



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

[www.cityofrhome.com](http://www.cityofrhome.com) | [citysecretary@cityofrhome.com](mailto:citysecretary@cityofrhome.com)

**Mayor**  
Patricia Mitchell

**City Council**

**Mayor Pro-Tem,**  
**Place 1**  
Josh McCabe

**Place 2**  
Michelle Tye

**Place 3**  
Elaine Priest

**Place 4**  
Kathy Konegni

**Place 5**  
Patrick Meehan

**Interim City**  
**Administrator**  
Eric Debus

**City Attorney**  
Carvan Adkins

**City Secretary**  
Shaina Odom

**Fire Chief**  
Michelle  
DiCredico

**Police Chief**  
Eric Debus

**Public Works**  
**Director**

## **NOTICE OF MEETING OF THE RHOME CITY COUNCIL**

**Meeting Date: Thursday, August 11, 2022**

**Regular Session: 6 pm**

**Executive Session: Immediately Following Regular Session**

**Meeting Location: Rhome Community Center, 261 North School Road, Rhome, TX 76078**

**LIVE Streaming: In an effort to be as accessible as possible, we will be**

**Live Streaming the meeting using GoToMeeting.**

**Please call 1 (571) 317-3129/ Access Code 991-405-501**

**Toll Free 1-877-309-2073**

The Rhome City Council *may* conduct this meeting by videoconference call in accordance with Section 551.127 of the Texas Open Meetings Act. A quorum of the City Council will be physically present at the address listed above and the public may attend the meeting at the same location.

### **Regular Session: 6 pm**

### **Call to Order and Establish a Quorum –**

**Invocation – Pastor Ricky Harrison**

**Pledge of Allegiance to the American Flag**

**Pledge of Allegiance to the Texas Flag**

*Honor the Texas Flag; I pledge allegiance to thee, Texas, One state under God, One and indivisible*

### **Public Comments**

1. *The Council is not permitted to take action on or discuss any comments made to the Council at this time concerning an item not listed on the agenda. However, a Council Member or Mayor may make a statement of fact regarding the item, make a statement concerning the policy regarding the item and/or may propose that the item be placed on a future agenda or direct the City Administrator to contact the individual to address. If you are attending the meeting via Live Streaming, and you would like to make a Public Comment, you must email the City Secretary at [citysecretary@cityofrhome.com](mailto:citysecretary@cityofrhome.com) prior to 4 pm on the day of meeting and must identify each subject you plan to present to be recognized.*
2. *If the writer of a Public Comment wants someone to read the letter, it will only be read by the City Secretary and must be emailed prior (email above) to 4 pm on the day of the meeting.*
3. *Public Comments made in person require the speaker to submit the sign-up form to the City Secretary prior to the meeting, and the form must identify each subject the speaker plans to present.*
4. *A statement of no more than 3 minutes may be made. There will be no yielding of time to another person. Comments should be directed to the entire Council, not individual members. Engaging in verbal attacks, or comments intended to insult, abuse, malign, or slander any individuals shall be cause for termination of time privileges and removal from Council Chambers.*

### **Announcements from Mayor and Council Members**

- Back-to-School Kick-OFF Event- Waypoint Church @ 4 pm – 170 BC Rhome
- Planning and Zoning Special Meeting August 22, 2022 at 6 pm
- City Council Meeting August 25, 2022 at 6 pm

### **Consent Agenda**

*All items under this section are recommended for approval for the Consent Agenda. These items are of a routine nature and require only brief deliberation by Council. Council reserves the right to remove any item on the Consent Agenda for further deliberation.*

- A. Minutes of City Council Regular Session dated July 28, 2022 **(City Secretary)**
- B. Minutes of City Council Regular Session dated August 4, 2022 **(City Secretary)**

### **Monthly Staff Reports and Board Minutes**

*All items under this section are for informational purposes only; no action will be taken by Council.*

- C. Departments: Administration, Building & Development, Fire Rescue, Municipal Court, Police and Public Works (Department Heads)

### **Regular Agenda – New Business**

- D. Discussion and any necessary action regarding Amendments 2, 3, 4 and Resolution associated with Amendment 3, to PMB (RVR) Developer's Agreement **(City Administrator)**
- E. Discussion and any necessary action regarding adding Interim City Administrator, Eric Debus, as authorized signer to all Pinnacle and Wells Fargo City of Rhome bank accounts **(City Administrator)**
- F. Discussion and any necessary action regarding IT services for the remainder of FY 2021-2022 **(City Administrator)**
- G. Discussion and any necessary action regarding FY 2022-2023 Budget **(City Administrator)**
- H. Discussion and any necessary action regarding East Waste Water Treatment Plant Construction close out documents **(City Administrator)**
- I. Discussion and any necessary action regarding Ordinance for Water Rate increase approved by Council and setting effective date **(City Administrator)**
- J. Discussion and any necessary action regarding drainage project **(City Administrator)**
- K. Discussion and any necessary action regarding Signatory authority at Pinnacle and Wells Fargo for all City of Rhome accounts, removing Cynthia Northrop **(City Administrator)**
- L. Discussion and necessary action to secure access to city resources and assets. **(Mayor)**
- M. Discussion and necessary action to appoint a secondary individual with computer access to City files/records. **(Mayor)**
- N. Discussion and necessary action regarding council directives of mayor's responsibilities. **(Mayor)**
- O. Discussion and necessary action to advertise, interview, hire City Admin position. **(Mayor)**
- P. Discussion and necessary action to reconsider the three contracts council approved August 4, 2022. **(Mayor)**

### **Convene into Executive Session –**

*Pursuant to the following designated section of the Texas Government Code, Annotated, Chapter 551 (Texas Open Meetings Act), the Council may convene into executive session to discuss the following:*

- Q. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney
- R. Section 551.072 Deliberation regarding Real Property - purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on position of the governmental body in negotiations with a third person
- S. Section 551.074 Personnel – discuss appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or hear complaint or charge against officer or employee in executive session unless officer or employee requests a public hearing

- T. Section 551.087 – Deliberations regarding Economic Development Negotiations – to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to locate, stay or expand in or near the City and with which the City is conducting economic development negotiations

**Future Agenda Items**

***(Agenda items are due by 5 pm on the Wednesday of the week prior to the council meeting)***

**Adjourn**

**A quorum of Planning & Zoning Commissioners may be present at this meeting and its members may participate in the discussions of the items on the agenda over which they have responsibilities or authority.**

**A quorum of Parks & Recreation Board Members may be present at this meeting and its members may participate in the discussions of the items on the agenda over which they have responsibilities or authority.**

*\*Pursuant to the Open Meetings Act, Chapter 551, Section 551.071 of the Texas Government Code, the Council may convene into executive session at any time during the meeting if a need rises for the City Council to seek advice from the City Attorney concerning any item on this agenda, to discuss pending and contemplated litigation, or a settlement offer, or to discuss a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Board of Texas clearly conflicts with Chapter 551.*

*The Council may vote and / or act upon each of the items listed in this Agenda. Except for Public Presentation and Input and items in the agenda designated as public hearing or otherwise designated for public input, there will be no public input during the course of this meeting without express authorization from the presiding officer.*

*This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact City Hall at 817-636-2462 for further information.*

**CERTIFICATION:** I do hereby certify that the above City Council Agenda was posted on the designated bulletin board located at City Hall, 501 South Main Street, Rhome, Texas by 6pm on August 8, 2022.

  
Shaina Odom, City Secretary

I certify that the attached notice and agenda of items to be considered by the Rhome City Council was removed by me from the designated bulletin board located at City Hall, 501 South Main Street, Rhome, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_, Title: \_\_\_\_\_



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# AGENDA ITEM A





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Josh McCabe

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**City**  
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Cynthia Northrop

**City Attorney**  
Carvan Adkins

**City Secretary**  
Shaina Odom

**Fire Chief**  
Michelle  
DiCredico

**Police Chief**  
Eric Debus

**Public Works**  
**Director**

## MINUTES OF MEETING OF THE RHOME CITY COUNCIL

**Meeting Date: Thursday, July 28, 2022**

**Regular Session: 6 pm**

**Executive Session: Immediately Following Regular Session**

The Rhome City Council may conduct this meeting by videoconference call in accordance with Section 551.127 of the Texas Open Meetings Act. A quorum of the City Council will be physically present at the address listed above and the public may attend the meeting at the same location.

### Regular Session: 6 pm

Mayor Mitchell called the meeting to order at 6 pm

### Call to Order and Establish a Quorum –

#### **Invocation – Pastor Heath Van Zandt**

Pastor Van Zandt led the Invocation

#### **Pledge of Allegiance to the American Flag**

#### **Pledge of Allegiance to the Texas Flag**

*Honor the Texas Flag; I pledge allegiance to thee, Texas, One state under God, One and indivisible*  
Council Member Konegni led the Pledges

### Public Comments

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  - Lisa Ann Wilson – 240 W First Street
  - Ashley Majors – 200 Dogwood
  - JoAnn Wilson – 240 W First Street
  - Deborah BeCraft 360 W Second Street

## **Announcements from Mayor and Council Members**

- Planning & Zoning Meeting August 1, 2022 at 6 pm
- Bulk trash pick-up August 2, 2022
- City Council Meeting August 11, 2022 at 6pm

## **Consent Agenda**

*All items under this section are recommended for approval for the Consent Agenda. These items are of a routine nature and require only brief deliberation by Council. Council reserves the right to remove any item on the Consent Agenda for further deliberation.*

### **A. Minutes of City Council Regular Session dated July 14, 2022 (City Secretary)**

*Mayor Pro-Tem McCabe made a motion to accept the minutes as presented, Council Member Meehan seconded the motion. Motion passed unanimously.*

## **Monthly Board Minutes**

*All Items under this section are for informational purposes only; no action will be taken by Council.*

### **B. Minutes of Regular Planning & Zoning Commission Meeting dated May 2, 2022**

## **Presentations:**

### **C. Amy Pegues- Wise County Committee on Aging/Meals on Wheels**

## **Regular Agenda – Old Business**

### **D. Discussion, update and any necessary action regarding W/WW Revenue Bond and review water rate recommendations by consultant (City Administrator)**

City Administrator Northrop went over the rates and the different options. Council member Priest made a motion to approve option one, 10% increase on water bills to cover the maintenance of the water system at the bare minimum. Council member Tye seconded the motion. Motion passed unanimously.

### **E. Discussion and any necessary action regarding drainage project (City Administrator)**

Council Member Meehan presented a PowerPoint showing images of the properties drainage system in question. Kyle Weldon, Kimley-Horn, spoke on the matters regarding protecting the road/drainage system. Council Member Priest made a motion to table this item, Council member Meehan seconded the motion. Motion passed unanimously.

## **Regular Agenda – New Business**

### **F. Discussion and any necessary action regarding Certified Taxable Values, Proposed Budget for Fiscal Year 2022-2023 and Proposed Tax Rate in preparation for Public Hearings (City Administrator)**

Mayor Pro-Tem McCabe made a motion to go forward with option 2, Fire Department purchase two brush trucks and build them inhouse, using savings and RVR Funds to pay for the vehicles. Council Member Meehan seconded the motion. Motion passed unanimously.

### **G. Discussion and any necessary action regarding application for dual Certificate of Convenience and Necessity (CCN) with PMB/RVR (City Administrator)**

Mayor Pro-Tem McCabe made a motion to move forward with the Dual CCN, Council Member Tye seconded the motion. Motion passed unanimously.

