



## **SPECIAL MEETING OF THE GOVERNING BODY RICE, TEXAS**

**Monday, November 24, 2025**

**6:00 PM**

**Rice City Hall**

**305 N. Dallas Street**

**Rice, TX 75155**

**“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 Sections 551.071 (*Consultation with City Attorney*), 551.072 (*Deliberations about Real Property*), 551.073 (*Deliberations about Gifts and Donations*), 551.074 (*Personnel Matters*), 551.073 (*Deliberations about Security Devices*) and 551.086 (*Economic Development*).”**

### **AGENDA**

#### **1. Call to Order**

##### **City of Rice Mission Statement**

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

#### **2. Roll Call**

- a. Mike Butler
- b. Rosa Vasquez
- c. Nick White
- d. Tonya Roberts
- e. Troy Foremen
- f. Mayor 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. **New Business**

- a. Discuss and consider action on the MDMYA lease agreement
- b. Discuss and consider possible action on the report from SPI on the Fannin Street project
- c. Discuss and consider action on the restructuring of the Rice Police Department

8. The Rice City Council may convene and go into Executive Session if required

9. Reconvene into Special City Council Meeting

10. **Adjourn**

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Rice, Texas, a place readily accessible to the public at all times, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by 5:00 p.m., and remained posted for at least 3 business days preceding the scheduled time of said meeting.

---

Name

Title



**7. New Business**

- a. Discuss and consider action on the MDMYA/City Lease agreement for the park

Jennifer Fisher submitted her notes along with my notes from city council meeting and changes have been made.

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 24<sup>th</sup> day of November 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 by MDMYA of the CITY sporting properties and facilities for athletic and sporting events for which participation is open to the public. The sporting properties and facilities to which this Agreement applies are as follows:  
Baseball/softball fields  
Concession area, including restroom and storage  
Football/soccer field  
Batting cage  
Collectively, the “Facilities”. Sports practice, scrimmages, and games may 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). . Once the schedule is received 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. MDMYA will pay the City of Rice, one dollar (\$1.00) per year for the use of the city facilities, beginning January 1<sup>st</sup> of each year.**
- 2.05 The "fall sports season" shall run from August through December. 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 from January through July. 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 have the responsibilities of mowing, weed eating and other maintenance activities, for the following:
1. All sports playing fields: (baseball, softball, soccer and football), and fence line.
  2. fertilizing.
  3. top-dressing;
  4. ballfield preparation, for league scheduled games and tournaments;
  5. concession area must be maintained in a clean manner;
  6. facility restrooms shall be kept in a functioning and clean condition and locked after the last game of each night,
  7. 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,
- 2.07 MDMYA will have the authority to rent the batting cages and fields and issuing coaches codes to the batting cage.
- 2.08 MDMYA and City may co-sponsor City events.

- 2.09 Any additional maintenance or improvements by MDMYA to the playing field surface or park facilities shall be only with approval by the CITY.
- 2.10 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 facility for safety reasons, 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.
- 2.11 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.
- 2.12 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.
- 2.13 Upon reasonable notice to MDMYA, the CITY also reserves the right to close certain facilities even during operational hours and may make alternate plans for the use of replacement premises or facilities.
- 2.14 MDMYA may not remove, in whole or in part, any improvement, facilities, or fixtures, 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.
- 2.15 Parking: The CITY will provide access to parking facilities on the premises.
- 2.16 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.
- 2.17 MDMYA shall not post any advertising signs or banners without the prior written approval of the CITY.

- 2.18 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, repairs and lighting concerns are to be coordinated through the City Administrator.
- 2.19 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.
- 2.20 MDMYA will be in charge of renting the batting cages and fields. They will keep their revenue.

### **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 it 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 anyone (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.

**Executed between the parties on November 24, 2025**

**MIKE DICKENS MEMORIAL YOUTH ASSOCIATION**

By: \_\_\_\_\_  
Jennifer Fisher, President

**ATTEST:**

**CITY OF RICE, TEXAS**

By: \_\_\_\_\_  
Christi Campbell, Mayor



- 7b. Discuss and consider possible action on the report/quotes from SPI on the Fannin Street project.

SPI submitted another scope of work for the drainage project for Fannin Street with subsurface study. They also submitted a scope of work for the engineering for the whole Fannin Street Project.

Jeremy Bell requested that any questions be submitted before the meeting, so he can make sure he has the answer.

November 18, 2025

**City of Rice, Texas**

Attn: Vicki Fisher, City Administrator (by email only: [vfisher@ricetx.gov](mailto:vfisher@ricetx.gov))

305 North Dallas Street

Rice, TX 75155

Re: **Engineering Cost Proposal and Scope of Services**  
Fannin Street Drainage Improvements

Ms. Fisher,

Schaumburg & Polk, Inc. (SPI) is pleased to provide you with this proposal for professional engineering services related to the **Fannin Street Drainage Improvements** project for the City of Rice, Texas. Heavy rainfall events over the last several years have created unsafe driving conditions and flooding along Fannin Street in the City of Rice. Over the years, the road has been slowly eroded to be significantly lower than the existing ground adjacent to it on both sides. The City of Rice is current in discussions with Navarro County and an excavation contractor to perform a road narrowing and ditch widening on the identified 0.9 miles of Fannin Street Extending from the City Limits to the intersection of Fulton Street

Fannin Street is the only route for the residents of Fannin Street, and the main route for many residents just outside of the city limits, to reach the city. The City of Rice has requested that SPI provide hydrological and hydraulic (H&H) calculations to confirm appropriate culvert sizing and locations in support of the planned construction.

SPI understands its scope of services to be the following:

- Determine the drainage watershed area using web-based contours such as TNRIS, USGS, or other sources.
- Determine the runoff flow for the existing conditions, using Standardized design criteria for hydrological parameters. Determine the flow for several design storm frequency events including the 1% AEP (100-year) event.
- Perform hydraulic calculations to determine culvert and ditch sizes along Fannin Street using Standardized design criteria (4% AEP, or 25-year design storm event).
- Prepare Plans showing proposed culvert sizes and locations, Drainage Area Map and Calculations, and Proposed Roadway Cross Section.
- Provide observations and recommendations to the City prior to and during construction.
- Perform topographical survey inside the existing ROW lines for the entire length of the project.
- Perform subsurface utility exploration to determine depths and locations of existing infrastructure inside roadway limits.

**LIMITATIONS OF PROPOSAL**

1. This proposal excludes a geotechnical investigation.
2. This proposal excludes preparation of an Erosion Control Plan or SW3P
3. This proposal excludes any environmental assessment.

4. This proposal excludes any material testing.
5. This proposal excludes any review, approval, or inspection of contractor's means and methods, including construction phasing.
6. This proposal excludes any Roadway Design, Bidding or Construction Phase services including full-time or limited construction representation.
7. This proposal excludes any other items not explicitly stated in the Scope of Services above.

