree to promptly notify us.
h) **Legal Advice.** All Professional Services and other information provided to you in the normal course of our business relationship should be considered for informational purposes only and is not to be taken as legal advice. You are advised to speak with your own independent counsel about all matters of a legal nature.
i) **Waiver; Cumulative Remedies**. No failure or delay by either party in exercising any rights under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided in the Agreement are in addition to, and not exclusive, of any other remedies of a party at law or in equity.
j) **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in whole or in part , to an affiliate or to a successor or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of our business or assets related to the Services, provided that **(i)** We remain responsible for performances of the Services and all obligations under this Agreement, and **(ii)** such assignment does not materially reduce

the level or quality of Services to the Customer. We will provide the Customer with written notice of any such assignment.

k) **Force Majeure**. Neither Party shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance, or interruption in Services (including the Software) resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure. The affected Party will provide the other Party with prompt written notice describing the Force Majeure event and its expected duration. This does not excuse any payment obligations due under this Agreement.

l) **Survivability**. Even if you terminate the Agreement with us, the following sections of the Agreement will still apply: Terms of Service Section (Confidentiality);(Protection of Educational Information); (Limited Warranties); (Limitations of Liabilities); (Client Responsibilities); (Dispute Resolution); (Notice; Governing Law; Jurisdiction); (Legal Advice);(Force Majeure); and (Entire Agreement; Priority of Documents).

m) **Severability.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of the other provisions of the Agreement, which provisions will remain in full force and effect. If any provision of this Agreement shall be deemed unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination will alter such provisions so that it is enforced and will enforce it in its altered form for all purposes contemplated by the Agreement.

n) **Headings**. The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.

o) **Construction.** For purposes of the Agreement, wherever the context requires, the singular shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter gender, and vice versa; and "and" shall include "or," and vice versa. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Agreement.

p) **Entire Agreement; Priority of Documents.** The Agreement (including these Terms of Service) and any additional terms or Addenda, as applicable, make up the entire Agreement and supersede all prior agreements, representations, and understandings. All additional terms and/or Addenda will be considered incorporated into the Agreement when you agree to them. If there is an actual conflict or direct inconsistency between any of the attachments, schedules or exhibits referenced in the Services Agreement, then the following shall be the prioritization of documents that should be deemed to control and govern: first, any later-signed Addenda or Statement of Work (as applicable); then the Services Agreement; then the Service Level Agreement (as applicable); then the Terms of Service; then the Privacy Policy.

q) **Electronic Signature.** The Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Delivery of executed counterparts by email, PDF, or other electronic delivery method shall be effective as delivery. Electronic signatures, including any click-sign process, will be deemed as original.

r) **Consent to Do Business Electronically**. By signing the Services Agreement, you consent to do business electronically, which means that you agree that all RECDESK agreements and policies, including amendments thereto and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and your agreements with RECDESK may be presented, delivered, stored, retrieved, and transmitted electronically. You must keep us informed of any change in your electronic or mailing address or other contact information. Your electronic signature, including, without limitation clicking "Agree and Continue" or "I Accept" or an action of similar meaning or significance, shall be the legal equivalent of your manual signature. You may withdraw your consent to doing business electronically at any time by contacting us and withdrawing your consent. However, any communications or transactions between us before your withdrawal of such consent, will be valid and binding.

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Services Provided/ Software Service Level Agreement

Services provided by RecDesk to the Customer under this agreement include the following:

Access to RecDesk Director and RecDesk Community (the Software) – RecDesk grants non-exclusive license during the term of this contract for the Customer and "customers" of the Customer access to the Software.

Customer employees will have access to RecDesk Director as well as administrative access to the RecDesk Community portal. Community Members (the "Public") will only have access to the RecDesk Community portal. Access to both RecDesk Director and RecDesk Community is via the public internet through a web browser and there are no restrictions as to how many Customer employees or community members can access the system.

RecDesk Director is ID and Password protected with Customer having control over who currently has access and what their Role is. RecDesk Community is not password protected (for viewing) but community members will have to set up a household account to register for programs.

Customer access includes, but is not limited to, the following core RecDesk features: *Program & Activity Management, Online Registration, Master Calendar, Facility Scheduling, Full Web Site (Community CMS), Online Reservations, Membership Management, Facility Check-ins, League Management and Reporting.*

Availability – RecDesk provides 24 x 7 access to the system with a guaranteed up time of 99%. For larger system upgrades or platform maintenance there may be planned down time. This is usually scheduled in the early AM hours on weekends and reasonable advanced notice is given.