### **H. Discussion and any necessary action regarding hiring temporary help to assist with Open Records Requests (Council Member Priest)**

No action was taken on this item.

## **Convene into Executive Session –**

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- I. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney

- J. Section 551.072 Deliberation regarding Real Property - purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on position of the governmental body in negotiations with a third person
- K. Section 551.074 Personnel – discuss appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or hear complaint or charge against officer or employee in executive session unless officer or employee requests a public hearing
  - City Administrator
- L. Section 551.087 – Deliberations regarding Economic Development Negotiations – to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to locate, stay or expand in or near the City and with which the City is conducting economic development negotiations

**Reconvene into Regular Session**

- M. Discussion and any necessary action as a result of Executive Session

No action was taken due to Executive Session.

**Future Agenda Items**

***(Agenda items are due by 5 pm on the Wednesday of the week prior to the council meeting)***

**Adjourn**

Council Member Tye made a motion to adjourn, Council Member Meehan seconded the motion. Motion passed unanimously. Meeting adjourned at 10:10 pm

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Patricia Mitchell,

Mayor

ATTEST:

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Shaina Odom

City Secretary



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# AGENDA ITEM B



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**Place 5**  
Patrick Meehan

**City  
Administrator**  
Cynthia Northrop

**City Attorney**  
Carvan Adkins

**City Secretary**  
Shaina Odom

**Fire Chief**  
Michelle  
DiCredico

**Police Chief**  
Eric Debus

**Public Works  
Director**

## MINUTES OF SPECIAL MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, August 4, 2022

Regular Session: 6 pm

Executive Session: Immediately Following Regular Session

**Meeting Location:** Rhome Community Center, 261 North School Road, Rhome, TX 76078

**Regular Session: 6 pm**

**Mayor Mitchell called the meeting to order at 6:00 pm**

### **Call to Order and Establish a Quorum –**

#### **Invocation**

Pastor Van Zandt led the Invocation

#### **Pledge of Allegiance to the American Flag**

#### **Pledge of Allegiance to the Texas Flag**

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### **Public Comments**

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  - *Deborah BeCraft – 240 W Second Street*

### **Convene into Executive Session –**

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- A. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney
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- C. Section 551.074 Personnel – discuss appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or hear complaint or charge against officer or employee in executive session unless officer or employee requests a public hearing
  - City Administrator
- D. Section 551.087 – Deliberations regarding Economic Development Negotiations – to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to locate, stay or expand in or near the City and with which the City is conducting economic development negotiations

Mayor Mitchell convened into executive session at 6:06 pm

### **Reconvene into Regular Session**

Mayor Mitchell reconvened into regular session at 6:56 pm

- E. Discussion and any necessary action as a result of Executive Session

Council Member Konegni left the meeting at 7:05 pm

Mayor Pro-Tem McCabe made a motion to approve the separation agreement as negotiated with the City Administrator, Cynthia Northrop. Council Member Tye seconded the motion. Motion passed 3-1, Council Member Meehan against.

Council Member Priest made a motion to approve Eric Debus to serve as the Interim City Administrator at a salary of \$105,600.00. Mayor Pro-Tem McCabe seconded the motion. Motion passed 3-1, Council Member Meehan against.

Council Member Priest made a motion to approve a contract between the City of Rhome and Cynthia Northrop at \$50.00 per hour for consultation services August 5, 2022 to February 28, 2023. Council Member Tye seconded the motion. Motion passed 3-1, Council Member Meehan against.

Council Member Priest made a motion for Interim City Administrator, Eric Debus, to report to Mayor Pro-Tem McCabe. Council Member Tye seconded the motion. Motion passed 3-1, Meehan against

Council Member Priest made a motion to appoint identical Mayoral duties to Mayor Pro-Tem McCabe. Council Member Tye seconded the motion. Motion passed 3-1, Council Member Meehan against.

### **Future Agenda Items**

***(Agenda items are due by 5 pm on the Wednesday of the week prior to the council meeting)***

### **Adjourn**

Mayor Pro-Tem McCabe made a motion to adjourn. Council Member Priest seconded the motion. Motion passed unanimously.

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Patricia Mitchell,

Mayor

ATTEST:

---

Shaina Odom  
City Secretary



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# AGENDA ITEM C





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## Administration by the Numbers – July 2022

### Bank Statement Balances

Account Name	Balances as of July 2021	Balances as of July 2022
2019 Bond Checking	\$642.79	\$105,225.54
Fire Dept Checking	\$103,458.32	\$28,738.63
Fire Dept Savings - Quarterly Statement	\$40,793.32	\$ 61,123.00
General Fund Checking	\$157,146.82	\$989,048.25
General Fund Savings	\$270,850.94	\$220,171.19
Hotel Motel Tax	\$77,577.91	\$87,553.98
Interest & Sinking	\$510,796.22	\$439,500.88
LOGIC	\$964,526.74	\$331,564.30
MC Building Security	\$34,686.57	\$40,493.91
MC Technology Fund	\$11,755.50	\$7,181.47
Meter Deposits	\$100,486.50	\$121,882.30
Parks & Recreation Checking	\$28,872.06	\$52,171.31
Payroll ZBA Account	\$0.00	\$0.00
Police Grant Account	\$2836.03	\$2,809.13
Police Seizure Funds	\$100.52	\$12,095.55
RhOME Beautification Fund	\$451.00	\$1140.00
Rolling V	\$27,578.54	\$13,639.01
TEXSTAR	\$825,544.15	CLOSED
Water & Sewer Checking	\$173,662.57	\$1,626,580.01
<b>TOTAL</b>	<b>\$3,331,766.50</b>	<b>\$4,140,918.46</b>

Per Council's previous direction to reduce costs and to streamline processes, Staff is working with OpenGov to implement consolidated cash by; getting current on bank reconciliation on all accounts, updating chart of accounts and opening up a new bank account to accommodate clear demarcation for new consolidated cash. Current timeline for going live with consolidated cash is projected to be by the end of August, if not a little sooner.

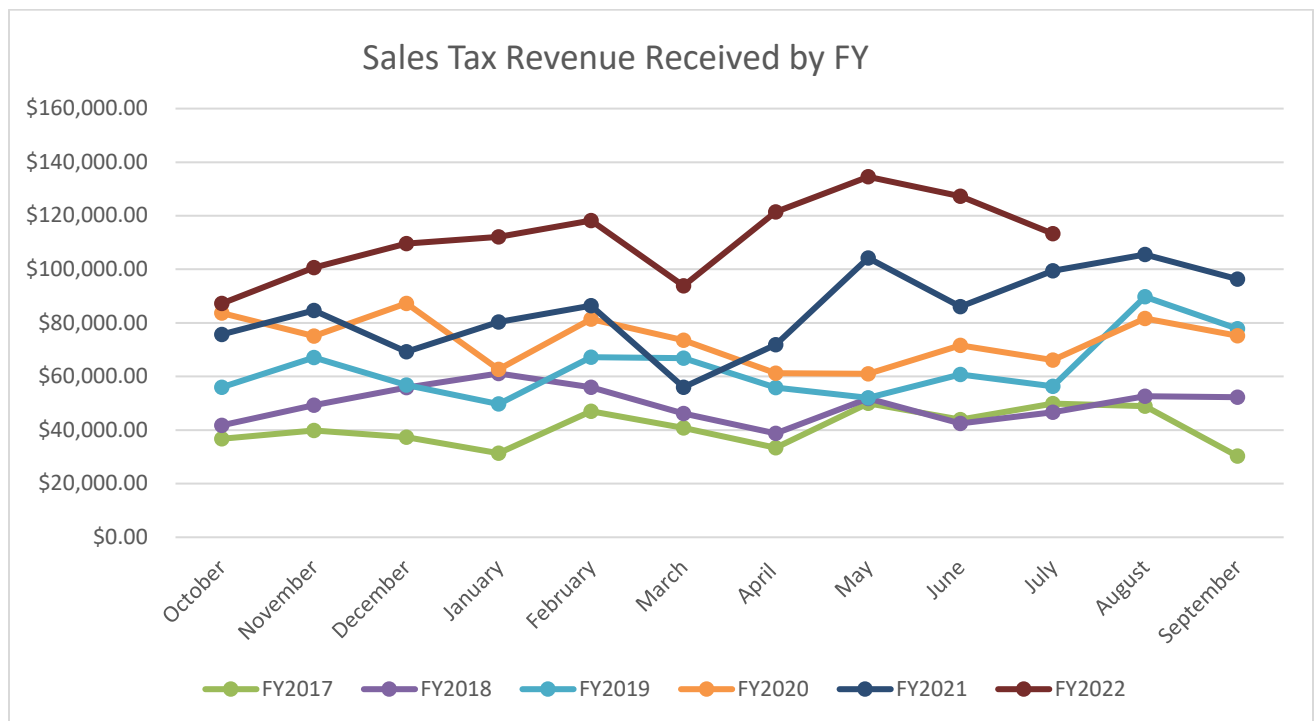
During the month of September 2021, the following account was closed:

- **TexSTAR Investment** – One of the two investment accounts opened to hold proceeds from the 2019 Bond Election for the EWWTP Expansion Project. Funds have been drained from this account for payment of construction costs. LOGIC Investment Account is still active and will be used to continue paying construction costs through completion of project.

## Fiscal Year Sales Tax Revenue Received

July 2022 –

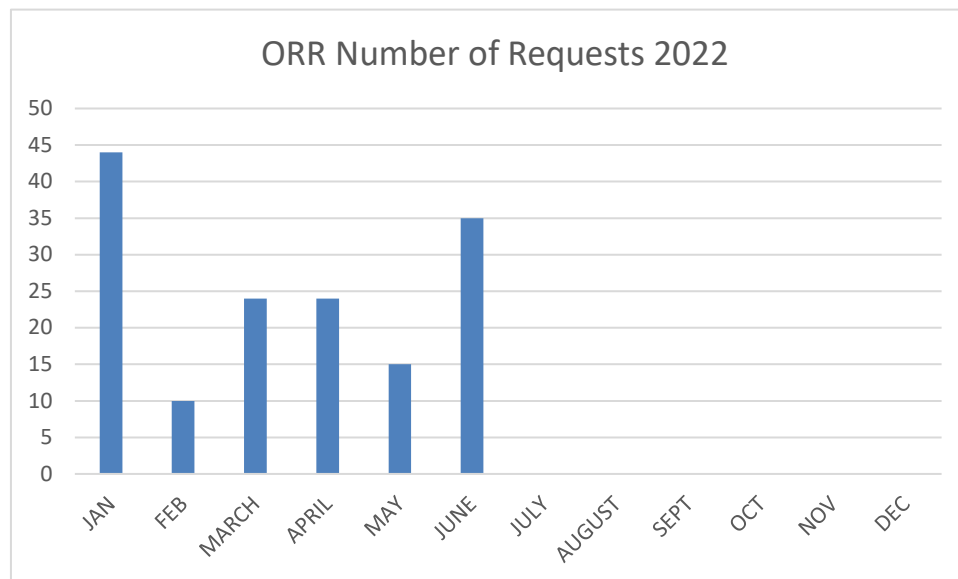
Month Received	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
October	\$36,761.46	\$41,715.19	\$55,994.48	\$83,748.34	\$75,745.64	\$87,240.35
November	\$39,909.64	\$49,257.27	\$67,076.39	\$75,077.06	\$84,636.19	\$100,616.96
December	\$37,325.73	\$55,857.75	\$56,827.29	\$87,313.44	\$69,183.69	\$109,601.99
January	\$31,401.41	\$61,139.42	\$49,719.73	\$62,703.14	\$80,355.58	\$112,070.99
February	\$47,000.93	\$56,030.60	\$67,180.35	\$81,459.72	\$86,432.78	\$118,263.75
March	\$40,837.42	\$46,156.35	\$66,853.76	\$73,488.63	\$56,025.15	\$93,857.59
April	\$33,361.07	\$38,766.96	\$55,814.51	\$61,205.25	\$71,816.35	\$121,488.55
May	\$49,987.00	\$51,754.08	\$52,022.35	\$61,014.98	\$104,220.79	\$134,530.78
June	\$43,940.94	\$42,538.20	\$60,712.41	\$71,595.88	\$86,028.11	\$127,257.66
July	\$49,928.81	\$46,649.99	\$56,382.32	\$66,189.23	\$99,504.10	\$113,283.50
August	\$48,878.03	\$52,698.74	\$89,739.58	\$81,658.50	\$105,530.55	
September	\$30,263.17	\$52,300.18	\$77,788.90	\$75,181.40	\$96,366.36	
<b>Total</b>	<b>\$489,595.61</b>	<b>\$594,864.73</b>	<b>\$756,112.07</b>	<b>\$880,635.57</b>	<b>\$1,015,847.29</b>	<b>\$1,118,212.12</b>