#### Fee Breakdown

|                                                                                                  |                     |
|--------------------------------------------------------------------------------------------------|---------------------|
| 1. Hydrological and hydraulic (H&H) calculations including Drainage Area Maps and Culvert Sizing | \$12,200.00         |
| 2. Topographical Survey                                                                          | \$17,000.00         |
| 3. Subsurface Exploration including potholing                                                    | \$142,300.00        |
| <b>Total Fee:</b>                                                                                | <b>\$171,500.00</b> |

SPI proposes to provide these services for an amount not to exceed **\$171,500.00**. SPI can begin this work within two weeks following a Notice to Proceed (NTP) from the Owner. SPI shall complete the work listed above within 8 weeks from the NTP.

Thank you for the opportunity to provide this proposal to you. If this fee proposal and scope of services are acceptable to you, an **Engineering Agreement** is enclosed for your signature. If you have any questions or comments, do not hesitate to call me.

**Schaumburg & Polk, Inc.**

*Jeremy Bell, P.E.*  
Jeremy Bell, P.E.  
Project Engineer

Enclosures: Engineering Agreement



November 18, 2025

**City of Rice, Texas**

Attn: Vicki Fisher, City Administrator (by email only: [vfisher@ricetx.gov](mailto:vfisher@ricetx.gov))  
305 North Dallas Street  
Rice, TX 75155

Re: **Engineering Cost Proposal and Scope of Services (Complete Rebuild)**  
Fannin Street Reconstruction

Ms. Fisher,

Schaumburg & Polk, Inc. (SPI) is pleased to provide you with this proposal for professional engineering services related to the planned **Fannin Street Reconstruction project** in the City of Rice, Texas. The proposed limits of construction on Fannin Street are from about 580 feet north of Gilmer Street to the city limits, approximately 5,280 feet total. The existing roadway between Gilmer and the first 90-degree curve to the left (Fulton Street) is asphalt paved. The remainder of Fannin Street to the city limits, about 4,700 feet, is rock surfaced.

The construction cost to improve Fannin Street is estimated to be in the range of \$1.4 to \$1.7 million. This estimated construction cost includes raising the roadway, stabilizing the subgrade, installing a sound rock base structure, and completing the roadway with a hot-mix asphalt surface course. In addition, ditch cleaning and regrading are included to restore positive drainage and protect the improved roadway. Driveway and cross-street culverts will be considered for replacement where necessary.

SPI's detailed scope of services for providing engineering design for the project are included in the enclosed **Exhibit A, Scope of Services**. SPI proposes to provide the topographic survey, design phase, bidding phase, construction phase, and limited resident project representative inspection services for an amount not to exceed **\$289,650**. SPI can begin work on the design phase services within two weeks following a Notice to Proceed (NTP) from the Owner. SPI will complete the engineering design within 20 weeks.

**LIMITATIONS OF PROPOSAL**

1. This proposal excludes traffic studies, traffic counts, traffic signalization design. These services are not recommended as necessary for this project.
2. Boundary surveys, preparations of easement documents, and property acquisition are not included in this scope of services. These services can be provided upon request.
3. This proposal excludes Levels A and B Subsurface Utility Engineering. These services can be provided upon request.
4. Any other items not specifically listed in the attached scope of services is to be considered excluded.

Thank you for the opportunity to provide this proposal to you. If this fee proposal and scope of services are acceptable to you, an **Engineering Agreement** is enclosed for your signature. If you have any questions or comments, do not hesitate to call me.



**Schaumburg & Polk, Inc.**

*Jeremy Bell, P.E.*

Jeremy Bell, P.E.  
Project Engineer

Enclosures: Exhibit A, Scope of Services  
Engineering Agreement

**Exhibit A, Scope of Services  
City of Rice  
Fannin Street Reconstruction Project  
November 18, 2025**

**1. Project Management**

- 1.1. Attendance at preliminary kickoff meeting with CITY staff and project stakeholders and monthly status meetings or reports as necessary to maintain project coordination and City staff awareness of contract progress.
- 1.2. Prepare project correspondence and invoicing documents.
- 1.3. Prepare and submit project schedule to City staff and stakeholders and provide general project management activities.
- 1.4. Project site visits (two (2) initial trips are assumed)
- 1.5. Coordinate with other franchise utilities, (electric power, cable TV, phone, gas, optic fiber, etc.) Send one set of plans to each franchise utility for their review will be submitted at each phase. Request each franchise utility to mark up the plans to show the size, type and location of their utilities. Notify the City if any relocations are required

**2. Topographic, Design Survey and Basemap Development**

- 2.1. Perform a field survey to identify and locate existing topographic elements within the roadway corridor. All identified topographic elements shall be tied down horizontally and vertically. The field survey shall not limited to the following:
  - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
  - Driveways
  - Existing storm sewer inlets, manholes, junction boxes Headwalls (including culvert sizes and invert elevations)
  - Outfalls, bridges and erosion control
  - Existing driveway culverts and swales (flowlines, sizes, types, etc.)
  - Guardrail
  - Utility manholes, vaults, water valves, water meters, wastewater cleanouts, sprinkler heads, telephone poles, power poles, utility markers, other public utilities and franchise utilities
  - Signs (excluding temporary signs)
  - Edge of Trees,
  - Buildings and permanent structures
  - Retaining walls
  - Fencing walls
  - Fence limits
  - Mailboxes (types – wood, brick, stone)
  - Geotechnical Bores
  - Other applicable physical features that could impact design

- 2.2. Establish horizontal control points at 500' maximum spacing.
- 2.3. Establish a vertical control benchmark circuit as needed throughout the project. Use existing City established monument information for the City and tie survey into.
- 2.4. Set control points, which shall be based on NAD-83, on both sides of the roadway, as required to maintain horizontal control throughout the project limits.
- 2.5. Develop Base Map from Topo Survey.

### **3. Construction Documents**

#### **3.1. Construction Plans, Specifications and Estimates (Preliminary and Final)**

- Submittals

SPI will submit Preliminary and Final submittals for the City for review and comment. The following will be required for each submittal:

- Construction Plans
  - One 11"x17" Hard Copies – Plans
  - One 8-1/2"x11" Hard Copies – Spec Book
  - One (1) PDF copy
  - One (1) PDF copy– Scanned City comments previous submittal
- Engineers Opinion of Construction Cost
- Construction Contract Template/Specification Book

- Construction Plans

Each plan sheet will include any other additional documentation, notation, and clarification required by the City's Project Manager to prove design and constructability of the project. Each stage of the construction plan review process will incorporate any changes associated with City comments on previous submittals.