Customer Support – RecDesk provides phone support from 8AM-8PM EST at 1-800-325-7391. This is included as part of this agreement and there is no additional cost. We also provide for email support at support@recdesk.com. The system itself is monitored 24 x 7. Any service interruptions trigger alerts and are dealt with immediately.

Online Help and self-service documentation is available at https://recdesk.zendesk.com/hc/en-us

Credit Card Processing and Merchant Services – **RecDesk Payments**, our fully integrated in-house payments solution, is robust and features rich options for Credit Card and ACH payment processing in RecDesk. If Customer chooses to use an alternate merchant account provider, they may do so by utilizing an existing RecDesk payment gateway integration if the existing integration supports the use of their preferred merchant account provider.

Data Backups – RecDesk performs full-backups on both the database and Customer portal data daily. Additionally, incremental database log backups are made throughout the course of the day.

Exporting of Data – If the Customer elects to discontinue use of the RecDesk services, the Customer may export its data in CSV format at any time using the self-service export functionality available within the platform. Should the Customer request that RecDesk perform the data export on the Customer's behalf, RecDesk will provide a quote in the amount of $1,750 USD. The quoted fee must be approved and signed by the Customer prior to RecDesk initiating or delivering the data extract.

Privacy Statement - The following discloses the information gathering and dissemination practices for the services offered by RecDesk LLC (the "Services") and for this Website. RecDesk LLC reserves the right to amend this Privacy Statement at any time with or without notice. Only the current Privacy Statement is deemed effective, so please review this Privacy Statement periodically.
RecDesk LLC has created this Privacy Statement in order to demonstrate our firm commitment to safeguarding the privacy of our Subscribing Organization, their Members and our Website visitors. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO READ THE PRIVACY POLICY WHICH CAN BE FOUND HERE https://recdesk.com/privacy/ or a copy can be provided upon request.

RESOLUTION NO. 10-2026-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICE, NAVARRO COUNTY, STATE OF TEXAS AUTHORIZING AND DESIGNATING THE OFFICIALS WITH ACCESS TO THE SAFETY DEPOSIT BOX AT HARMONY BANK.

WHEREAS, the City of Rice, Texas, maintains a Safety Deposit Box at Harmony Bank, and;

WHEREAS, the City Council is responsible for designating authorized officials to access the safety deposit box, and;

WHEREAS, in the event that an authorized official of the City changes (elections, illness, resignations, etc.), the City will notify the Depository Bank of the change and make appropriate revisions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rice, that the following are designated as the officials authorized to access the safety deposit box, on behalf of the City of Rice. Any one (1) of the following named officers of the City of Rice, whose actual signatures are shown below are required and that the Financial Institution shall be and is authorized access the safety deposit box.

____

Christi Campbell, Mayor

______________________________ ______________________________

Tonya Roberts, City Administrator Sharon Watkins, Finance Clerk

FURTHER RESOLVED, that the Financial Institution is hereby directed to allow said officials, as authorized above or otherwise, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that the authority hereby conferred upon the above-named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any lost suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given. I, further certify that the above-named persons' names occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF RICE, TEXAS, ON THE 13TH DAY OF AUGUST 2026.

APPROVED:

____

Christi Campbell, Mayor

ATTEST:

____

Tonya Roberts, City Secretary

2026 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF RICE (6)	(903) 326-7500
Taxing Unit Name	Phone *(area code and number)*
305 N DALLAS RICE TEXAS 75155	www.ricetx.gov
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

https://texastaxtransparency.com/navarro

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[2]	$ 99,667,993
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[3]	$ 0
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 99,667,993
4.	**Prior year total adopted tax rate.**	$ 0.4023 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.** **A. Original prior year ARB values:** .... $ 0 **B. Prior year values resulting from final court decisions:** .... - $ 0 **C. Prior year value loss.** Subtract B from A.[4]	$ 0

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** A. **Prior year ARB certified value:** .... $ 0 B. **Prior year disputed value:** .... - $ 0 C. **Prior year undisputed value.** Subtract B from A. [5]	$ 0
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.	$ 0
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 99,667,993
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year.** Enter the prior year value of property in deannexed territory. [6]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. **Absolute exemptions.** Use prior year market value: .... $ 0 B. **Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: .... + $ 40,836 C. **Value loss.** Add A and B. [7]	$ 40,836
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. **Prior year market value:** .... $ 0 B. **Current year productivity or special appraised value:** .... - $ 0 C. **Value loss.** Subtract B from A. [8]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 40,836
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [9] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 0
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 99,627,157
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 400,800
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [10]	$ 80
17.	**Adjusted prior year levy with refunds.** Add Lines 15 and 16. [11]	$ 400,880