# Requests for Information:

## Calendar YTD Requests for Information

Requests Received	182
Pending / Open	5
Sent for Attorney General Opinion (RFO)	2
Complete / Closed	177
Requestor Fees – <i>in an effort to streamline, responses less than 50 pages will be emailed to the requestor to reduce supply costs and staff time</i>	\$6.00
Approximate Staff Time	135.7 HRS
Approximate Supply Cost	\$9
Approximate Staff Cost	\$3,392.50



2022-155	Shirley Mize	2-Jul	7/18	1. Please provide a breakdown (calculated examples) of the Residential & Commercial current wastewater rates & formula's billings, for all size pipes, that is currently being billed, on monthly water bills.	30	7/18
2022-156	Shirley Mize	2-Jul	7/18	2. Please provide current garbage rates for residential & commercial.	30	7/18

2022-157	Shirley Mize	2-Jul	7/18	3. Please provide a City of Rhome Water/Wastewater/Garbage monthly bill for Motel 6 and Love;s for the past two months with a breakdown showing how each bill was determined by rates & formula's used to conclude each total billings for both monthly bills requested.	30	7/18
2022-158	Carole Bartholomew	5-Jul	7/19	Please email me the issued permits for new homes and swimming pools with contactor, job address, value and issue date for the month of June 2022	15	7/21
2022-159	Janine Rugas	5-Jul	7/19	A copy of your building permit records since May 5, 2022, including Permit number, applied issued dates, work address, permit type, permit status, description of work to be done, contractor and architect details, job valuation	60	7/21
2022-160	Jerry Jarzombek	6-Jul	7/20	1. ALL Citations and warnings issued by, or on behalf of, the code enforcement officer from March 1, 2021 through the present date. 2. The disposition of those warnings and citations. 3. Documents evidencing the determination that the building made the subject of citations 22 64827, 22 43416 and 22 43418 is in violation of any City ordinance. 4. ALL complaints about the building in the citations referenced above.	120	7/21
2022-161	Shannon Jones	7-Jul	7/21	Right to know if chemicals used in ditches, city easements, along old mill, that Sean Densmore has used in past. MSDS, universal precautions, health hazards, applicator license info, ect. Of this weed control product; in case citizens develop health issues later	30	7/21
2022-162	Askia Bell	8-Jul	7/22	I Would like a list of residential properties with Code Violations over the last 30 days.	30	7/21

2022-163	Askia Bell	8-Jul	7/22	I Would also like a list of properties with water shut off over the last 30 days.	30	7/21
2022-164	Deborah BeCraft	13-Jul	7/27	1. A list of the companies that rent space for their antenna's on top of the water tower.		
2022-165	Deborah BeCraft	13-Jul	7/27	A copy of the contract for each of the these companies showing what they pay. This can be just the 1 <sup>st</sup> page showing company name and price paid annually or whatever page shows the company and price. I do not need the entire contract. ( I understand that 1 or 2 of the antenna's are pro-bono such as the antenna for the emergency services for Wise county.		
2022-166	Deborah BeCraft	13-Jul	7/27	A. A copy of the most recent receipts of payment for each of these companies.	45	7/27
2022-167	Deborah BeCraft	13-Jul	7/27	1. A copy of the invoice for the newest police radios that were approved for purchase at the 6/21/2021 council meeting. This includes the 7 handheld / Triband and the 9 mobiles.	45	7/27
2022-168	Deborah BeCraft	13-Jul	7/27	A. A copy of the paid receipt for the above radios and mobiles.	45	7/27
2022-169	Deborah BeCraft	13-Jul	7/27	1. A copy of the certificate or other paper showing our ISO fire rating.	30	7/27
2022-170	Deborah BeCraft	13-Jul	7/27	I would also like a copy of any 1 document showing our current Bond Rating. I don't know what kind of document this would be on, but only need the page showing the most current.		
2022-171	Lisa Ann Wilson	19-Jul	8/2	Shaina – Thanks for the 2021 report. It is my understanding that this type of report should also be available for 2018, 2019 and 2020. These should be readily available from the Volunteer Fire Department and would not require creation of a record. Please forward these report as soon as possible.	30	8/3

2022-172	Ruby Sargento	30-Jun	7/15	I am requesting a list of all residential rental properties in the city of RHOME that were registered any time between June 1, 2022 and June 30, 2022. I only need the property addresses. I do not want any other information regarding the rental properties	30	7/19
2022-173	Deborah BeCraft	19-Jul	8/2	1. Copies of the documents showing the fines, non-conforming and/or non-compliance reports from TCEQ for the eastside WWTP for the years of 2015,2016,2017,2018,2019,2020,2021 and year to date for 2022.	100	8/3
2022-174	Deborah BeCraft	19-Jul	8/2	1. Copies of the documents showing the fines, non-conforming and/or non-compliance reports from TCEQ for the westside WWTP for the years of 2015,2016,2017,2018,2019,2020,2021 and year to date for 2022.	100	8/3
2022-175	Deborah BeCraft	19-Jul	8/2	1. Copies of the documents showing the fines, non-conforming and non-compliance reports from TCEQ for our water for the years of 2015,2016,2017,2018,2019,2020,2021 and year to date for 2022.	100	8/3
2022-176	RaMona Davis	21-Jul	8/4	McDonald's Please send any inspections performed AFTER 04/09/2022. If there are no inspections after that date, please let us know. We do not need any inspections performed on or before 04/09/2022.	30	8/5
2022-177	Kate Reddig	26-Jul	8/9	We are working with AT&T to bring Fiber Optic Cable network expansion to BLUESTEM PHASE 1 SUBDIVISION (Map is shown in an image attached). We need ASBUILT (Water, SS and Storm Drain) and Plat data to ensure that we remain in the ROW or within a Utility Easement. This data will be used to generate Engineering plans that will be submitted in a ROW Permit application. If you have any questions or comments please contact me. A029R0B	30	7/26

2022-178	Lisa Ann Wilson	23-Jul	8/5	Reference Public Meetings to be held with P&Z Monday August 1 and with council August 11, 2022 posted July 22,2022 Wise County Messenger. . Please provide a map that shows areas within out city limits that are zoned Commercial as well as documentation that supports that designation.	30	8/5
2022-179	Lisa Ann Wilson	23-Jul	8/5	Also, provide specific information relative to why “Brewery” and “Small Event Venue” is stated as to locations and future use. What does the definition “Tourist and Bed and Breakfast” relate to and proposed location. How is this relevant to “Zoning Change” without citizen notification? Provide a copy or information that requested this change.	30	8/5
2022-180	Deborah BeCraft	28-Jul	8/11	1. The paid invoice for the sewer repair on first street that happened about the end of March or beginning of April 2022.	30	8/5
2022-181	Deborah BeCraft	28-Jul	8/11	1. A copy of the bank statement for the PW for the month of March and April for 2022.	30	8/5
2022-182	Chris Jackson	29-Jul	8/12	Farmer Environmental Group is performing an Environmental Site Assessment of the following property: 224 Capital Lane, Rhome, TX. Your assistance is requested in order to obtain pertinent information for the property we are assessing. Such information may consist of emergency responses to fires or hazardous material spills, code violations, storage/use of petroleum products and/or hazardous materials, ongoing compliance or enforcement actions, or information indicative of environmental concern.	30	8/5

# RHOME POLICE DEPARTMENT

Monthly Council Report

July 2022





# RHOME PD UPDATES

## Touch-a-Truck

Your Rhome Police Department participated in the 1<sup>st</sup> Touch-a-Truck event at the Rhome Family Park. The event is a chance for the citizens of Rhome to look at city vehicles including police, fire, and public works. Also, there was Wise County EMS, Air Evac, and a drone demonstration by the DEA.



# RHOME PD UPDATES

## NIBRS

For the last several months Sergeant Richie has been diligently working to get the Rhome Police Department into compliance with the National Incident Based Reporting System (NIBRS). Our agency will now be eligible to apply for Federal grants after submitting Crime data for three consecutive years. Listed below are several benefits to reporting crime data.

Implemented to improve the overall quality of crime data collected by law enforcement, NIBRS captures details on each single crime incident—as well as on separate offenses within the same incident—including information on victims, known offenders, relationships between victims and offenders, arrestees, and property involved in crimes.

Unlike data reported through the UCR Program's traditional Summary Reporting System (SRS)—an aggregate monthly tally of crimes—NIBRS goes much deeper because of its ability to provide circumstances and context for crimes like location, time of day, and whether the incident was cleared.

As recommended by professional law enforcement organizations, the FBI has made nationwide implementation of NIBRS a top priority because NIBRS can provide more useful statistics to promote constructive discussion, measured planning, and informed policing. To increase participation, the UCR Program is partnering with the Bureau of Justice Statistics on the National Crime Statistics Exchange, working with advocacy groups to emphasize the importance of NIBRS data, and transitioned the UCR Program to a NIBRS-only data collection, as of Jan. 1, 2021. In addition, the UCR Program has made resources available to help agencies address the cost of transitioning, as well as the potential perception that an agency has higher crime levels when NIBRS actually establishes a new baseline that more precisely captures reported crime in a community.

When used to its full potential, NIBRS identifies, with precision, when and where crime takes place, what form it takes, and the characteristics of its victims and perpetrators. Armed with such information, law enforcement can better define the resources it needs to fight crime, as well as use those resources in the most efficient and effective manner. NIBRS:

- **Provides greater specificity in reporting offenses.** Not only does NIBRS look at all of the offenses within an incident, but it also looks at many more offenses than the traditional SRS does. NIBRS collects data for 52 offenses, plus 10 additional offenses for which only arrests are reported. SRS counts limited data for 10 offenses and 20 additional crimes for which only arrests are reported.
- **Collects more detailed information,** including incident date and time, whether reported offenses were attempted or completed, expanded victim types, relationships of victims to offenders and offenses, demographic details, location data, property descriptions, drug types and quantities, the offender's suspected use of drugs or alcohol, the involvement of gang activity, and whether a computer was used in the commission of the crime.
- **Helps give context to specific crime problems** such as drug/narcotics and sex offenses, as well as issues like animal cruelty, identity theft, and computer hacking.
- **Provides greater analytic flexibility.** Through NIBRS, data users can see many more facets of crime, as well as relationships and connections among these facets, than SRS provides.