Plan sheet to be included in this set shall be:

- Cover Sheet
- Construction Notes Sheets
- Summary of Quantities Sheets
- Horizontal/Vertical Control Sheet
- Typical Sections (Existing and Proposed)
- Erosion Control Plan
- Roadway Plan/Profiles
- Drainage Area Map
- Drainage Calculations
- Drainage Culvert Plan/Profile
- Landscape & Irrigation Plan (1" = 40' scale)

- Lighting/Illumination Plan
- Traffic Signal Plans (Existing and Proposed)
- Construction Sequencing, Detouring and/or Traffic Control Plan
- Roadway Cross-Sections (100' int. & crit. pts.)
- Details

#### **4. BIDDING PHASE**

- 4.1. City will be responsible for advertisement and fees of the project in the local newspaper.
- 4.2. SPI will post the plans and bid book/specifications to the [www.civcastusa.com](http://www.civcastusa.com) website. Consultant will manage the project for the City on CivCast which will include setting up the project, payment of fees, document upload, issuing addendums, etc.
- 4.3. Respond to contractor questions and provide design clarifications in Addenda format.
- 4.4. The Consultant will prepare addenda to answer questions of the plans and specifications. The Consultant will provide the City with sealed, signed and dated addenda. The Consultant will upload the addenda to CivCast. All addenda will be posted a minimum of 24-hours before the bid opening.
- 4.5. The Consultant will respond to questions submitted from potential bidders and provided by the City to the Consultant a minimum of 72-hours before the bid opening.
- 4.6. Attendance of Bid Opening.
- 4.7. Complete tabulation of bids; checking for mathematical errors and unbalanced bids. Original bid documents to be returned to the City after tabulation. Provide bid tabulation, in PDF format, to City via email and to Contractors who submitted bids via CivCast.
- 4.8. Checking references and other qualification information for the low bidder and writing a letter of recommendation concerning award of the contract.
- 4.9. Returning Bid Bonds and/or cashier's check to all non-awarded bidders.
- 4.10. Additional bidding or Re-Bids are not included in these services and shall be consider additional.

#### **5. Resident Project Representative (RPR)**

- 5.1. Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. RPR services shall be based on 20 hours per week for a 20 week project duration.

#### **6. Construction Administration Phase Services**

- 6.1. Conform construction plans and project specifications to addendums.

- 6.2. Pre-Construction Meeting: Prepare for and attend the Pre-Construction Meeting prior to commencement of Work at the Site. Consultant to provide the following quantities of plans and specifications for distribution at the Pre-Construction Meeting.
- Half-size plans (11-inch x 17-inch) plans – (2 Total)
  - Full-size plans (22-inch x 34-inch) plans – (10 Total)
  - Specification Books – (4 Total)
  - PDF Plan Set and Specs “Approved for Construction” on CD/flash-drive.
- 6.3. Attend on-site construction observation meetings to observe progress, clarify design concepts and/or assist with solutions needed to overcome obstacles in construction (as applicable to scope of work) or to study and evaluate possible practical alternative solutions.
- 6.4. When requested by the City, provide a memo of the site visit observations to the City.
- 6.5. Clarifications and Interpretations. Issue clarifications and interpretations of the Contract documents to City as appropriate. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City from clarifications and interpretations made by the Consultant.
- 6.6. Shop Drawings and Samples. Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to Submit. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor. Consultant review and appropriate action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Such appropriate action of the Consultant is limited to the following:
- (a) No exceptions taken,
  - (b) Revise and resubmit,
  - (c) Make corrections noted, and
  - (d) Rejected.
- 6.7. Substitutes and “or-equal”. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract documents, but subject to the provisions of applicable standards of state or local government entities.
- 6.8. Visits to Site and Observation of Construction. In connection with observations of Contractor's Work while it is in progress:
- Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the

Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- 6.9. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- 6.10. Disagreements between Owner and Contractor. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

6.11. Applications for Payment. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

6.12. Contractor's Completion Documents. Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

6.13. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially

complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

6.14. Final Notice of Acceptability of the Work. Conduct a final inspection and prepare a "punch/checklist" for the contractor to use to achieve final project acceptance. To determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.

6.15. Limitation of Responsibilities. The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work.

## **7. Record Drawings Preparation**

7.1. Prepare project "Record Drawings" based on information provided by the RPR, Contractor, and/or City as to the actual field placement of the work including any changes or deletions.

7.2. Electronic copy of the record drawings shall be submitted on CD/DVD or flash drive in all of the following formats.

- AutoCAD (.dwg) format
- Adobe Portable Document (.pdf) 400 dpi (min) (22"x34")
- TIFF Class IV, 400 dpi format.

7.3. Electronic copy of geotechnical reports, survey data, photographs, and exhibits used for the project, in .pdf or jpg format.

7.4. Electronic copy of project specifications in Microsoft Word (.doc) and PDF format.

7.5. Record drawings shall be sealed by the engineer of record in accordance with the Texas Board of Professional Engineers Policy Advisory Opinion Regarding Record Drawings

7.6. All field changes and revisions shall be shown and noted in the revision block.

7.7. Revisions shall be drawn using accepted drafting standards and shall be clear and legible.

7.8. Line work and notes related to work deleted or changed shall be omitted from the Record Drawing.

## **END EXHIBIT A, SCOPE OF SERVICES**

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Rice, Tx (Owner) and Schaumburg & Polk, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **City of Rice Fannin Street Drainage Improvements** (Project). Engineer's services under this Agreement (Services) are generally identified as **Providing a Plan Set to improve existing drainage issues along Fannin Street in the City of Rice, Texas.**

Owner and Engineer further agree as follows:

### 1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

### 2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
  - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

### 3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **8 weeks from the date of Notice to Proceed**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.15**.
- E. Basis of Payment
  - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
    - a. A Lump Sum amount of **\$171,500.00**. This Payment shall include the following:
      - 1) Hydrological and hydraulic (H&H) calculations including Drainage Area Maps and Culvert Sizing: \$12,200.00
      - 2) Topographical Survey: \$17,000.00
      - 3) Subsurface Utility Exploration (SUE): \$142,300.00
    - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
    - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses

incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

## 5.01 Termination

### A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

### B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

### C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating

contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

#### 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
  3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

## 7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

## 8.01 Successors, Assigns, and Beneficiaries

### A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. **Beneficiaries:** Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

## 9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Scope of Services

This Agreement's Effective Date is \_\_\_\_\_, 2025.

Owner:

\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_  
(authorized individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Engineer:

Schaumburg & Polk, Inc  
\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_  
(authorized individual's signature)

Date: 11/18/2025  
\_\_\_\_\_  
(date signed)

Name: Jeremy White, P.E., CFM  
\_\_\_\_\_  
(typed or printed)

Title: Vice President  
\_\_\_\_\_  
(typed or printed)

Address for giving notices:

Schaumburg and Polk, Inc  
819 W Moore Ave, Terrell, Tx 75160  
\_\_\_\_\_

Designated Representative:

Name: Jeremy Bell, P.E.  
\_\_\_\_\_  
(typed or printed)

Title: Project Engineer  
\_\_\_\_\_  
(typed or printed)

Address:

Schaumburg and Polk, Inc  
819 W Moore Ave, Terrell, Tx 75160  
\_\_\_\_\_

Phone: 972-563-0205

Email: jbell@spi-eng.com

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Rice, Tx (Owner) and Schaumburg & Polk, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **City of Rice Fannin Street Reconstruction** (Project). Engineer's services under this Agreement (Services) are generally identified as **Engineering Design (Plans, Specification and Estimates) for the full reconstruction of Fannin Street including Bidding, Construction Phase Administration and Resident Project Representative (RPR) Services in the City of Rice, Texas.**

Owner and Engineer further agree as follows:

### 1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

### 2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
  - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

### 3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **20 weeks from the date of Notice to Proceed.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.15**.
- E. Basis of Payment
  - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
    - a. A Lump Sum amount of **\$289,650.00**. This fee is broken down as follows:
      - 1) Preliminary Design: \$113,000.00
      - 2) Final Design: \$79,750.00
      - 3) Bidding Phase: \$10,000.00
      - 4) Construction Phase: \$25,900.00
      - 5) Construction Resident Project Representation: \$61,000
    - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
    - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees,

times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

## 5.01 Termination

### A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the

effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

#### 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by

- Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
  3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-

related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### 8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
  - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
  - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Scope of Services

This Agreement's Effective Date is \_\_\_\_\_, 2025.