[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.03(c)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [12]	
	A. Certified values: .... $ 101,036,963	
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office: .... + $ 0	
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: .... - $ 0	
	D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [13] Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.[14] Enter the total from Form 50-110 .... - $ 0	
	E. Total current year value. Add A and B, then subtract C and D.	$ 101,036,963
19.	**Total value of properties under protest or not included on certified appraisal roll.** [15]	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [16] .... $ 4,054,698	
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [17] .... + $ 0	
	C. Total value under protest or not certified. Add A and B.	$ 4,054,698
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[18]	$ 0
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [19] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[20] If completing this line, the taxing unit must include supporting documentation in Section 9.[21] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[22]	$ 105,091,661
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [23]	$ 0
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [24]	$ 6,851,159

[12] Tex. Tax Code §§26.012(6) and 26.04(c-2)
[13] Tex. Tax Code §26.03(c)
[14] Tex. Tax Code §26.03(e)
[15] Tex. Tax Code §26.01(c) and (d)
[16] Tex. Tax Code §26.01(c)
[17] Tex. Tax Code §26.01(d)
[18] Tex. Tax Code §26.012(6)(B)
[19] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[20] Tex. Tax Code §26.012(1-a)
[21] Tex. Tax Code §26.04(d-3)
[22] Tex. Tax Code §26.012(6)
[23] Tex. Tax Code §26.012(17)
[24] Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 6,851,159
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 98,240,502
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [25]	$ 0.4080 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [26]	$ ______ /$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing units' overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.[27] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.4023 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 99,667,993
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.	$ 400,964
32.	**Adjusted prior year levy for calculating NNR M&O rate.**	
	A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. + $ 80	
	B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 0	
	C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0	
	D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ 80	
	E. Add Line 31 to 32D.	$ 401,044
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 98,240,502
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.	$ 0.4082 /$100

[25] Tex. Tax Code §26.04(c)
[26] Tex. Tax Code §26.04(d)
[27] Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet		Amount/Rate
35.	**Rate adjustment for state criminal justice mandate.** [28]		
	A. **Current year state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 0	
	B. **Prior year state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies................	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100..	$ 0.0000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.0000 /$100
36.	**Rate adjustment for indigent health care expenditures.** [29]		
	A. **Current year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose..	$ 0	
	B. **Prior year indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose..	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100..	$ 0.0000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.0000 /$100
37.	**Rate adjustment for county indigent defense compensation.** [30]		
	A. **Current year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose..	$ 0	
	B. **Prior year indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100..	$ 0.0000 /$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100..	$ 0.0000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.0000 /$100
38.	**Rate adjustment for county hospital expenditures.** [31]		
	A. **Current year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	$ 0	
	B. **Prior year eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100..	$ 0.0000 /$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100..	$ 0.0000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0.0000 /$100

[28] Tex. Tax Code §26.044
[29] Tex. Tax Code §26.0441
[30] Tex. Tax Code §26.0442
[31] Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A. Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. . . . . . $ 0 **B. Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year . . . . . $ 0 C. Subtract B from A and divide by Line 33 and multiply by $100 . . . . . $ 0.0000 /$100 D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0.0000 /$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	$ 0.4082 /$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent . . . . . $ 0 B. Divide Line 41A by Line 33 and multiply by $100 . . . . . $ 0.0000 /$100 C. Add Line 41B to Line 40.	$ 0.4082 /$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	$ 0.4224 /$100
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** [32] If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: A. The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 [33] . . . . . $ 0.0000 /$100 **- or -** B. The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. [34] Complete Section 5 through Line 68 to complete D42(B). a. Enter the **disaster relief cost.** . . . . . $ 0 b. **Disaster relief rate**. Divide Line D42(B)(a) by Line 26 and multiply by 100 . . . . . $ 0.0000 /$100 c. Add Line D42(B)(b) to Line 42. . . . . . $ 0.0000 /$100 d. Enter the **current year unused increment rate** from Line 68 . . . . . $ 0.0000 /$100 e Add Line D42(c) to Line D42(d). . . . . . $ 0.0000 /$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. C. Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). [35] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ 0.0000 /$100

