



WORKSHOP OF THE GOVERNING BODY RICE, TEXAS

Tuesday, March 13, 2025

6:30 p.m.

**Rice City Hall
305 N. Dallas Street
Rice, TX 75155**

AGENDA

1. Call to Order

2. Roll Call

**Troy Foreman
Sheila Teague
Rosa Vasquez
Nick White
Donnie P. Fisher
Christi Campbell**

3. Pledge of Allegiance

The Pledge of Allegiance to the Flag

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

4. Texas Pledge of Allegiance

The Pledge of Allegiance to the Texas State Flag

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

5. Prayer

6. Public Forum

7. Agenda Items

a. Discuss the HUB

What future does the council want for the HUB

City staff managing property vs rental management company

- b. Discuss new language in Employee Manual for Increment Weather, fraternization and adding lieutenant to police employees**
- c. Mini excavator**
- d. Compensation for the council and mayor for meetings**
- e. Discuss MDMYA contract and responsibilities**
- f. Renew required training (TML website)**

8. Adjourn

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall, City of Rice, Texas, a place readily accessible to the general public at all times, on the _____ day of February 2025, by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Name

Title



7a. Discuss the HUB



7b Discuss language in the Employee Handbook:

Increment weather

Fraternization

Adding Lieutenant to jobs under police department

SECTION 10: AUTHORIZED LEAVE WITHOUT PAY

In circumstances not falling within other provisions of these rules, the city council may authorize an employee to take leave without pay under such terms and conditions as may be mutually agreeable. The city council may revoke such authorization at any time. Employees taking leave without pay shall not lose or gain seniority. Leave without pay shall not ordinarily be authorized for periods more than (30) calendar days. All employee benefits will remain in effect during periods of authorized leave without pay.

SECTION 11: CHILD CARE LEAVE

In accordance with the Family Medical Leave Act.

SECTION 12: ABSENCE WITHOUT LEAVE

An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse for two consecutive days shall be considered as absent without leave which constitutes abandonment of duties. Absence without leave shall be considered an employee's resignation from the city. In such cases, the employee's separation shall not be in "good standing".

SECTION 13: ABSENCE DUE TO OFFICE CLOSURE

In inclement weather or disaster, it may be necessary to limit city services. In these situations, the City Administrator and the Mayor will make the determination.

A decision to close the office will be made using all the available information, including but not limited to, the Navarro County Office of Emergency Management. If the decision to close the office, employees will be paid.

Personnel essential to services that must be carried out during inclement weather or disasters may be required to report to work at these times. If essential personnel is called in to work after the office has been closed, this employee will receive comp time in addition to their daily wage.

If an office closure decision is not made, employees should consider their own safety and the safety of others when deciding whether to report for work. If it is not possible for the employee to report to work, department absentee procedures should be followed.

If inclement weather or disaster (declared or not) prevents an employee from reporting to work or requires the employee to leave work, appropriate leave (e.g. vacation, comp time, personal day or accrued holiday) must be used. The employee may, with supervisory approval, work additional hours within the same work week to make up for lost time. If a probationary employee is affected, time may be deducted from the employee's current leave accrued. If the options noted above are not possible, leave without pay may be used. Sick leave cannot be used at this time.

If an employee is not able to report to work due to poor road conditions or other weather-related difficulties, they should contact their supervisor as soon as possible before their scheduled shift start time to report their situation.

The City Administrator will monitor the weather advisories from the Office of Emergency Management. The Mayor and City Administrator may follow the Rice Independent School District's decision to close, have a delayed start or continue business as usual.

involved shall not acquire any status or rights in the position to which temporarily appointed.

SECTION 5: NEPOTISM AND FRATERNIZATION

The purpose of this policy is to establish the nepotism and fraternization policy for the City of Rice. This policy is intended to avoid conflicts of interest between work-related and personal/family conflicts from affecting the workplace; and decrease the likelihood of sexual harassment and/or gender discrimination in the workplace.

No person related within second degree of affinity or within the 3rd degree of consanguinity to the mayor or any member of the city council shall be appointed to any office, position, or other service of the city, but this prohibition shall not apply to officers or employees who have been employed by the city continuously for more than (2) years prior to the election of such member of the council or mayor. In addition, the department head shall not approve the appointment to any supervisor's work group, any person who is related within the 2nd degree by affinity or consanguinity to that supervisor. (See Appendix 1: Nepotism Chart.)

Public trust, safety and City morale require that employees avoid the appearance of a conflict between their professional responsibilities and any involvement that they may have in romantic or sexual relationships with other City employees. In order to promote efficient operation of the City and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, morale, and possible claims of sexual harassment and/or gender-based discrimination, romantic relations between supervisors and subordinate employees are prohibited.