Owner:

\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_  
(authorized individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Engineer:

Schaumburg & Polk, Inc  
\_\_\_\_\_  
(name of organization)

By: Jeremy M. White, P.E., CFM  
(authorized individual's signature)

Date: 11/18/2025  
(date signed)

Name: Jeremy White, P.E., CFM  
(typed or printed)

Title: Vice President  
(typed or printed)

Address for giving notices:

Schaumburg and Polk, Inc  
\_\_\_\_\_  
819 W Moore Ave, Terrell, Tx 75160

Designated Representative:

Name: Jeremy Bell, P.E.  
(typed or printed)

Title: Project Engineer  
(typed or printed)

Address:

Schaumburg and Polk, Inc  
\_\_\_\_\_  
819 W Moore Ave, Terrell, Tx 75160

Phone: 972-563-0205

Email: jbell@spi-eng.com



7c. Discuss and consider action on the restructuring of the Rice Police Department

Chief Parsons submitted 2 options for his restructuring of the police department.

I included another proposal.

## **RESTRUCTURING OF THE POLICE DEPARTMENT**

**2025-2026**

### **ADOPTED BUDGET \$321,746.00**

| <b><u>Position</u></b> | <b><u>Budgeted</u></b> | <b><u>Proposed</u></b> | <b><u>Increase</u></b> |
|------------------------|------------------------|------------------------|------------------------|
| Chief                  | \$64,272.00            | \$76,050.00            | \$11,778.00            |
| Clerk                  | \$37,878.00            | \$47,870.00            | \$9,992.00             |
| Lieutenant             | \$58,926.00            | \$70,706.00            | \$11,780.00            |
| Patrol                 | \$53,560.00            | \$63,560.00            | \$10,000.00            |
| Patrol                 | \$53,560.00            | \$63,560.00            | \$10,000.00            |
| Patrol                 | \$53,550.00            | \$0                    | \$0                    |
| <b>TOTALS</b>          | <b>\$321,746.00</b>    | <b>\$321,746.00</b>    |                        |

**Overall operating cost will also decrease due to the cut of one full-time position.**

**The cost of benefits (Health, TMRS, Workman's Comp. etc...) for the full-time position is about \$19,500.00**

| <b><u>Position</u></b> | <b><u>Budgeted</u></b> | <b><u>Proposed</u></b> | <b><u>Increase</u></b> |
|------------------------|------------------------|------------------------|------------------------|
| Code Enforcement       | \$0                    | \$16,640.00            | \$16,640.00            |

**16 hours a week = 832 hours per year**

**\$20.00 per hour = \$16,640.00**

**Operation cost = \$2860.00**

**Total \$19,500.00**

City of Rice  
Budget Report  
2025 - 2026 Fiscal Year Working Budget - Adopted

| 100 - General Fund<br>Police     | 2025<br>Current | 2026<br>Working | 2026<br>Requested | % Change |
|----------------------------------|-----------------|-----------------|-------------------|----------|
| 100-50-5105 Director Salary      | 62,400.00       | 64,272.00       | 64,272.00         | 2.91%    |
| 100-50-5106 Clerical Wages       | 36,774.40       | 37,878.00       | 37,878.00         | 2.91%    |
| 100-50-5107 Operation Wages      | 213,200.00      | 219,596.00      | 219,596.00        | 2.91%    |
| 100-50-5110 SS and Medicare      | 23,000.00       | 23,000.00       | 23,000.00         | 0.00%    |
| 100-50-5111 Overtime             | 0.00            | 0.00            | 0.00              | 0.00%    |
| 100-50-5112 Unemployment - TWC   | 1,197.00        | 750.00          | 750.00            | -59.60%  |
| 100-50-5113 Retirement - TMRS    | 22,000.00       | 23,381.00       | 23,381.00         | 5.91%    |
| 100-50-5114 Worker Comp          | 8,000.00        | 5,000.00        | 5,000.00          | -60.00%  |
| 100-50-5115 Health Insurance     | 63,000.00       | 66,180.00       | 66,180.00         | 4.81%    |
| 100-50-5116 Longevity            | 0.00            | 2,322.00        | 2,322.00          | 100.00%  |
| 100-50-5117 Life Insurance       | 1,500.00        | 420.00          | 420.00            | -257.14% |
| 100-50-5118 Cell Phone Allowance | 0.00            | 0.00            | 0.00              | 0.00%    |
| 100-50-5120 Payroll Reserves     | 0.00            | 0.00            | 0.00              | 0.00%    |
| 100-50-5121 Payroll Reserves     | 0.00            | 0.00            | 0.00              | 0.00%    |
| 100-50-5122 Disaster Pay         | 0.00            | 0.00            | 0.00              | 0.00%    |
| 100-50-5123 Disaster Worked Pay  | 0.00            | 0.00            | 0.00              | 0.00%    |
| 100-50-5124 Disaster Overtime Pa | 0.00            | 0.00            | 0.00              | 0.00%    |
| 100-50-5125 Certification pay    | 0.00            | 1,800.00        | 1,800.00          | 100.00%  |
| 100-50-5201 Office Supplies      | 500.00          | 500.00          | 500.00            | 0.00%    |
| 100-50-5202 Printing Supplies    | 500.00          | 500.00          | 500.00            | 0.00%    |
| 100-50-5203 Postage              | 1,000.00        | 500.00          | 500.00            | -100.00% |
| 100-50-5204 Office Equipment     | 0.00            | 0.00            | 0.00              | 0.00%    |
| 100-50-5205 Office Equipment Lea | 1,500.00        | 1,500.00        | 1,500.00          | 0.00%    |
| 100-50-5206 Training Expense     | 2,000.00        | 1,000.00        | 1,000.00          | -100.00% |
| 100-50-5207 Dues and Subscriptio | 0.00            | 0.00            | 0.00              | 0.00%    |
| 100-50-5210 Telephone            | 1,400.00        | 2,400.00        | 2,400.00          | 41.67%   |

321,746.00

Build a career you'll love

What

Police officer



Where

Richland, TX



[Home](#) > [Career Explorer](#) > [Police Officer Salary](#) > [Police Officer Salary in Richland, TX](#)

## Police officer salary in Richland, TX

How much does a Police Officer make in Richland, TX?