# RHOME PD UPDATES

# NIBRS

## TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001  
512/424-2000

[www.dps.texas.gov](http://www.dps.texas.gov)



STEVEN C. McCRAW  
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DEPUTY DIRECTORS



COMMISSION  
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NELDA L. BLAIR  
STEVE H. STODGHILL  
DALE WAINWRIGHT

August 2, 2022

**Chief Eric Debus**  
**P.O. Box 228**  
**Rhome, TX 76078**

Dear **Eric Debus**,

This correspondence is to inform you that the National Incident Based Reporting System (NIBRS) test data submitted by your agency has passed the edit criteria established and utilized by the Texas Department of Public Safety. **Rhome Police Department** is, therefore, certified as an IBR agency effective with the **January 2022** submission.

As a result of your certification, you may now begin submitting monthly data in the IBR format.

You are to be commended for your efforts in the NIBRS endeavor and we thank you for your participation, patience and cooperation during the certification process.

If you have any questions regarding IBR submissions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian Isaac'.

Brian Isaac  
IBR Manager  
Incident Based Reporting-Uniform Crime Reporting  
[Brian.Isaac@dps.texas.gov](mailto:Brian.Isaac@dps.texas.gov)  
Phone: 512-424-7893

# TRAINING

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Texas Peace Officers are required to get 40 hours of continuous education training every two years. In addition to that there are specific courses that can be taken to achieve higher levels of certification; Basic, Intermediate, Advanced, and Master Peace Officer. In addition to the training classes, an Officer must achieve certain years of service to advance. Your Rhome Officers are dedicated to achieving the highest standards in all things including training and certification. Even though he has not been with us long, Officer Hachtel is dedicated to achieving his Intermediate Certification as soon as possible. To that end, in July he took two classes he needs to advance:

- Intermediate Spanish for Law Enforcement
- Intermediate Search and Seizure

Officer Hachtel also completed “Missing and Exploited Children” training which gives Officers the knowledge to recognize and respond to cases of child victimization.

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# TRAINING

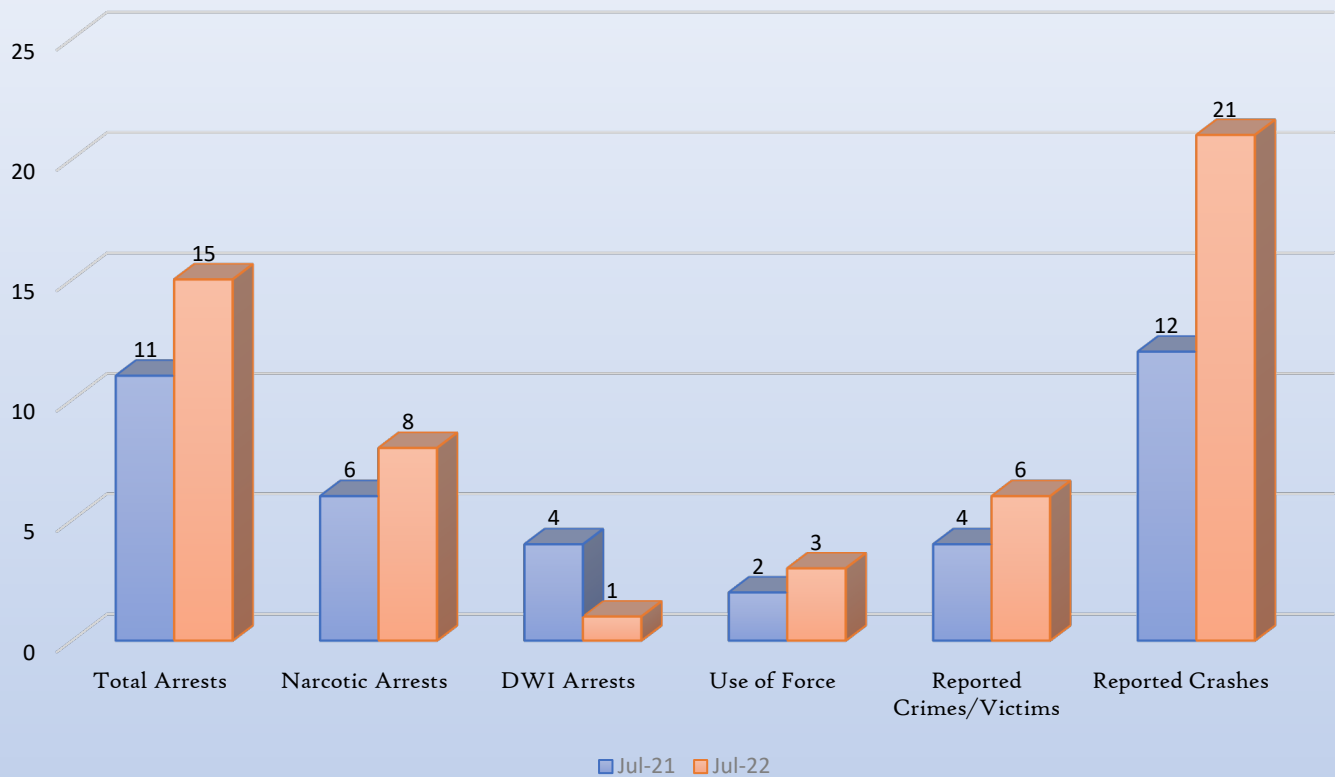
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As mentioned in previously, Texas Peace Officers can achieve advanced certifications through training and time in service. Your Rhome Police Department enjoys the benefit of having Officers that bring extensive experience.

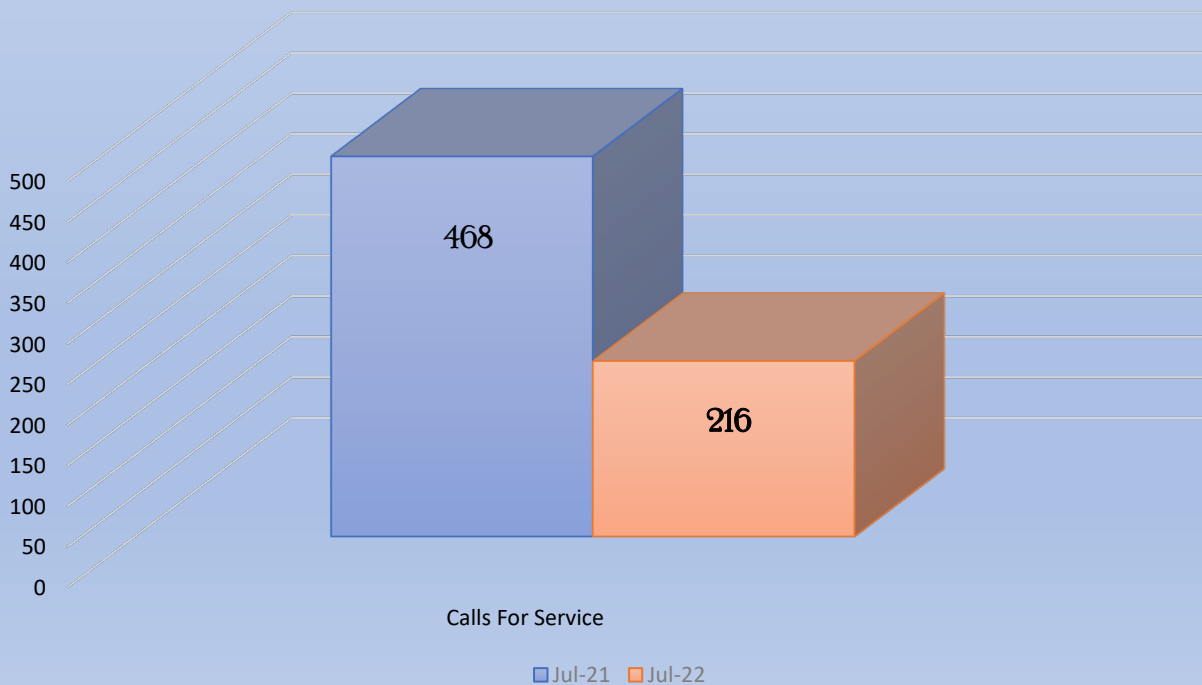
- Chief Eric Debus – Master Peace Officer
  - Sergeant Rex Richie – Master Peace Officer
  - Sergeant Aaron Soultair- Advanced Peace Officer
  - Officer Mark Moore – Master Peace Officer
  - Officer Marc Stanwyck – Master Peace Officer
  - Officer Syd Grant – Master Peace Officer
  - Officer James Hachtel – Basic Peace Officer
  - Officer Rachel Barnard – Intermediate Peace Officer
  - Officer Kirby Lord – Master Peace Officer
  - Officer Daniel Roberson – Advanced Peace Officer
-