Public trust, safety and City morale require that employees avoid relations that may negatively impact on the efficient operation of the City. Some departments have access to confidential information or are involved in personnel decisions of other departments.

SECTION 6: RESIDENCE

There shall be no absolute residence requirements for city employment except as may be provided by the law. Employees likely to be called to work in cases of emergency may be required to reside within reasonable commuting ranges of their workplace. Employees allowed to operate city vehicles between their place

Police Department Personnel (reports to Chief of Police)

POLICE LIEUTENANT

The Lieutenant is responsible for completing the duties required for a Patrol Officer as well as: acting in place of the Chief of Police due to absence or designation; conduct inspections of assigned areas, equipment, programs, projects and personnel; submit accurate and time reports, complaints, investigative findings, and employee documentation; evaluating officers under the command of the Lieutenant, taking appropriate actions based on those evaluations, and forwarding the information to the Chief of Police and Patrol Sergeant; any other task assigned by the Chief of Police deemed necessary.

Police Department Personnel (reports to Chief of Police)

POLICE SERGEANT

Full - time or part - time position. Provides technical assistance and assists in supervision of other assigned officers. Journeyman level responsibility for providing leadership and participating work of assigned officers. Makes periodic check of equipment, officer appearance, conduct, safe procedures, on-scene crime investigations, and accident investigations. Helps train new personnel. High School Diploma or GED. Prefer intermediate TCOLE Certification, minimum of two-year experience. Salaried or hourly position.

POLICE OFFICER

Full or part time position. Patrols assigned area, respond to emergency calls, and takes necessary actions. Directs traffic. Issues citations and investigates accidents. Prepares Patrol, offense, and arrest reports. Gives advice to citizens concerning laws and ordinances. Guards and transports prisoners. Maintains vehicle and equipment. High School Diploma or equivalent. State TCOLE Certification. Salaried or hourly position.

POLICE CLERK

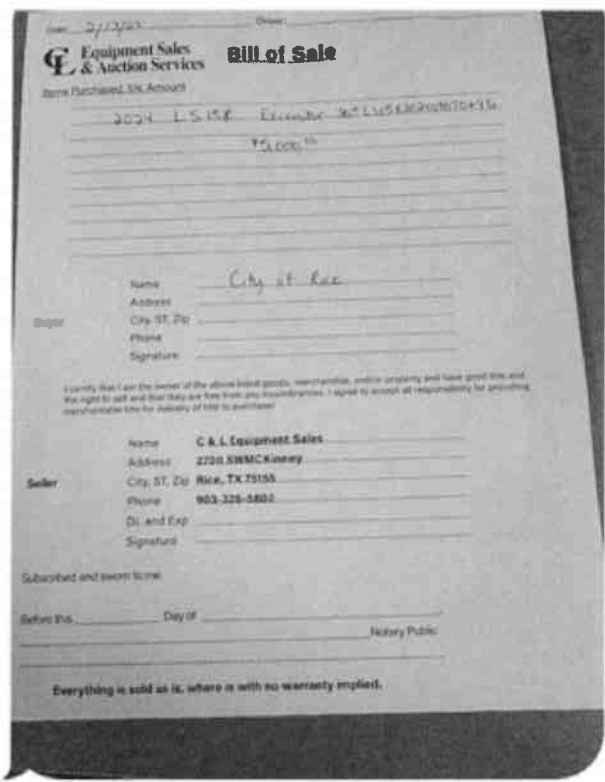
Full or part- time position. Types letters, forms reports, files. Acts as office receptionist. Prepares, processes, and maintains various records. Performs other related duties as required under general supervision. Basic typing skills, data



7c. Discuss mini excavator



To: Wade C + L Sales



Thu, Feb 13 at 11:30 AM

It come threw



S&S EQUIPMENT SALES LLC
1401 SE MCKINNEY ST
RICE TX 75155
214-949-9761

INVOICE

CITY OF RICEPUBLIC WORKS MAINTENANCE
305 N. DALLAS STREET
RICE, TX 75155
903-326-7500

Invoice # 0000710
Invoice Date 02/12/2025
Due Date 02/12/2025

Item	Description	Unit Price	Quantity	Amount
Product	Vicsec VC15 Mini Excavator SN# VC15241209	6000.00	1.00	6,000.00
NOTES: AS IS NO WARRANTY				
ALL SALES ARE FINAL				
				Subtotal 6,000.00
				Total 6,000.00
				Amount Paid 0.00
				Balance Due \$6,000.00



Name: City of Rice
Address: 305 N Dallas St.
City, State: Rice, TX 75155
e-mail: vfisher@ricetx.gov
Ship To :

Quote #	1718947
Date	7/29/2024
Phone Numbers	
903-875-8460 Tom	
903-388-8183 Vickie	
903-326-7500 City of Rice	

[illegible]

Trade-In Allowance

[illegible]

Customer Signature: _____

Salesman: Tim

I certify items on this invoice are for exclusive use on a farm or ranch in the production of agricultural products for sale. I understand if these items are not used exclusively in this manner, I will be liable for the tax, penalty and interest.