Estimated salaries

**\$54,742**

Pay per: Year ▾

↓ 22% below national average

# City of Corsicana Police Department

## Corsicana Police Pay Plan FY 2026



| Position                                                                                       | Grade   | Frequency | Step 1<br>Base | Step 2<br>3 YRS | Step 3<br>4 YRS | Step 4<br>5 YRS | Step 5<br>6 YRS | Step 6<br>7 YRS | Step 7<br>9 YRS | Step 8<br>15 YRS | Step 9<br>20 YRS |
|------------------------------------------------------------------------------------------------|---------|-----------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------|
| Recruit I<br>(Non-certified)                                                                   | PCS - A | Annual    | \$65,408       |                 |                 |                 |                 |                 |                 |                  |                  |
|                                                                                                |         | Monthly   | \$5,451        |                 |                 |                 |                 |                 |                 |                  |                  |
|                                                                                                |         | Bi-Weekly | \$2,515.68     |                 |                 |                 |                 |                 |                 |                  |                  |
|                                                                                                |         | Hourly    | \$31.446       |                 |                 |                 |                 |                 |                 |                  |                  |
| Police Recruit I - Non certified - Upon successful completion of academy promote to Recruit II |         |           |                |                 |                 |                 |                 |                 |                 |                  |                  |
| Recruit II<br>(Certified)                                                                      | PCS - B | Annual    | \$66,533       |                 |                 |                 |                 |                 |                 |                  |                  |
|                                                                                                |         | Monthly   | \$5,544        |                 |                 |                 |                 |                 |                 |                  |                  |
|                                                                                                |         | Bi-Weekly | \$2,558.96     |                 |                 |                 |                 |                 |                 |                  |                  |
|                                                                                                |         | Hourly    | \$31.987       |                 |                 |                 |                 |                 |                 |                  |                  |
| Police Recruit II - Certified - Upon successful completion of probation promote to PO          |         |           |                |                 |                 |                 |                 |                 |                 |                  |                  |
| Police Officer                                                                                 | PCS - 1 | Annual    | \$70,720       | \$73,389        | \$76,057        | \$79,057        | \$82,056        | \$85,057        | \$88,057        | \$89,257         | \$90,457         |
|                                                                                                |         | Monthly   | \$5,893        | \$6,116         | \$6,338         | \$6,588         | \$6,838         | \$7,088         | \$7,338         | \$7,438          | \$7,538          |
|                                                                                                |         | Bi-Weekly | \$2,720.00     | \$2,822.64      | \$2,925.28      | \$3,040.64      | \$3,156.00      | \$3,271.44      | \$3,386.80      | \$3,432.96       | \$3,479.12       |
|                                                                                                |         | Hourly    | \$34.00        | \$35.283        | \$36.566        | \$38.008        | \$39.450        | \$40.893        | \$42.335        | \$42.912         | \$43.489         |
| Corporal                                                                                       | PCS - 2 | Annual    | \$82,499       | \$84,662        | \$86,825        | \$88,989        | \$91,154        | \$93,317        | \$95,480        | \$96,680         | \$97,881         |
|                                                                                                |         | Monthly   | \$6,875        | \$7,055         | \$7,235         | \$7,416         | \$7,596         | \$7,776         | \$7,957         | \$8,057          | \$8,157          |
|                                                                                                |         | Bi-Weekly | \$3,173.04     | \$3,256.24      | \$3,339.44      | \$3,422.64      | \$3,505.92      | \$3,589.12      | \$3,672.32      | \$3,718.48       | \$3,764.64       |
|                                                                                                |         | Hourly    | \$39.663       | \$40.703        | \$41.743        | \$42.783        | \$43.824        | \$44.864        | \$45.904        | \$46.481         | \$47.058         |
| Sergeant                                                                                       | PCS - 3 | Annual    | \$90,101       | \$92,749        | \$95,397        | \$98,046        | \$100,695       | \$103,345       | \$105,995       | \$107,195        | \$108,395        |
|                                                                                                |         | Monthly   | \$7,508        | \$7,729         | \$7,950         | \$8,170         | \$8,391         | \$8,612         | \$8,833         | \$8,933          | \$9,033          |
|                                                                                                |         | Bi-Weekly | \$3,465.44     | \$3,567.28      | \$3,669.12      | \$3,770.99      | \$3,872.88      | \$3,974.80      | \$4,076.72      | \$4,122.88       | \$4,169.04       |
|                                                                                                |         | Hourly    | \$43.318       | \$44.591        | \$45.864        | \$47.137        | \$48.411        | \$49.685        | \$50.959        | \$51.536         | \$52.113         |
| Lieutenant                                                                                     | PCS - 4 | Annual    | \$94,600       | \$97,500        | \$100,400       | \$103,299       | \$106,199       | \$109,098       | \$111,998       | \$113,198        | \$114,398        |
|                                                                                                |         | Monthly   | \$7,883        | \$8,125         | \$8,367         | \$8,608         | \$8,850         | \$9,092         | \$9,333         | \$9,433          | \$9,533          |
|                                                                                                |         | Bi-Weekly | \$3,638.48     | \$3,750.00      | \$3,861.52      | \$3,973.04      | \$4,084.56      | \$4,196.08      | \$4,307.60      | \$4,353.76       | \$4,399.92       |
|                                                                                                |         | Hourly    | \$45.481       | \$46.875        | \$48.269        | \$49.663        | \$51.057        | \$52.451        | \$53.845        | \$54.422         | \$54.999         |
| Captain                                                                                        | PCS - 5 | Annual    | \$99,100       | \$102,249       | \$105,398       | \$108,547       | \$111,696       | \$114,845       | \$117,994       | \$119,194        | \$120,395        |
|                                                                                                |         | Monthly   | \$8,258        | \$8,521         | \$8,783         | \$9,046         | \$9,308         | \$9,570         | \$9,833         | \$9,933          | \$10,033         |
|                                                                                                |         | Bi-Weekly | \$3,811.52     | \$3,932.64      | \$4,053.76      | \$4,174.88      | \$4,296.00      | \$4,417.12      | \$4,538.24      | \$4,584.40       | \$4,630.56       |
|                                                                                                |         | Hourly    | \$47.644       | \$49.158        | \$50.672        | \$52.186        | \$53.700        | \$55.214        | \$56.728        | \$57.305         | \$57.882         |
| Assistant<br>Police<br>Chief                                                                   | PCS - 6 | Annual    | \$103,601      | \$107,334       | \$111,070       | \$114,804       | \$118,541       | \$122,275       | \$126,108       | \$127,308        | \$128,509        |
|                                                                                                |         | Monthly   | \$8,633        | \$8,945         | \$9,256         | \$9,567         | \$9,878         | \$10,190        | \$10,509        | \$10,609         | \$10,709         |
|                                                                                                |         | Bi-Weekly | \$3,984.64     | \$4,128.24      | \$4,271.92      | \$4,415.52      | \$4,559.28      | \$4,702.88      | \$4,850.32      | \$4,896.48       | \$4,942.64       |
|                                                                                                |         | Hourly    | \$49.808       | \$51.603        | \$53.399        | \$55.194        | \$56.991        | \$58.786        | \$60.629        | \$61.206         | \$61.783         |

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## Police Officer

Full-Time - \$67,218.00 - \$82,670.00 Annually

Category: Public Safety

Department: Police

Under general supervision, performs standard police work in the protection of life and property through the enforcement of laws and ordinances, generally consisting of routine patrol, preliminary investigations and traffic regulation duties.

# Police Patrol Officer Salary in Palmer, TX

What is the salary range of a Police Patrol Officer? As of October 01, 2025, the average salary for a Police Patrol Officer in Palmer, TX is \$62,506 per year, which breaks down to an hourly rate of \$30.