[32] Tex. Tax Code §26.042
[33] Tex. Tax Code §26.042(a-2)(1)
[34] Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)
[35] Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet		Amount/Rate
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses.		
	A. **Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [36] Enter debt amount	$ 0	
	B. Subtract **unencumbered fund amount** used to reduce total debt.	– $ 0	
	C. Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none)	– $ 0	
	D. Subtract **amount paid** from other resources	– $ 0	
	E. **Adjusted debt.** Subtract B, C and D from A.		$ 0
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [37]		$ 0
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.		$ 0
46.	**Current year anticipated collection rate.**		
	A. Enter the current year anticipated collection rate certified by the collector. [38]	100.00 %	
	B. Enter the prior year actual collection rate.	98.84 %	
	C. Enter the 2024 actual collection rate.	99.57 %	
	D. Enter the 2023 actual collection rate.	98.14 %	
	E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [39]		100.00 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.		$ 0
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*		$ 105,091,661
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.		$ 0.0000 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.		$ 0.4224 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.		$ 0.0000 /$100
51.	**COUNTIES ONLY.** Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.		$ /$100

[36] Tex. Tax Code §26.012(7)
[37] Tex. Tax Code §§26.012(10) and 26.04(b)
[38] Tex. Tax Code §26.04(b))
[39] Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters.[40] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.[41] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95.[42] - or - **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 0
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 105,091,661
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ 0.0000 /$100
56.	**Current year NNR tax rate, unadjusted for sales tax.**[43] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet.*	$ 0.4080 /$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ 0.4080 /$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.**[44] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *M&O and Debt Tax Rate Worksheet.*	$ 0.4224 /$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ 0.4224 /$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ.[45] The taxing unit shall provide its tax assessor-collector with a copy of the letter.[46]	$ 0
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 105,091,661
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ 0.0000 /$100
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ 0.4224 /$100

[40] Tex. Tax Code §26.041(d)
[41] Tex. Tax Code §26.041(i)
[42] Tex. Tax Code §26.041(d)
[43] Tex. Tax Code §26.04(c)
[44] Tex. Tax Code §26.04(c)
[45] Tex. Tax Code §26.045(d)
[46] Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [47] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [48]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [49]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [50] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [51]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [52]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value**	
	A. Voter-approval tax rate (Line 69)	$ 0.4023 /$100
	B. Unused increment rate (Line 68)	$ 0.0000 /$100
	C. Subtract B from A	$ 0.4023 /$100
	D. Adopted Tax Rate	$ 0.4023 /$100
	E. Subtract D from C	$ 0.0000 /$100
	F. 2025 Total Taxable Value (Line 61)	$ 98,183,255
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
65.	**Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.4105 /$100
	B. Unused increment rate (Line 67)	$ 0.0035 /$100
	C. Subtract B from A	$ 0.4070 /$100
	D. Adopted Tax Rate	$ 0.4105 /$100
	E. Subtract D from C	$ -0.0035 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 89,466,597
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
66.	**Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.4076 /$100
	B. Unused increment rate (Line 66)	$ 0.0187 /$100
	C. Subtract B from A	$ 0.3889 /$100
	D. Adopted Tax Rate	$ 0.4076 /$100
	E. Subtract D from C	$ -0.0187 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 88,543,869
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 0
68.	**2026 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.0000 /$100
69.	**Total 2026 voter-approval tax rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.4224 /$100

[47] Tex. Tax Code §26.013(b)
[48] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[49] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[50] Tex. Tax Code §26.0501(a) and (c)
[51] Tex. Local Gov't Code §120.007(d)
[52] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [53]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [54]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.4082 /$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 105,091,661
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ 0.4757 /$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.0000 /$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ 0.8839 /$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [55]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2025 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.4023 /$100
76.	**Adjusted 2025 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [56] If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* - or - If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [57] Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	$ 0.0000 /$100
77.	**Increase in 2025 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ 0.0000 /$100
78.	**Adjusted 2025 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 99,627,157
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ 0
80.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 98,240,502
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [58]	$ 0.0000 /$100
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ 0.4224 /$100

[53] Tex. Tax Code §26.012(8-a)
[54] Tex. Tax Code §26.063(a)(1)
[55] Tex. Tax Code §26.042(b)
[56] Tex. Tax Code §26.042(c)
[57] Tex. Tax Code §26.042(b)
[58] Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. .... $ 0.4080 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27

Voter-approval tax rate .... $ 0.4224 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 50

De minimis rate. .... $ 0.8839 /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [59]

print here ▶ MIKE DOWD
Printed Name of Taxing Unit Representative

sign here ▶ Mike Dowd
Taxing Unit Representative

8-6-2026
Date

[59] Tex. Tax Code §26.04(c-2) and (d-2)