Signed: _____ Date: _____



Quote #	1718949
Date	7/29/2024
Phone Numbers	
	903-875-8460 Tom
	903-388-8183 Vickie
	903-326-7500 City of Rice

Tim

Signed: _____ Date: _____

12:51

5G+

TYPHON



TYPHON TERROR ONE STORM Mini Excavator – 1 Ton Trench Digger Engine USA

SKU TYPH-111

\$6 299.00

ON SALE

was \$7 499.00 Save 16%

In stock



typhonmachinery.com







7d. Discuss compensation for the council and mayor per meeting

From TML manual, “Handbook for Mayor and Councilmembers”

In Type A and B general law cities, no maximum salary amount is fixed for the **mayor**. The compensation at any level chooses (Local Government Code 141.001 and 141.002). Only one limitation exists: an elected officer cannot receive a pay increase that was approved during the term for which he or she is elected. Such an increase will become effective only after the next general municipal election at which the office is filled. (Local Government Code Section 141.001).

In Type A and B general law cities, no maximum salary amount is fixed for **aldermen**. Therefore, the governing body can set councilmember compensation at any level it decides. Only one limitation exists: an alderman cannot receive the benefit of a pay increase adopted during the term for which he or she is elected. Such increase will become effective only after the next general municipal election at which the office of the alderman serving at the time of the pay increase is filled (Local Government Code Chapter 141).



7e. Discuss MDMYA contract and responsibilities

THE STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

**LICENSE AND USE AGREEMENT BY AND BETWEEN
THE CITY OF RICE AND MIKE DICKENS MEMORIAL YOUTH ASSOCIATION**

THIS LICENSE and USE AGREEMENT is made and entered into on this ____ day of _____, 2025, by and between the City of Rice, Texas (hereinafter referred to as “CITY”), acting by and through its City Administrator, and the Mike Dickens Memorial Youth Association (hereinafter referred to as “MDMYA”), acting by and through its Board of Directors, President or designee.

WITNESSETH:

WHEREAS, the City of Rice, Texas owns and maintains CITY parks and sports facilities located within the City of Rice, Texas.; and

WHEREAS, the MDMYA is comprised of various member youth sport teams for football, baseball, basketball and soccer for various age groups; and

WHEREAS, the MDMYA desires to use the CITY parks and facilities: and

WHEREAS, the maintenance and upkeep of such facilities will be required to maintain in the playability and integrity of such venues; and

WHEREAS, MDMYA and the CITY agree that the Mike Dickens Memorial Park and other city sporting properties and facilities shall be used for the purpose of providing sports opportunities for the public use.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties hereto do hereby agree as follows:

**II.
AGREEMENT**

- 2.01 The CITY and MDMYA agree, under the terms and conditions provided herein, to permit for use of the CITY sporting properties and facilities for athletic and sporting events. Sports practice, scrimmages, and games shall be conducted at the facilities.
- 2.02 The MDMYA hereby agrees, as a condition to the license granted herein, to provide a proposed facility use schedule (which identifies complexes and fields to be used) to the CITY fifteen (15) days before the commencement of each sports season. MDMYA further agrees to provide a master game and practice schedule five (5) days before the commencement of each sports season, itemizing each sports game field and practice area, indicating the starting and ending time and days of the week the field will be used for games

and practices. Once the schedule is received and approved by Parks and Recreation Director, MDMYA shall have priority to reserve the necessary fields to meet the MDMYA's games, practices and tournament schedules.