However, a Police Patrol Officer's salary can vary significantly. Here's a look at the typical salary range:

- Top Earners (90th percentile): \$73,428
- Majority Range (25th-75th percentile): \$55,881 to \$68,223
- Entry-Level (10th percentile): \$49,849



Compensation Planning



Develop a Job Description



Pay Equity



2025 Compensation Trend



AI Onboarding



AI-Powered Talent

Salary

Salary + Bonus

Benefits

Paid Annually



[View as table](#)



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| PALMER POLICE DEPARTMENT |           |            |            |            |            |            |            |  |  | 2024 |
|--------------------------|-----------|------------|------------|------------|------------|------------|------------|--|--|------|
| SALARY STRUCTURE         |           |            |            |            |            |            |            |  |  |      |
| Years                    | 1 to 2    | 2 to 4     | 4 to 6     | 6 to 8     | 8 to 10    | 10 to 12   | 12 to 14   |  |  |      |
|                          | Step 1    | Step 2     | Step 3     | Step 4     | Step 5     | Step 6     | Step 7     |  |  |      |
| Recruit                  | 67,783    |            |            |            |            |            |            |  |  |      |
| Officer                  | 69,856    | 73,348.80  | 77,016.24  | 80,866     | 84,909.36  | 89,154.83  | 93,612.57  |  |  |      |
| Corporal                 | 75,812.50 | 79,603.13  | 83,583.28  | 87,762.44  | 92,150.56  | 96,758.08  | 101,595.98 |  |  |      |
| Sergeant                 | 78,931    | 82,877.55  | 87,021.43  | 91,372.50  | 95,941.13  | 100,738.18 | 105,775.09 |  |  |      |
| Lieutenant               | 85,963.52 | 90,233.34  | 94,745.00  | 99,482.25  | 104,456.36 | 109,679.18 | 115,163.14 |  |  |      |
| Chief                    | 98,063.52 | 102,966.70 | 108,115.03 | 113,520.78 | 119,196.82 | 125,156.66 | 131,414.49 |  |  |      |
| Secretary                | 69,856    | 73,348.80  | 77,016     | 80,866.05  | 84,909.36  | 89,154.83  | 93,612.57  |  |  |      |

| PALMER POLICE DEPARTMENT |           |           |           |           |            |            |            |  |  | 2023 |
|--------------------------|-----------|-----------|-----------|-----------|------------|------------|------------|--|--|------|
| SALARY STRUCTURE         |           |           |           |           |            |            |            |  |  |      |
| Years                    | 1 to 2    | 2 to 4    | 4 to 6    | 6 to 8    | 8 to 10    | 10 to 12   | 12 to 14   |  |  |      |
|                          | Step 1    | Step 2    | Step 3    | Step 4    | Step 5     | Step 6     | Step 7     |  |  |      |
| Recruit                  | 48,400    |           |           |           |            |            |            |  |  |      |
| Officer                  | 55,660    | 57,608.10 | 59,623.96 | 61,710    | 63,869.85  | 66,104.72  | 68,418.24  |  |  |      |
| Corporal                 | 61,616.50 | 63,464.50 | 65,367.50 | 67,327.70 | 69,347.30  | 71,427.40  | 73,570.20  |  |  |      |
| Sergeant                 | 64,735    | 66,677.05 | 68,677.18 | 70,736.60 | 72,857.73  | 75,042.99  | 77,293.59  |  |  |      |
| Lieutenant               | 71,767.52 | 73,920.11 | 76,136.83 | 78,420.10 | 80,772.34  | 83,194.76  | 85,689.78  |  |  |      |
| Chief                    | 83,867.52 | 88,061.38 | 92,464.57 | 97,087.98 | 101,942.50 | 107,039.02 | 112,390.85 |  |  |      |
| Secretary                | 50,094    | 51,642.80 | 53,240    | 54,837.20 | 56,481.59  | 58,175.59  | 59,920.41  |  |  |      |



# Ferris Police Department

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## Total salary range for Ferris Police Department Police Officer