# MONTHLY STATISTICS

## Monthly Activity

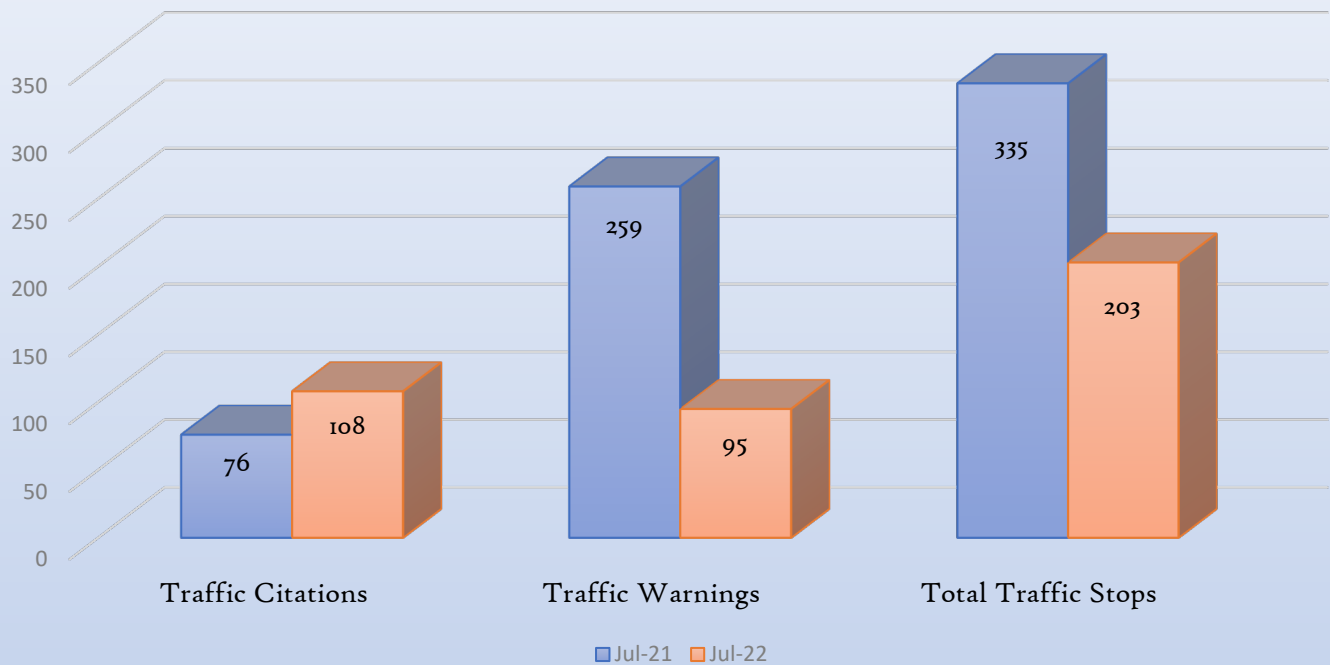


## Calls for Service

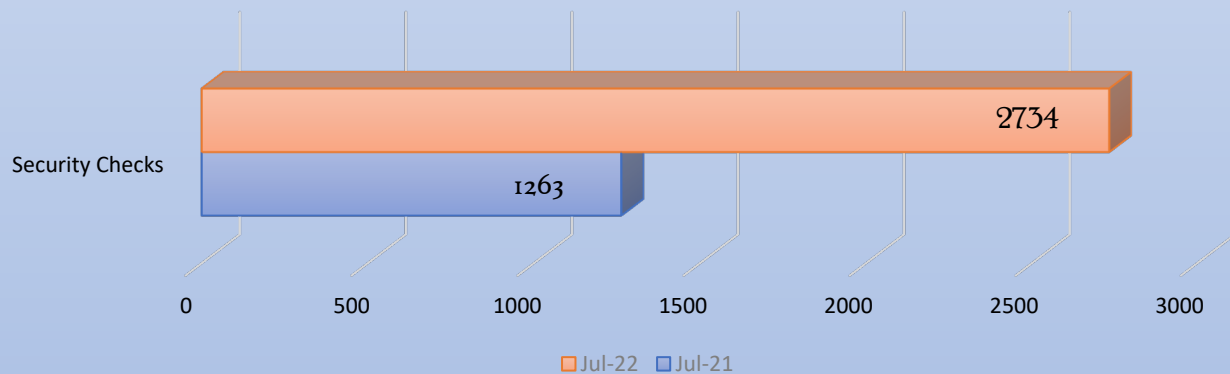


# MONTHLY STATISTICS

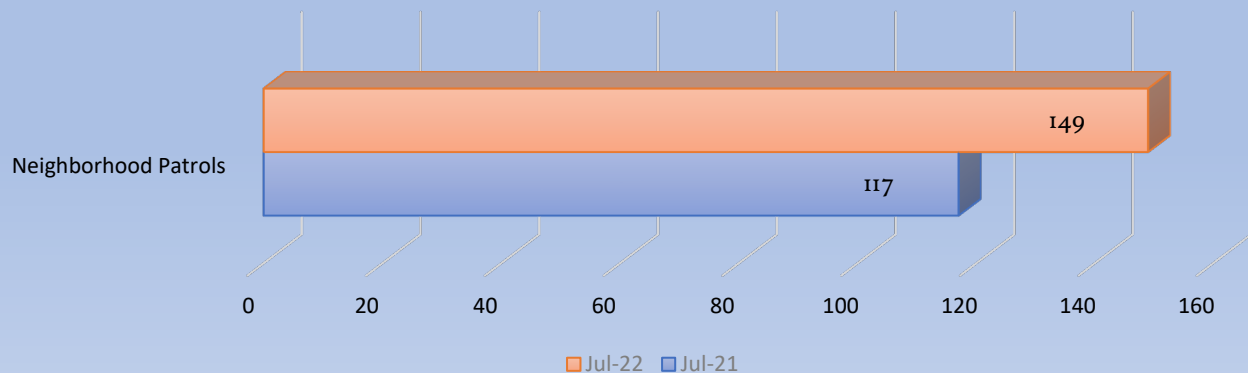
## Citations



## Security Checks



## Neighborhood Patrols



# NARCOTICS SEIZED

# Methamphetamines

2.80 Grams

# Heroin

.48G

# Cocaine

0.63 Grams

## Pills

23





# FUTURE PLANS / PROJECTS

The Rhome Police Department is committed to constantly improving how we do business to provide the best level of law enforcement customer service to the citizens of Rhome.

- We are beginning the process of sorting, cataloguing, and preparing for auction the old and outdated equipment. We will have updates throughout.
- We are continuing to identify areas of improvement within the department and are implementing new policies and procedures to those ends.

I am always available if you have any further questions.

***Eric Debus***

Chief of Police

Rhome Police Department



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

[www.cityofrhome.com](http://www.cityofrhome.com) | [permits@cityofrhome.com](mailto:permits@cityofrhome.com)

## Building and Development

JULY 2022		FY 2021-2022
Permits Issued:	33	172
Building Permit	10	35
Certificate of Occupancy		2
Electrical Permit:	2	20
Plumbing Permit:		10
Lights on Inspection		
Mechanical		4
Moving Structure	5	58
Irrigation Permit		
Demolition		4
Pelim/Final Plat		2
Right of Way		1
Concrete		1
Solicitor		1
Fire Alarm		
Fire Sprinkler		
Specific Use		
Health Permit		20
Zoning Change		
Liquid Waste		
Backflow		
Sign		2
Event		
Type:	Address:	Assoc. Permits:
Plumbing		
Sign		
Moving Structure	6550 E Hwy 114 (5)	
Building	4800 East Hwy 114	
	207 Iron Horse Court	
	510 Troxell	
	215 W. Second	



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Electrical	510 Troxell	
	215 W. Second	
Plumbing		
Certificate of Occupancy		
Demolition		
Mechanical		



## **Code Enforcement Monthly Report**

**Rhyme Police – July 2022**

**Violations reported to Code Enforcement via email – 0**

**Violations reported to Code Enforcement via phone – 2**

### **New violations cases opened – 10**

138 Kingsway – High grass/weeds (complied and mowed)  
120 Kensington Ct – High grass/weeds (complied and mowed)  
216 St James Ct – High grass/weeds (complied and mowed)  
112 Hampton Ct – High grass/weed (no response ordered contractor mow on 7/19)  
132 Kensington Ct – High grass/weeds  
1341 Speedway – High grass/weeds  
205 Cheyenne Tr – Water restriction violation – (complied immediately)  
124 Hampton Ct – High grass/weeds  
120 Hampton Ct – High grass/weeds  
230 Virginia Ln – High grass/weeds

### **Violations closed due to compliance – 5**

138 Kingsway – 7/18 property mowed by resident  
120 Kensington Ct – 7/18 property mowed by resident  
216 St. James Ct – 7/18 property mowed by resident  
112 Hampton Ct – No compliance. 7/19 mowed by city contractor.  
205 Cheyenne Tr – 7/19 resident complied immediately.

**City ordinance calls responded to – 2**

**Estimated labor hours spent on code enforcement for month – 28 hours**



## RHOME MUNICIPAL COURT

COURT ACTIVITY	MAR 2022	APR 2022	MAY 2022	JUNE 2022	JULY 2022	AUG 2022
<b>Monthly Violation Activity</b>						
<i>Violations issued:</i>	207	198	153	232	123	
<i>Average speed over posted limit:</i>	16.91	17.16	20.25	15.88	17.47	
<i>Fines/Fees/Costs Levied (for issued violations):</i>	\$61,286.00	\$55,447.00	\$46,361.00	\$63,881.00	\$35,396.11	
<i>Citations closed:</i>	453	170	180	142	203	
Citations dismissed (best interest/compliance)	256	36	52	36	120	
<b>Court Fines/Fees/Costs Revenue</b>						
<i>Total Court Revenue:</i>	\$62,759.02	\$38,484.48	\$44,905.42	\$38,670.91	\$32,031.46	
<i>Court Security Fund Revenue:</i>	\$971.76	\$635.71	\$710.95	\$641.94	\$536.72	
<i>Court Technology Fund Revenue:</i>	\$873.13	\$540.90	\$607.66	\$550.33	\$469.86	

COURT ACTIVITY	MAR 2022	APR 2022	MAY 2022	JUNE 2022	JULY 2022	AUG 2022
<b>Private Collections Activity</b>						
<i>Total # of violations paid:</i>	90	33	45	36	34	
<i>Total amount collected:</i>	\$29,576.91	\$11,611.60	\$13,914.32	\$11,551.19	\$11,337.90	
<i>Less 30% owed to Private Collections (commission)</i>	\$6,839.89	\$2,680.12	\$3,211.00	\$2,664.28	\$2,616.44	
<b>Monthly Court Expenditures</b>						
<i>Contract Labor (Presiding Judge)</i>	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	
<i>Legal Fees (State's Attorney/Prosecutor)</i>	\$80.00	\$1,215.00	\$600.00	(Pending invoice)		
<i>DART Courier Services (transport files to prosec &amp; judge)</i>	\$87.92	\$87.92	\$131.88	\$200.30	\$88.72	
<i>GHS – Private Collections Company (30% fee of total collected)</i>	\$6,839.89	\$2,680.12	\$3,211.00	\$2,664.28	\$2,616.44	



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# AGENDA ITEM D



## Agenda Commentary

**Meeting Date:** August 11, 2022

**Department:** Administration

**Contact:** Eric Debus

**Agenda Item:** D. Discussion and any necessary action regarding Amendments 2, 3, 4 and Resolution associated with Amendment 3, to PMB (RVR) Developer's Agreement

**Type of Item:** ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing  
☐ Plat ☒ Discussion & Direction ☐ Other

**Summary-Background:**

This item is largely ministerial; provided for in the Developer's Agreement and/or do not involve substantive changes.

**Amendment Two** - releases the platted Bluestem Phase I land from the Developer's Agreement. The land is still subject to the building codes, development regulations and annexation provisions. One of the builders, DR Horton has asked for this so the Development Agreement doesn't show up as an exception on the homebuyer's title policies.

**Amendment Three** – pull 230-acres of PMB land into the development agreement; the 230-acres encompasses the Reunion Phase 3 preliminary plat submittal

**Resolution associated with Amendment Three** – allows for the same 230-acres noted in Amendment Three to be added to the RVR Water Control Improvement District No. 1

**Amendment Four** – formalizes the development/subdivision changes in Ex. F & G that Council approved in August 2020

**Funding Expected:** ☐ Revenue ☐ Expenditure ☐ N/A

**Budgeted Item:** ☐ Yes ☐ No ☐ N/A

**GL Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**Legal Review Required:** ☐ Yes ☐ No **Date Completed:** \_\_\_\_\_

**Engineering Review:** ☐ **FD Review:** ☐ **PD Review:** ☐ **PW Review:** ☐

**Supporting Documents Attached:** Yes

**Recommendation:**

Staff is recommending Council approval of Amendments Two, Three, Four and the Resolution



## SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (this “Amendment”) is executed by and between PMB Rolling V Land LP, a Texas limited partnership (“Developer”), Rolling V Ranch Water Control and Improvement District No. 1, a conservation and reclamation district operating pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and Chapter 9021, Texas Special District Local Laws Code (the “District”) and the City of Rhome, Texas, a Type-A general law municipality (the “City”) (Developer, the District and the City being referred to individually as a “Party” and collectively as the “Parties”), to be effective on the Amendment Date (as defined below).