- 2.03 Game Field Status: For the purposes of this agreement, Game Field Status shall be applied to all athletic facilities provided by the CITY for the purpose of regularly scheduled sports games and tournaments.
- 2.04 A **Special License and Use Agreement** can be put in place for all MDMYA tournaments, camps and/or clinics other than that has been have been approved before the start of each season. **The proper Special License and Use Agreement must be executed with signatures of parties' approval before any event can be advertised or agreed upon to be hosted at any City of Rice athletic facility except as provided in this Agreement. All Special License and Use Agreement requests are to be made for consideration, in writing to the City a minimum of fifteen (15) days before the scheduled start of the event. If tournaments, camps and/or clinics are not a part of the MDMYA program, a rental fee will be required for each field. In addition, 20% of the gate fee and concession total at the end of the tournament will be collected by the City.**
- 2.05 The "fall sports season" shall run _____ through _____. A "fall sports season" will consist of all league games, tournaments, make up games, and camp or clinic on the game fields. The "spring sports season" shall run _____ through _____. A "spring sports season" will consist of all league games, CITY tournament, make up games, and camp or clinic on the game fields. **Tournaments outside the season(s) as defined herein will be considered with the appropriate Special License and Use Agreements.**
- 2.06 The CITY shall be responsible for all utilities and maintenance of all buildings or structures. MDMYA shall be responsible for the following cost:
1. watering;
 2. mowing and weed eating around concession stand, entrances, along fence row, outside of batting cage
 3. fertilizing;
 4. aerification;
 5. top-dressing;
 7. outlining of the fields;
 8. turf management;
 9. ballfield preparation, for league scheduled games and tournaments;
 10. concession area must be maintained in a clean manner;
 11. fences; and
 12. facility restrooms and concession stand shall be kept in a functioning and clean condition, acceptable to the City; and locked after the last game of each night,
 13. all trash in dugouts, seating areas, restrooms, inside and outside of concession area, batting cages and ball fields shall be cleaned of all trash and trash shall be taken to

- provided dumpster during the games, if necessary, and at the end of the last game each night,
14. The City may generally provide some toiletry items such as toilet paper and trash bags, although the City does not have any obligation to do so. The abuse of toilet paper, soap, trash bags, or any such item will cause the City to terminate stocking of such products.
- 2.07 Any additional maintenance or improvements by MDMYA to the playing field surface or park facilities shall be only with permission by the CITY, by and through the City Administrator.
- 2.08 MDMYA further agrees to use such facilities in accordance with the following established conditions:
1. **Field Closure Policy and Procedure:** MDMYA shall cancel, delay or postpone any games, tournaments, practices, scrimmages, camps etc. if severe weather conditions are present.
 2. The CITY, at its sole discretion, retains the right to close any CITY owned facilities subject to this agreement.
 3. **Field Maintenance or Changes to Season Schedules:** MDMYA through their President or his/her designee shall promptly notify the CITY of all field maintenance requests, additional services or unsafe facility conditions by providing notice to the CITY. MDMYA shall notify the CITY of any and all-season schedule changes not depicted in the master schedule. MDMYA shall provide written notice to the CITY at least **forty-eight (48) hours** prior to any change request. The CITY reserves the right to grant or deny such schedule change.
- 2.09 The CITY shall have the sole duty and responsibility for any repairs of any permanent improvements owned by the CITY such as backstops, dugouts, spectator stands, buildings, lighting facilities, scoreboards, or other permanent structural improvements on the property.
- 2.10 The CITY, as the owner, shall be permitted and has the right to make, at its own expense, any alterations, or additions to any of the premises, notwithstanding any provision of this Agreement.
- 2.11 Upon reasonable notice to MDMYA, the CITY also reserves the right to close certain facilities even during the operational hours and may make alternate plans for the use of replacement premises or facilities.
- 2.12 MDMYA may not remove, in whole or in part, any improvement, facilities, or fixtures, including bleachers without the expressed written permission of the CITY and then only in the event that the removal will not subject such improvement, facilities, or fixtures to damage. Any such removal will be at the sole expense of MDMYA.

- 2.13 Parking: The CITY will provide access to parking facilities on the premises.
- 2.14 Athletic Equipment: The MDMYA may maintain related athletic equipment, installed, labeled and used by MDMYA, for the sports program in accordance with generally accepted maintenance standards, at its costs, within the property. This shall include any labor, contractual repair as needed, parts or replacement as required. Prior to any alteration or installation of such equipment, written authorization must be provided by the City of Rice.
- 2.15 MDMYA shall not post any advertising signs or banners without the prior written approval of the City Administrator.
- 2.16 City of Rice Emergency Contact Information:
1. Injury, Accident or Unsafe Condition: All known injuries, accidents or unsafe conditions occurring on CITY property will be reported to the CITY within 2 business days.
 2. Maintenance Concerns: All maintenance, irrigation, field preparation, repairs and lighting concerns are to be coordinated through the City Administrator, work (903) 326-7500.
 3. Scheduling Questions: All scheduling of facilities for games, practices, tournaments, clinics and camps are to be coordinated through the Park and Recreation Director.
- 2.17 Before MDMYA submits any grant applications, the application and all required information to be submitted, must be reviewed by the City Administrator for approval of MDMYA's detailed plan.
- 2.18 Utility bills (water and electrical) will be paid by MDMYA from the beginning of baseball/softball practice until the final game (tournament).
- 2.20 MDMYA must submit to the Parks and Recreation Director a list of the persons in charge of the following:
1. Concession
 2. Fields
 3. Softball/baseball
 4. Cheer
 5. Football
 6. Soccer
 7. Locking all doors
- These individuals will be held responsible for the condition of the restrooms, concession stand area, fields and all mowing areas listed in this agreement.