United States ▾ All years of experience ▾

Total pay

**\$66K-\$91K**<sub>/yr</sub>

About our data



Confident • Last updated Apr 10, 2025 • 1 Salaries submitted

CITY OF FERRIS DPS PERFORMANCE PAY PLAN 2024/2025

| Pay Grade | POSITION CODE | Position Title                                               | Pay Rates                                                                  | STEPS                                                 |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |
|-----------|---------------|--------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|
|           |               |                                                              |                                                                            | 1                                                     | 2                                                     | 3                                                     | 4                                                     | 5                                                     | 6                                                     | 7                                                     | 8                                                     | 9                                                     | 10                                                    |                                                       |
| 1         |               |                                                              | Annual<br>Monthly<br>Bi-Weekly<br>Hourly                                   | \$37,381.02<br>\$ 3,115.09<br>\$ 1,437.73<br>\$ 18.82 | \$38,502.45<br>\$ 3,208.54<br>\$ 1,480.86<br>\$ 19.48 | \$39,657.53<br>\$ 3,304.79<br>\$ 1,525.29<br>\$ 20.07 | \$40,847.25<br>\$ 3,403.94<br>\$ 1,571.05<br>\$ 20.67 | \$42,072.67<br>\$ 3,506.08<br>\$ 1,618.18<br>\$ 21.28 | \$43,334.85<br>\$ 3,611.24<br>\$ 1,666.73<br>\$ 21.93 | \$44,634.90<br>\$ 3,719.57<br>\$ 1,716.73<br>\$ 22.59 | \$45,973.94<br>\$ 3,831.16<br>\$ 1,768.23<br>\$ 23.27 | \$47,353.16<br>\$ 3,946.10<br>\$ 1,821.28<br>\$ 23.98 | \$48,773.78<br>\$ 4,064.48<br>\$ 1,876.91<br>\$ 24.68 |                                                       |
|           | PT-DP         | Part-Time Dispatcher<br><br>*1,976 Hours/Year                |                                                                            |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |
|           |               | FEO<br>FF                                                    | Fire Engine Operator<br>Firefighters -PT (OnCall)<br><br>*2,184 Hours/Year | Annual<br>Monthly<br>Bi-Weekly<br>Hourly              | \$40,181.81<br>\$ 3,768.13<br>\$ 1,737.75<br>\$ 20.89 | \$40,537.06<br>\$ 3,878.08<br>\$ 1,789.88<br>\$ 21.31 | \$47,853.17<br>\$ 3,984.43<br>\$ 1,843.58<br>\$ 21.85 | \$49,371.16<br>\$ 4,114.26<br>\$ 1,898.89<br>\$ 22.81 | \$50,883.52<br>\$ 4,238.98<br>\$ 1,955.52<br>\$ 23.28 | \$52,372.32<br>\$ 4,364.36<br>\$ 2,014.32<br>\$ 23.98 | \$53,844.80<br>\$ 4,495.40<br>\$ 2,074.80<br>\$ 24.70 | \$55,300.96<br>\$ 4,630.08<br>\$ 2,136.96<br>\$ 25.44 | \$57,242.64<br>\$ 4,770.22<br>\$ 2,201.64<br>\$ 26.21 | \$58,959.92<br>\$ 4,913.33<br>\$ 2,267.99<br>\$ 27.00 |
| 3         |               |                                                              | Annual<br>Monthly<br>Bi-Weekly<br>Hourly                                   | \$41,120.58<br>\$ 3,428.71<br>\$ 1,581.56<br>\$ 20.81 | \$42,345.68<br>\$ 3,528.81<br>\$ 1,628.08<br>\$ 21.43 | \$43,610.32<br>\$ 3,634.19<br>\$ 1,677.32<br>\$ 22.07 | \$44,934.24<br>\$ 3,744.52<br>\$ 1,728.24<br>\$ 22.74 | \$46,277.92<br>\$ 3,866.49<br>\$ 1,779.92<br>\$ 23.42 | \$47,661.12<br>\$ 3,971.76<br>\$ 1,833.12<br>\$ 24.12 | \$49,083.84<br>\$ 4,090.32<br>\$ 1,887.84<br>\$ 24.84 | \$50,565.84<br>\$ 4,213.82<br>\$ 1,944.84<br>\$ 25.59 | \$52,087.36<br>\$ 4,340.81<br>\$ 2,003.36<br>\$ 26.36 | \$53,649.98<br>\$ 4,470.83<br>\$ 2,063.46<br>\$ 27.15 |                                                       |
|           | PSDP          | Public Safety Dispatcher<br><br>*1,976 Hours/Year            |                                                                            |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |
|           |               | WO                                                           | Warrant Officer<br><br>*1,976 Hours/Year                                   | Annual<br>Monthly<br>Bi-Weekly<br>Hourly              | \$60,208.72<br>\$ 5,017.39<br>\$ 2,315.72<br>\$ 30.47 | \$62,006.88<br>\$ 5,187.24<br>\$ 2,384.88<br>\$ 31.38 | \$63,864.32<br>\$ 5,322.03<br>\$ 2,456.32<br>\$ 32.32 | \$65,781.04<br>\$ 5,481.75<br>\$ 2,530.04<br>\$ 33.29 | \$67,757.04<br>\$ 5,646.42<br>\$ 2,606.04<br>\$ 34.28 | \$70,187.52<br>\$ 5,848.86<br>\$ 2,689.52<br>\$ 35.52 | \$71,886.88<br>\$ 5,990.57<br>\$ 2,784.88<br>\$ 36.38 | \$74,040.72<br>\$ 6,170.08<br>\$ 2,847.72<br>\$ 37.47 | \$76,273.60<br>\$ 6,356.13<br>\$ 2,933.60<br>\$ 38.60 | \$78,581.81<br>\$ 6,546.82<br>\$ 3,021.61<br>\$ 39.76 |
| 8         |               |                                                              | Annual<br>Monthly<br>Bi-Weekly<br>Hourly                                   | \$68,516.72<br>\$ 5,703.08<br>\$ 2,673.72<br>\$ 31.83 | \$71,591.52<br>\$ 5,965.98<br>\$ 2,753.62<br>\$ 32.78 | \$73,753.68<br>\$ 6,146.14<br>\$ 2,836.88<br>\$ 33.77 | \$76,959.52<br>\$ 6,329.96<br>\$ 2,921.52<br>\$ 34.78 | \$78,230.88<br>\$ 6,509.24<br>\$ 3,008.88<br>\$ 35.82 | \$80,589.60<br>\$ 6,715.80<br>\$ 3,099.60<br>\$ 36.80 | \$82,992.00<br>\$ 6,918.00<br>\$ 3,182.00<br>\$ 38.00 | \$85,481.76<br>\$ 7,123.48<br>\$ 3,267.76<br>\$ 39.14 | \$88,068.88<br>\$ 7,338.24<br>\$ 3,368.88<br>\$ 40.32 | \$90,700.85<br>\$ 7,559.39<br>\$ 3,468.49<br>\$ 41.53 |                                                       |
|           | DPSO          | Department of Public Safety Officer<br><br>*2,184 Hours/Year |                                                                            |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |                                                       |
|           |               | DPSO-NT                                                      | DPS Officer (Not Triple-Certified)<br>12-Month Probationary Position-Only  | Annual<br>Monthly<br>Bi-Weekly                        | \$53,136.00<br>\$ 4,428.00<br>\$ 2,043.88             | \$54,730.00<br>\$ 4,580.83<br>\$ 2,105.00             | \$56,371.98<br>\$ 4,687.67<br>\$ 2,168.15             | \$58,063.14<br>\$ 4,838.60<br>\$ 2,233.20             | \$59,805.04<br>\$ 4,983.75<br>\$ 2,300.16             | \$61,589.19<br>\$ 5,133.27<br>\$ 2,369.20             | \$63,447.16<br>\$ 5,287.26<br>\$ 2,440.28             | \$65,350.58<br>\$ 5,445.68<br>\$ 2,513.48             | \$67,311.10<br>\$ 5,608.26<br>\$ 2,588.89             | \$69,330.43<br>\$ 5,777.54<br>\$ 2,668.59             |



# Police Patrol Officer Salary in Wilmer, TX

What is the salary range of a Police Patrol Officer? As of October 01, 2025, the average salary for a Police Patrol Officer in Wilmer, TX is \$62,947 per year, which breaks down to an hourly rate of \$30.

However, a Police Patrol Officer's salary can vary significantly. Here's a look at the typical salary range:

- Top Earners (90th percentile): \$73,946
- Majority Range (25th-75th percentile): \$56,275 to \$68,705
- Entry-Level (10th percentile): \$50,201



Compensation Planning



Develop a Job Description



Pay Equity



2025 Compensation Trend



AI-Powered HR



AI Onboarding

Salary

Salary + Bonus

Benefits

Paid Annually



[View as table](#)



Didn't find job title? [Click](#)

#2

**RESTRUCTURING OF THE POLICE DEPARTMENT****2025-2026****ADOPTED BUDGET \$321,746.00**

| <b><u>Position</u></b> | <b><u>Budgeted</u></b> | <b><u>Proposed</u></b> | <b><u>Increase</u></b> |
|------------------------|------------------------|------------------------|------------------------|
| Chief                  | \$64,272.00            | \$73,272.00            | \$9,000.00             |
| Dispatcher             | \$37,878.00            | \$44,378.00            | \$6,500.00             |
| Lieutenant             | \$58,926.00            | \$68,000.00            | \$9,074.00             |
| Patrol                 | \$53,560.00            | \$60,000.00            | \$6,440.00             |
| Patrol                 | \$53,560.00            | \$60,000.00            | \$6,440.00             |
| Patrol                 | \$53,550.00            | \$0                    | \$0                    |
| <b>TOTALS</b>          | <b>\$321,746.00</b>    | <b>\$305,650.00</b>    | <b>(\$16,096.00)</b>   |

**Overall operating cost will also decrease due to the cut of one full-time position.**

**The cost of benefits (Health, TMRS, Workman's Comp. etc...) for the full-time position is about \$19,500.00**

| <b><u>Position</u></b> | <b><u>Budgeted</u></b> | <b><u>Proposed</u></b> | <b><u>Increase</u></b> |
|------------------------|------------------------|------------------------|------------------------|
| Code Enforcement       | \$0                    | \$16,640.00            | \$16,640.00            |

16 hours a week = 832 hours per year

\$20.00 per hour = \$16,640.00

Operation cost = \$2860.00

**Total \$19,500.00**



## City of Rice Job Description

Position: Police Records Clerk / Telecommunicator

Department: Police

Reports To: Police Chief

Status: Full-time

**Job Summary:** Performs all general and specialized clerical work for the Rice Police Department.

Answers calls and directs Officers to respond accordingly.