### RECITALS

WHEREAS, the City, Johnny Vinson and Chisholm 2000, L.P. (collectively, the “Previous Owner”) entered into that certain Development Agreement dated effective December 26, 2007, and filed for record on May 5, 2008, in Volume 1937, Page 705 of the Real Property Records of Wise County, Texas (the “2007 Agreement”); and

WHEREAS, Developer and the City entered into that certain Development Agreement for the Rolling V Ranch dated effective September 30, 2019, and filed for record on January 21, 2021, in the Office of the County Clerk of Wise County, Texas, under Instrument Number 202100990 of the Official Records of Wise County, Texas (the “2019 Agreement”), relating to the development of approximately 1,859.069 acres (the “Property”); and

WHEREAS, pursuant to Section 13.7 of the Agreement, the 2019 Agreement replaced and superseded the 2007 Agreement in its entirety; and

WHEREAS, the District became a party to the Agreement by execution of a Joinder Agreement dated October 1, 2019; and

WHEREAS, on February 12, 2020, by virtue of its authority under Chapter 9021, Texas Special District Local Laws Code, the District divided into three Districts, being the District, the Rolling V Ranch Water Control and Improvement District No. 2 (“District 2”), and the Rolling V Ranch Water Control and Improvement District No. 3; and

WHEREAS, Developer, the City and the District entered into that certain First Amendment to Development Agreement dated June 7, 2022, and filed for record on June 23, 2022, in the Office of the County Clerk of Wise County, Texas, under Instrument Number 202210463 of the Official Records of Wise County, Texas, as corrected by that certain correction instrument recorded under Instrument Number 202211317 of the Official Records of Wise County, Texas (as corrected, the “First Amendment”; the 2019 Agreement, as so joined and amended is herein called the “Agreement”); and

WHEREAS, pursuant to Section 12.2 of the Agreement, upon written request of Developer or the District, the Mayor of the City, or a designee, has agreed to execute a recordable release from the Agreement of portions of the Property for which a final plat has been filed, subject to the continued application of the Building Codes and Development Regulations attached to the

Agreement as Exhibits E and G and the consent to annexation contained in Section 8.2 of the Agreement (a “Release”); and

WHEREAS, on or about the Amendment Date, Developer has submitted a final plat to be filed of record in the Official Public Records of Wise County, Texas, for that portion of the Property described in Exhibit A attached hereto and depicted in Exhibit B attached hereto (the “Released Parcel”); and

WHEREAS, by virtue of the District’s February 12, 2020 division, the Released Parcel now lies within District 2; and

WHEREAS, prior to the Amendment Date, Developer has delivered a written request to the Mayor of the City to release the Released Parcel from the Agreement, subject to the continued application of the Building Codes and Development Regulations attached to the Agreement as Exhibits E and G and the consent to annexation contained in Section 8.2 of the Agreement; and

WHEREAS, as the Released Parcel now lies in the boundaries of District 2, District 2 wishes to join in this Amendment to evidence its consent and agreement to the terms and provisions herein; and

WHEREAS, subject to the terms of this Amendment, the Parties have agreed to release the Released Parcel from the Agreement, subject to the continued application of the Building Codes and Development Regulations attached to the Agreement as Exhibits E and G and the consent to annexation contained in Section 8.2 of the Agreement.

## **AGREEMENT**

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

1. Definitions. Unless the context requires otherwise, or otherwise defined or amended herein, the capitalized terms in this Amendment shall have the meanings set forth in the Agreement. Capitalized terms established in this Amendment shall be incorporated into the Agreement as if fully set forth therein.

2. Recitals. The Parties hereto acknowledge and agree the foregoing Recitals are true and correct and are incorporated herein by reference thereto. Without limiting the foregoing, the Parties acknowledge and agree the 2007 Agreement is void and of no effect.

3. Amendments.

- a. The Property described in the Agreement is amended to exclude the Released Parcel.
- b. The Released Parcel is released from the terms and conditions of the Agreement; provided, however, that the Released Parcel shall remain subject to the continued application of the Building Codes and Development

Regulations attached to the Agreement as Exhibits E and G and the consent to annexation contained in Section 8.2 of the Agreement.

4. Amendment Date. This Amendment will become effective on the date the Parties have executed this Amendment (the “Amendment Date”).

5. Incorporation. This Amendment is an amendment to the Agreement and is hereby fully incorporated therein for all purposes, as if fully set forth therein.

6. Ratification of Agreement. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

EXECUTED to be effective on the Amendment Date:

**THE CITY**

The City of Rhome, Texas

By: \_\_\_\_\_  
Eric Debus, Interim City Administrator

**ATTEST:**

By: \_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022,  
by Eric Debus, Interim City Administrator of The City of Rhome, Texas, on behalf of The City  
of Rhome, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

EXECUTED to be effective on the Amendment Date:

**THE DISTRICT**

ROLLING V RANCH WCID NO. 1

By: \_\_\_\_\_  
\_\_\_\_\_, President

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_, President of ROLLING V RANCH WCID NO. 1, on behalf of said  
district.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

EXECUTED to be effective on the Amendment Date:

**DISTRICT 2**

ROLLING V RANCH WCID NO. 2

By: \_\_\_\_\_  
\_\_\_\_\_, President

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_, President of ROLLING V RANCH WCID NO. 2, on behalf of said  
district.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

EXECUTED to be effective on the Amendment Date:

**DEVELOPER**

PMB ROLLING V LAND LP,  
a Texas limited Partnership

By: PMB Rolling V Land GP LLC,  
a Texas limited liability company,  
its Manager

By: \_\_\_\_\_  
K. Taylor Baird, Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by K. Taylor Baird, Manager of PMB Rolling V Land GP LLC, a Texas limited liability company, the Manager of PMB Rolling V Land LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**EXHIBIT A**

**DESCRIPTION OF RELEASED PARCEL**

All of the lots and land located in the Bluestem Phase 1 addition situated in the Smith County School Land Survey, Abstract No. 743, City of Rhome, Wise County, Texas, according to the Plat thereof recorded under Instrument Number 202211550 of the Official Records of Wise County, Texas.

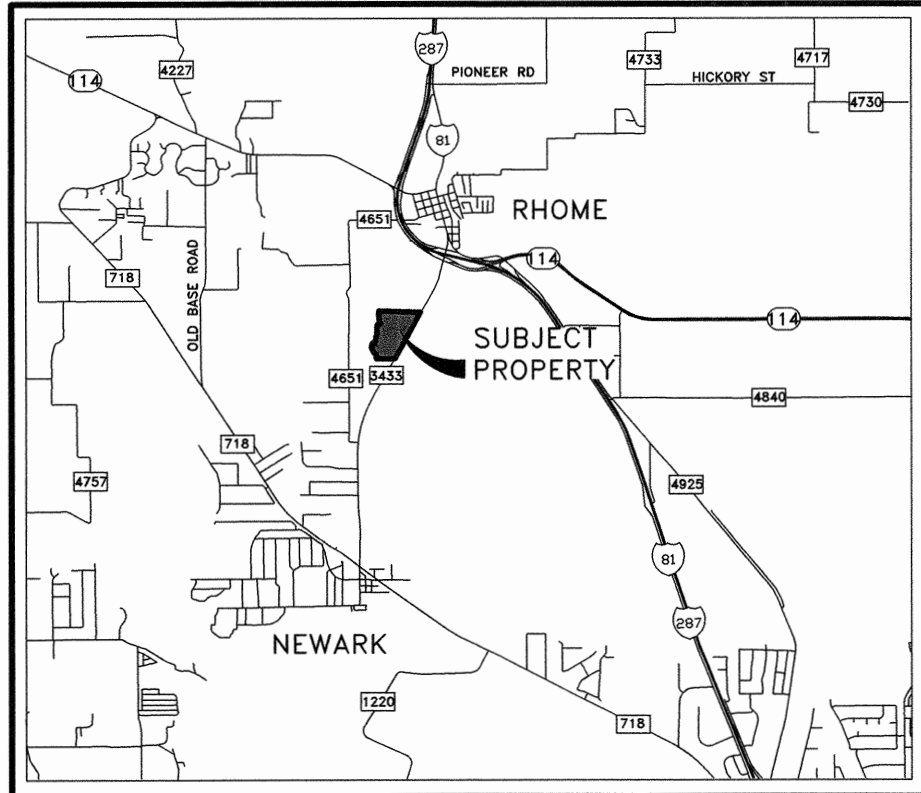


**EXHIBIT B**

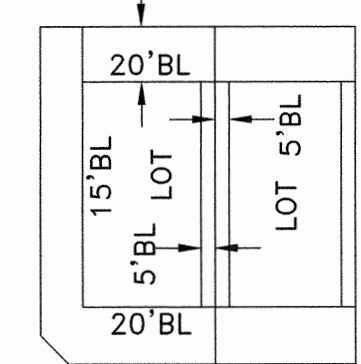
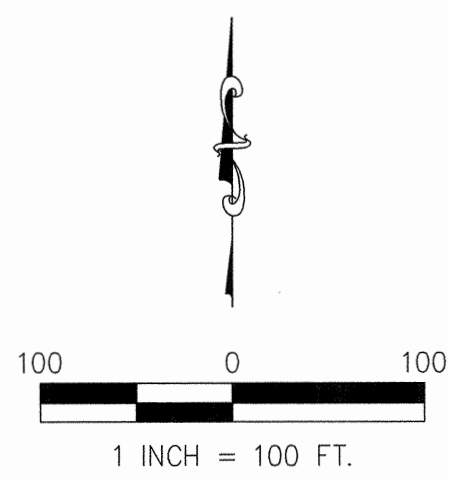
**DEPICTION OF RELEASED PARCEL**

[The depiction of the Released Parcel follows this cover page.]

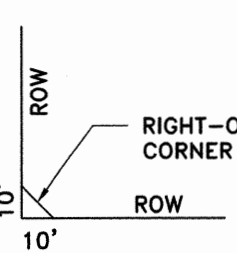




VICINITY MAP  
NOT TO SCALE



TYPICAL LOT DETAIL  
N.T.S.