III. GENERAL REQUIREMENTS APPLICABLE TO MDMYA USE OF CITY PROPERTY

- 3.01 1. IMMUNITY: Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor MDMYA waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
2. INSURANCE: During the term of this Agreement, and any extensions thereof, MDMYA agrees to be responsible for any liability of injuries or damage during its use of the City's facilities. The City maintains insurance to cover its properties and facilities. The City requires all individuals and teams that use city facilities to sign liability waivers and must be available if required.
- 3.02 THIRD PARTIES: This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either the CITY or MDMYA unless such a basis exists independent of this Agreement under State or federal law.
- 3.03 NOTICE: Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered by e-mail or personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the appropriate one of the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to MDMYA:

If to CITY:

City Administrator, City of Rice
305 N. Dallas St.
Rice, Texas 75155

- 3.04 CLAIMS AGAINST PARTIES: Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of its use or occupation of the subject facilities and property. It is expressly understood and agreed that in the execution of this contract, neither CITY nor MDMYA waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

- 3.05 TERM: The term of this Agreement shall be for a period of one (1) year commencing on the date first written above and shall thereafter be automatically renewed from year to year unless terminated sooner by either party in accordance with the terms herein.
- 3.06 CRIMINAL HISTORY PROVISIONS AND COACH CERTIFICATION: MDMYA agrees to abide by the CITY'S policy, as amended, concerning all adults acting as coach, instructor, official, or manager and all others in requirements of providing certification of criminal history clearance. A list of all persons, names and addresses who successfully pass the background check is to be turned into the CITY before MDMYA begins any league practice, games or team meetings with children. The background checks must be made available if a need arises.
- 3.07 ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.
- 3.08 SEVERABILITY: In case any one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contain herein.
- 3.09 AUTHORITY: The undersigned officers and/or agents are authorized to execute this contract on behalf of the partied hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.
- 3.10 MDMYA shall promptly report to CITY any defects or dangerous conditions it discovers on or concerning CITY property and shall cease any such use of same until such defect or condition is repaired or cured by the CITY.

IV. TERMINATION

- 4.01 Either party may terminate this Agreement with or without cause, by giving thirty (30) days prior written notice of the date of termination to the other party. This Agreement may be terminated in whole or in part and will apply only to the properties so identified in the notice of termination. Upon termination, all permanent improvements and personal property shall remain the property of the party originally constructing or otherwise paying for the same. Removal of personal property or improvements shall be subject to the terms contained herein. However, all personal property and improvements remaining on the subject real property thirty (30) days after the date of termination shall become the personal property and improvements of the party which owns the subject real property subject to the provisions of contained herein, except as may be otherwise expressed.

V.

REMEDIES

- 5.01 No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

VI. APPLICABLE LAW

- 6.01 This Agreement is governed by the laws of the State of Texas; any venue for any action shall be in State District Court of Navarro County.

VII. SUCCESSORS AND ASSIGNS

- 7.01 This Agreement is binding on and inures to the benefit of the successors, executors, administrators and assigns of the parties to this Agreement and affects the use of land and shall run with the land. MDMYA will not assign, sublet, subcontract or transfer the provisions of this agreement. This Agreement cannot be assigned without the expressed written authorization and approval of the CITY as required by law.

VIII. RECITALS AND ATTACHMENTS

- 8.01 The recitals and attachments to this Agreement are incorporated herein for all purposes as if set out herein verbatim.

IX. TERM

- 9.01 The term of this Agreement shall be for a period of one (1) year commencing on the date first written above and shall thereafter be automatically renewed from year to year unless changes are required or terminated sooner by either party in accordance with the terms herein.

X. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[Signature page to follow]

Executed between the parties on the date first written above.

WITNESS:

**MIKE DICKENS MEMORIAL YOUTH
ASSOCIATION**

By: _____

By: _____
President

ATTEST:

CITY OF RICE, TEXAS

By: _____
Parks and Recreation

By: _____
City Administrator



7f. Renewing the required training. Public Information Act, Open Meetings Act, and Cyber Security

TML Website has all the required training on their webpage.



8. Adjourn