### Duties and Responsibilities:

- Answers the telephone, responds to citizens' inquiries, directs citizens to the appropriate staff person and takes messages for the Department.
- As applicable, maintains office supplies and inventories. Reorders supplies, as necessary.
- Types and processes Departmental correspondence and various documents, manuals, and reports. Assist with preparing cases for submission to the Navarro County District Attorney's Office for Prosecution.
- Must maintain Level III CJIS clearance, TLETS Certification, State of Texas Telecommunicator License and Open Records Certifications.
- Manage projects and contributes to committee and teamwork.
- Maintains files on open warrants. Mails Courtesy Warrant letters.
- Perform the statutory duties of a Police Records clerk so that the administrative responsibilities of the Department are carried out in a prompt, efficient, and lawful manner.
- Ability to multi-task and prioritize.
- Seeks out availability of grant funding opportunities.
- Other duties as assigned by Police Chief.
- Fulfills Open Records Request.

### Skills and Specifications:

- Extensive knowledge of the overall operations of the City of Rice Police Department including policies, procedures, Ordinances, and State Laws.
- General knowledge of office management procedures, records management, filing systems, office correspondence, etc.

- Ability to manage programs, read and understand manuals, record work activities, keep records and work with computers.
- Operate office equipment such as fax machines, copiers, phone systems, and use computers for spreadsheet, word processing, database management, and other applications.
- Skilled in typing and Microsoft Office.
- Ability to communicate courteously and effectively.
- Preferably Bi-Lingual

### **Education and Qualifications:**

High school diploma or equivalent (GED). Minimum of one-year clerical experience preferred. Valid Texas driver's license with driving record that meets City guidelines. Knowledge of Microsoft Word and Excel is crucial. Must have the ability to learn and use specialized computer programs that are used by the Department.

Must pass an extensive background check, physiological exam, drug test and physical.

Must obtain or possess a State Certificate for Open Records and a Telecommunicator License within 1 year.

### **Working Conditions:**

Most work is performed indoors at the Police department. The exception is trips to the post office and occasional out of town training to keep required certification(s) and license(s).

Generally, the position requires light lifting, usually less than 10 pounds, with up to 50 pounds on occasion. Aside from cleansers for cleaning, no hazardous materials or chemicals are used on this job.

### **Personal Attributes:**

Be honest and trustworthy, respectful, flexible, and possess cultural awareness and sensitivity.

### **SIGNATURE:**

Employee: \_\_\_\_\_ Date \_\_\_\_\_

Department Head: \_\_\_\_\_ Date \_\_\_\_\_

3

Below is just an example of an incentive pay program for the police department.

The time frame and amounts can be changed.

There has to be a line item just for this budgeted item.

### **RESOLUTION NO. XXXXXX**

The City of Rice, Texas recognizes the importance of retaining experienced police officers to ensure public safety, reduce recruitment costs, and strengthen community trust.

The first two (2) years of service are critical for officer development and retention. Providing financial and professional incentives encourages officers to remain with the City and fosters long-term commitment.

### **XXX, THEREFOR, BE IT RESOLVED (LOOK UP PROPER WORDING)**

The Rice City Council hereby establishes the Police Officer Retention Incentive Program as follows:

#### **Section 1 Program Overview**

Officers who remain employed with the City of Rice Police Department for 24 consecutive months shall be eligible for a Retention Pay.

The program shall apply to all full-time sworn officers hired after the effective date of this resolution.

#### **Section 2 Incentive Structure**

Year 1 Milestone Incentive Pay: \$2,500 upon completion of 12 months of continuous service

Year 2 Retention Bonus: \$2,500 - \$5,000 lump sum payment upon the completion of 24 months of continuous service.

#### **Additional Benefits:**

- One additional vacation day per year after 2 years
- Access to leadership and specialized training programs

#### **Section 3 Eligibility Requirements**

Officers must remain in good standing with no major disciplinary actions.

**RICE POLICE DEPARTMENT PAY COMPARISON  
2025**

| ENTITY      | PAY RANGE                  | COMMENTS                                            |
|-------------|----------------------------|-----------------------------------------------------|
| Alma        | \$22 per hour              |                                                     |
| Garrett     | \$20 - \$23                | Pays 70% insurance and TMRS is 5:1                  |
| Richland    | \$25                       |                                                     |
| Angus       |                            | Contracts with Richland PD. Pay \$1500 for 30 hours |
| Kerens      | \$25                       | Last new office was right out of academy            |
| Buffalo     | \$20                       | Population 1.77 thousand                            |
| Italy       | \$21.66 - \$26.33 per hour |                                                     |
| Wilmer      | \$32.35                    |                                                     |
| Fairfield   | \$24                       |                                                     |
| Palmer      | \$46,000 to \$56,000       | Depending on Experience                             |
| Whitney     | \$25.75                    |                                                     |
| Centerville | \$24.08                    | Population 950                                      |

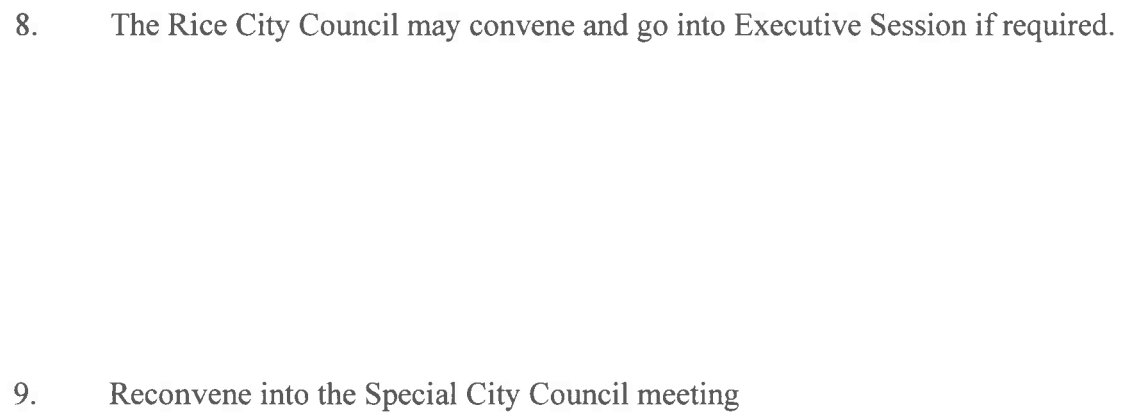
**Internet research**

Typical Salary Range for towns under 1,500:

Low end: \$35,000-\$40,000

Mid-range: \$45,000-50,000

High end: \$55,000





10. Adjourn