TYPICAL CORNER CLIP DETAIL  
STREET-STREET INTERSECTION  
NOT TO SCALE

LEGEND  
AE ACCESS EASEMENT  
BL BUILDING SETBACK LINE  
DE DRAINAGE EASEMENT  
UE UTILITY EASEMENT  
SSE SANITARY SEWER EASEMENT  
WLE WATER LINE EASEMENT  
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WISE COUNTY, TEXAS  
CIRS 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET  
STREET NAME CHANGE

LAND USE SUMMARY			
USE	RESIDENTIAL LOTS	NONRESIDENTIAL LOTS	ACREAGE
SINGLE FAMILY	249		40.955
OPEN SPACE		09	33.787
RIGHT-OF-WAY			14.672
AMENITY CENTER		01	3.378
TOTAL			92.792



A  
FINAL PLAT  
OF  
BLUESTEM, PHASE 1  
OF

LOTS 63-77 & 1X, BLOCK 7;  
LOTS 1-37, 1X, & 2X, BLOCK 9; LOTS -43, BLOCK 10;  
LOTS 1-30, BLOCK 11; LOT 1X, BLOCK 12;  
LOTS 1-23, BLOCK 13; LOTS 1-9 & X, BLOCK 14;  
LOTS 1-7, BLOCK 15; LOTS 1-14, BLOCK 16;  
LOTS 1-33 & 1X, BLOCK 17; LOT 1X, BLOCK 18;  
LOTS 1-18 & 1X, BLOCK 19; LOTS 1-12, BLOCK 20;  
& LOTS 1-9 & 1X, BLOCK 21

92.792 ACRES  
SITUATED IN THE  
SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 743,  
CITY OF RHOME AND ITS ETJ, WISE COUNTY, TEXAS

249 RESIDENTIAL LOTS  
9 PRIVATE OPEN SPACE LOTS  
1 AMENITY CENTER LOT

OWNER/DEVELOPER:  
PMB RHOME DEVELOPER WEST 1, LLC  
4001 MAPLE AVENUE  
SUITE 270  
DALLAS, TEXAS 75219  
PHONE (214) 954-7039

ENGINEER/SURVEYOR:  
**LJA Surveying, Inc.**  
3017 W 7th Street  
Suite 300  
Fort Worth, Texas 76107  
Phne 817.288.1900  
T.B.P.E.L.S. Firm No. 10194382

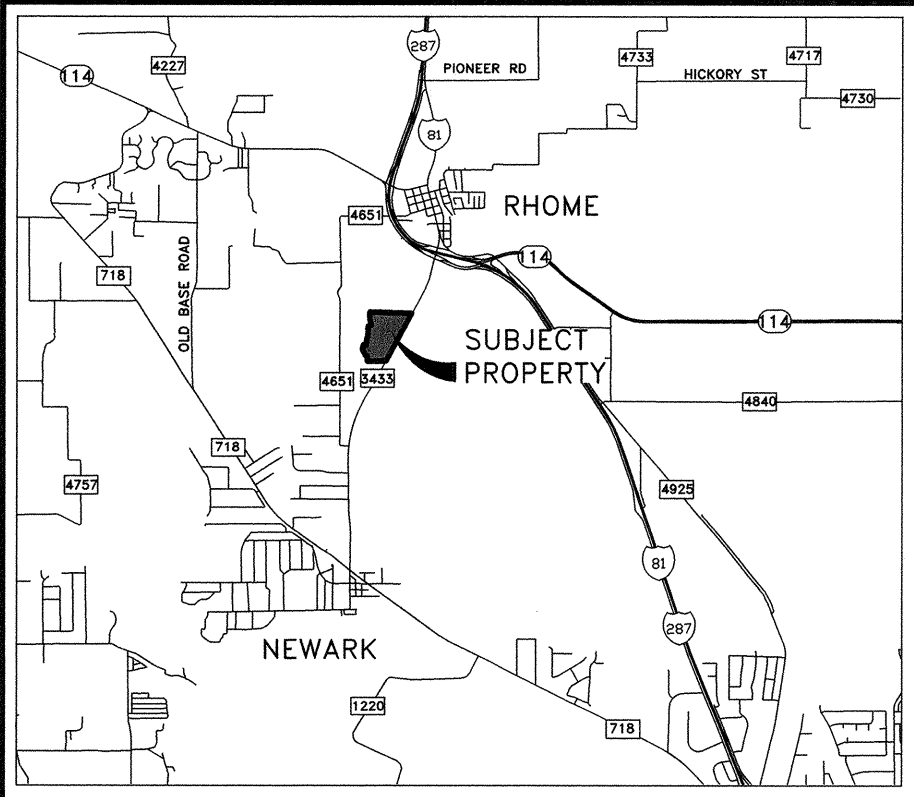
THIS PLAT FILED IN \_\_\_\_\_

JULY 2022 PHASE 1

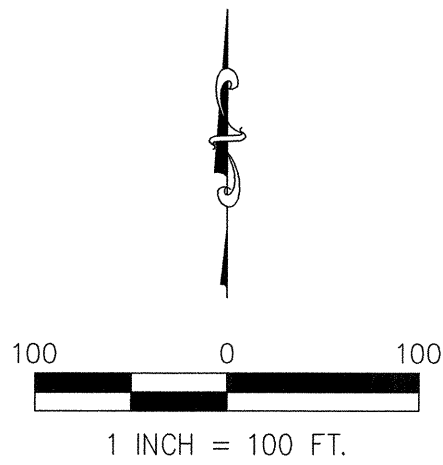
SHEET 1 OF 3

BLUESTEM, PHASE 1

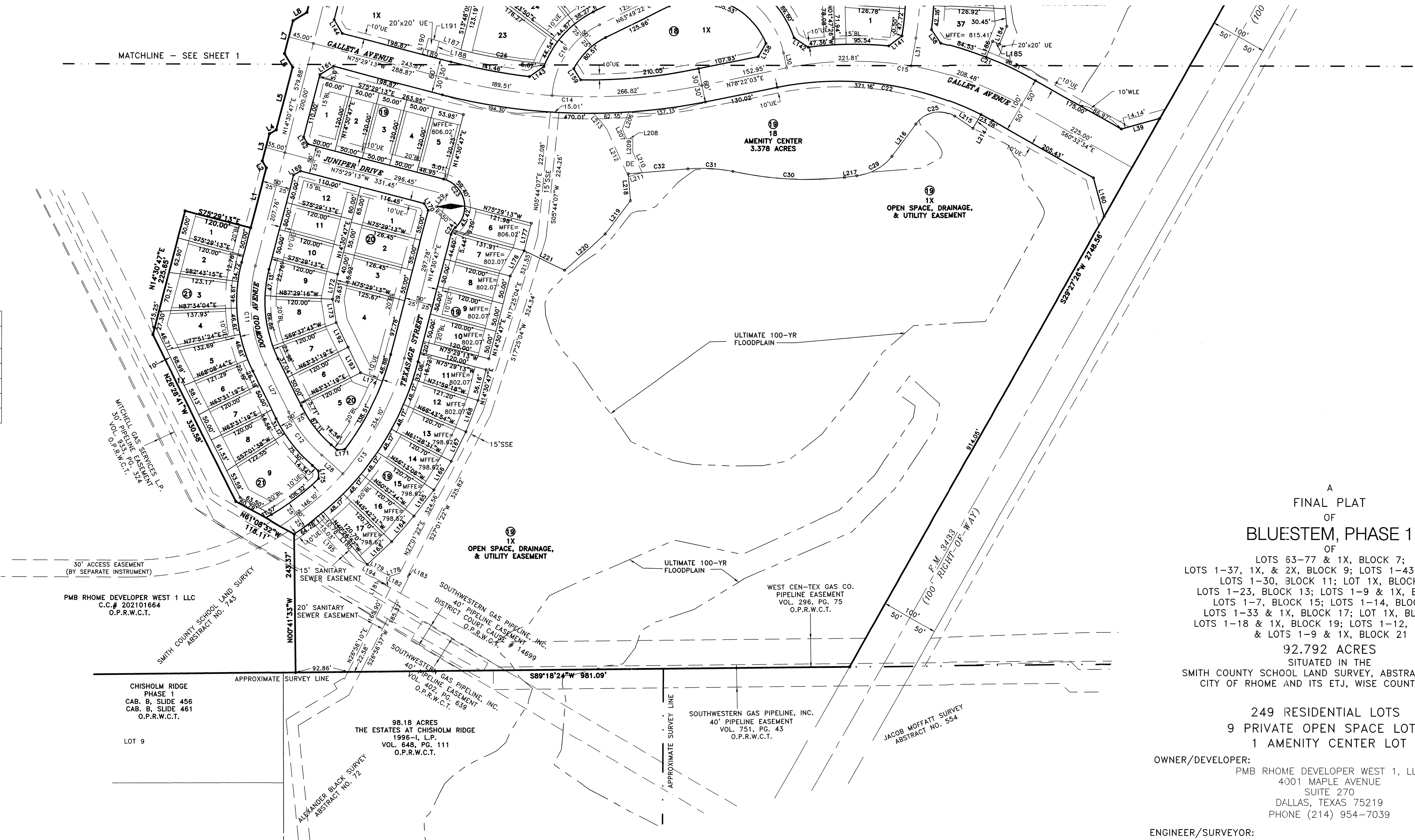
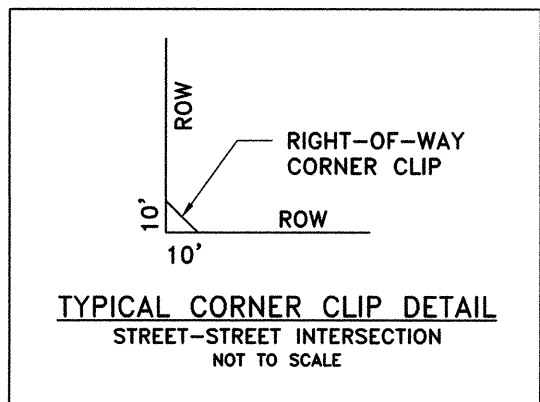




VICINITY MAP  
NOT TO SCALE



LAND USE SUMMARY			
USE	RESIDENTIAL LOTS	NONRESIDENTIAL LOTS	ACREAGE
SINGLE FAMILY	249		40.955
OPEN SPACE		09	33.787
RIGHT-OF-WAY			14.672
AMENITY CENTER		01	3.378
TOTAL			92.792



A  
FINAL PLAT  
OF  
BLUESTEM, PHASE 1  
OF

LOTS 63-77 & 1X, BLOCK 7;  
LOTS 1-37, 1X, & 2X, BLOCK 9; LOTS 1-43, BLOCK 10;  
LOTS 1-30, BLOCK 11; LOT 1X, BLOCK 12;  
LOTS 1-23, BLOCK 13; LOTS 1-9 & 1X, BLOCK 14;  
LOTS 1-7, BLOCK 15; LOTS 1-14, BLOCK 16;  
LOTS 1-33 & 1X, BLOCK 17; LOT 1X, BLOCK 18;  
LOTS 1-18 & 1X, BLOCK 19; LOTS 1-12, BLOCK 20;  
& LOTS 1-9 & 1X, BLOCK 21

92.792 ACRES

SITUATED IN THE  
SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 743,  
CITY OF RHOME AND ITS ETJ, WISE COUNTY, TEXAS

249 RESIDENTIAL LOTS  
9 PRIVATE OPEN SPACE LOTS  
1 AMENITY CENTER LOT

OWNER/DEVELOPER:  
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ENGINEER/SURVEYOR:  
**LJA Surveying, Inc.**  
3017 W 7th Street  
Suite 300  
Fort Worth, Texas 76107  
Phone 817 288.1900  
T.B.P.E.I.S. Firm No. 10194382

THIS PLAT FILED IN \_\_\_\_\_

JULY 2022 PHASE 1

SHEET 2 OF 3

LEGEND:  
AE ACCESS EASEMENT  
BL BUILDING SETBACK LINE  
UE UTILITY EASEMENT  
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WISE COUNTY, TEXAS  
CIRS 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET  
STREET NAME CHANGE





BLUESTEM, PHASE 1

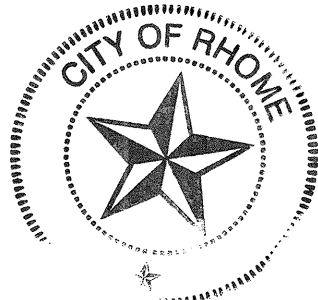
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N14°30'47"E	110.00'	L112	S89°04'54"W	48.13'
L2	N30°29'13"W	14.14'	L113	N85°57'41"W	48.13'
L3	N14°30'47"E	50.00'	L114	N81°00'17"W	48.13'
L4	N59°30'47"E	14.14'	L115	N76°02'52"W	48.13'
L5	N14°30'47"E	115.00'	L116	N71°09'28"W	48.13'
L6	S30°29'13"E	28.28'	L117	S61°48'38"E	56.60'
L7	N14°30'47"E	60.00'	L118	N29°16'20"E	14.43'
L8	N59°30'47"E	28.28'	L119	S63°05'21"E	14.43'
L9	N14°30'47"E	122.12'	L120	S10°55'04"W	14.43'
L10	S30°00'51"W	13.49'	L121	N33°56'32"W	51.44'
L11	N02°34'58"E	50.01'	L122	N26°27'14"W	68.19'
L12	N47°14'45"E	13.84'	L123	N43°37'48"E	14.73'
L13	N42°27'41"W	14.51'	L124	S81°26'38"E	14.43'
L14	N03°12'36"E	50.02'	L125	S05°53'31"E	12.79'
L15	N89°56'02"E	46.50'	L126	N45°09'51"W	13.84'
L16	N80°03'15"E	46.50'	L127	N88°57'25"W	26.22'
L17	N70°10'27"E	46.50'	L128	N82°02'36"E	65.95'
L18	N60°54'17"E	52.13'	L129	N77°17'54"E	49.32'
L19	N26°27'14"W	14.14'	L130	N72°38'44"E	26.62'
L20	N22°37'26"W	93.60'	L131	S68°22'22"W	44.56'
L21	S02°16'48"W	55.79'	L132	S63°19'42"W	51.77'
L22	N02°16'48"E	140.00'	L133	S45°55'39"W	42.22'
L23	N02°16'48"E	94.50'	L134	N44°04'21"W	73.70'
L24	N02°16'48"E	94.50'	L135	N34°15'56"W	47.24'
L25	N7°05'30"E	71.72'	L136	N47°54'08"W	56.71'
L26	S02°16'48"W	69.50'	L137	N34°16'47"W	63.24'
L27	S28°28'41"E	92.75'	L138	S48°03'05"W	15.13'
L28	S48°39'38"E	50.00'	L139	S81°16'34"W	15.80'
L29	S41°04'41"W	27.95'	L140	N49°21'25"W	14.43'
L30	S11°37'57"E	27.47'	L141	S52°57'26"W	29.06'
L31	N09°32'57"E	50.00'	L142	S57°00'44"E	29.99'
L32	N42°43'12"W	14.14'	L143	N56°13'38"E	30.94'
L33	N47°16'48"E	14.14'	L144	S30°29'13"E	28.28'
L34	N42°43'12"W	14.14'	L145	N01°09'13"W	120.86'
L35	N18°14'52"W	120.50'	L146	S85°43'09"W	65.87'
L36	S1°22'53"E	20.00'	L147	N82°04'11"E	56.39'
L37	N38°18'53"E	14.43'	L148	N78°29'13"E	56.39'
L38	N34°25'40"W	29.28'	L149	N74°46'15"E	56.39'
L39	N74°27'26"E	70.71'	L150	N71°07'17"E	56.39'
L40	S89°50'16"W	56.70'	L151	N67°28'19"E	56.39'
L41	N66°00'28"E	56.71'	L152	N63°48'22"E	56.39'
L42	N62°10'40"E	56.71'	L153	N60°10'24"E	56.39'
L43	N58°20'52"E	56.71'	L154	N56°31'26"E	56.39'
L44	N54°31'05"E	56.71'	L155	N52°48'50"E	56.39'
L45	N50°41'17"E	56.71'	L156	S05°38'23"W	20.00'
L46	N46°51'29"E	56.71'	L157	S07°55'45"W	47.16'
L47	N43°01'41"E	56.71'	L158	N30°29'13"E	26.83'
L48	N39°09'10"E	58.05'	L159	N33°09'06"W	22.67'
L49	N36°31'02"E	20.00'	L160	S15°32'34"E	70.71'
L50	N33°52'54"E	58.05'	L161	S59°30'47"W	28.28'
L51	N30°00'23"E	56.71'	L162	S30°29'13"E	14.14'
L52	N26°10'35"E	56.71'	L163	N46°55'21"E	59.22'
L53	N22°20'41"E	56.71'	L164	N41°38'57"E	59.22'
L54	N18°31'00"E	56.71'	L165	N36°24'34"E	59.22'
L55	N14°41'12"E	56.71'	L166	N31°09'11"E	59.22'
L56	N10°51'24"E	56.71'	L167	N25°53'47"E	59.22'
L57	N07°01'36"E	56.71'	L168	N21°07'38"E	59.24'
L58	N2°21'05"E	56.89'	L169	N59°30'47"E	14.14'
L59	N42°43'12"W	14.14'	L170	S30°29'13"E	14.14'
L60	S47°16'48"W	14.14'	L171	N84°31'46"E	13.69'
L61	N77°42'13"W	65.91'	L172	S11°34'01"W	44.65'
L62	N87°43'12"W	50.00'	L173	S08°55'46"E	41.66'
L63	S48°24'27"W	48.23'	L174	S69°35'27"E	41.31'
L64	S40°11'35"W	80.00'	L175	S01°51'02"E	13.69'
L65	S57°33'19"W	80.00'	L176	N28°32'57"E	51.54'
L66	S74°55'04"W	80.00'	L177	N14°30'47"E	50.00'
L67	N87°43'12"W	80.00'	L178	S42°12'11"E	103.08'
L68	N70°21'28"W	80.00'	L179	S62°52'55"E	64.80'
L69	N52°58'43"W	80.00'	L180	N72°04'14"E	17.65'
L70	N35°57'59"W	80.00'	L181	N27°03'49"E	2.50'
L71	N40°50'51"W	48.23'	L182	N62°58'38"W	10.02'
L72	N87°43'12"W	50.00'	L183	S62°58'37"E	2.50'
L73	N87°43'12"W	66.75'	L184	S22°06'50"W	34.16'
L74	N42°43'12"W	14.14'	L185	S67°53'10"E	13.00'
L75	N13°12'24"W	14.62'	L186	N22°06'49"E	30.09'
L76	N81°22'54"E	14.89'	L187	N68°36'05"W	41.10'
L77	S47°16'48"W	14.14'	L188	S14°30'47"W	20.00'
L78	N02°16'48"E	60.00'	L189	N75°29'13"W	20.00'
L79	N00°16'15"E	38.99'	L190	N14°30'47"E	20.00'
L80	S04°12'49"E	48.13'	L191	S74°29'13"E	20.00'
L81	S09°10'13"E	48.13'	L192	S25°46'12"E	48.22'
L82	N14°07'38"W	48.13'	L193	S26°28'41"E	50.00'
L83	S19°05'03"E	48.13'	L194	N62°52'55"W	67.55'
L84	N24°02'27"W	48.13'	L195	N42°12'11"W	106.80'
L85	N28°58'52"W	48.13'	L196	S42°43'12"E	14.14'
L86	N33°57'16"W	48.13'	L197	N47°16'48"E	14.14'
L87	N38°54'41"W	48.13'	L198	S43°02'51"E	14.22'
L88	N43°52'05"W	48.13'	L199	N46°56'58"E	14.06'
L89	S48°49'30"E	48.13'	L200	N76°28'52"E	109.09'
L90	N58°03'10"W	60.95'	L201	N02°42'35"E	46.99'
L91	N72°50'24"E	14.62'	L202	S02°42'35"W	50.15'
L92	S47°16'48"W	14.14'	L203	S61°16'07"E	87.97'
L93	S42°43'12"E	14.14'	L204	N60°32'34"W	37.98'
L94	N11°28'05"W	12.76'	L205	N81°03'39"W	110.47'
L95	N81°20'52"W	20.00'	L206	S20°18'47"W	32.66'
L96	S02°16'48"W	32.95'	L207	S24°41'12"E	18.33'
L97	N14°43'45"E	48.13'	L208	N90°00'00"E	10.88'
L98	N19°41'10"E	48.13'	L209	S00°00'00"E	23.67'
L99	N24°38'35"E	48.13'	L210	S24°41'12"E	40.49'
L100	S29°35'59"W	48.13'	L211	S73°15'18"W	25.37'
L101	N34°33'24"E	48.13'	L212	N24°28'48"W	93.75'
L102	S39°30'48"W	48.13'	L213	N40°28'22"W	35.84'
L103	N44°28'13"E	48.13'	L214	S29°49'53"W	28.56'
L104	N49°25'37"E	48.13'	L215	N56°04'17"W	38.92'
L105	S54°23'02"W	48.13'	L216	S36°35'41"W	70.73'
L106	S59°20'22"W	48.13'	L217	S82°18'49"W	22.17'
L107	S64°17'51"W	48.13'	L218	S04°57'42"E	47.29'
L108	S69°15'16"W	48.13'	L219	S36°44'32"W	74.53'
L109	N74°12'40"E	48.13'	L220	S48°21'46"W	96.11'
L110	N79°10'05"E	48.13'	L221	N64°12'42"W	79.55'
L111	S84°07'29"W	48.13'			

Certificate of approval by the City Council of the City of Rhome:

Approved this 11th day of March 2022, by the City Council of the City of Rhome, Texas.

*Shirley Edom*  
Mayor

*Shirley Edom*  
City Secretary



CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	4°39'34"	225.00'	N12°11'00"E	18.29'	18.30'
C2	2°40'25"	525.00'	S82°42'22"W	24.49'	24.50'
C3	180°27'17"	120.00'	N87°56'51"W	240.00'	377.94'
C4	180°00'00"	410.00'	S87°43'12"E	820.00'	1288.05'
C5	10°57'05"	500.00'	S78°34'02"W	95.42'	95.57'
C6	180°00'00"	703.00'	N87°43'12"W	1406.00'	2208.54'
C7	90°00'00"	25.00'	S42°43'12"E	35.36'	39.27'
C8	40°02'12"	415.00'	S74°45'19"W	284.13'	289.99'
C9	63°59'22"	740.00'	S61°48'41"W	784.16'	826.45'
C10	13°28'10"	250.00'	N07°46'42"E	58.64'	58.77'
C11	40°59'28"	250.00'	N05°58'57"W	175.07'	178.86'
C12	22°10'57"	250.00'	S37°34'09"E	96.19'	96.79'
C13	43°34'07"	500.00'	N36°17'51"E	371.11'	380.21'
C14	26°08'44"	1000.00'	S88°33'35"E	452.38'	456.32'
C15	41°05'22"	600.00'	S81°05'16"E	421.13'	430.29'
C16	60°10'04"	150.00'	N33°44'20"E	150.38'	157.52'
C17	104°32'42"	150.00'	N63°54'18"W	237.28'	273.70'
C18	15°05'13"	500.00'	N02°00'20"E	131.28'	131.66'
C19	119°55'35"	50.00'	N27°45'24"W	86.57'	104.66'
C20	29°55'35"	25.00'	N17°14'36"E	12.91'	13.06'
C21	15°56'27"	650.00'	N68°30'48"W	180.26'	180.84'
C22	41°05'22"	550.00'	N81°05'16"W	398.03'	394.43'
C23	123°33'26"	50.00'	S13°42'50"E	88.11'	107.82'
C24	33°33'26"	25.00'	N31°17'30"E	14.43'	14.64'
C25	89°52'49"	49.76'	S78°50'55"W	70.30'	78.06'
C26	9°10'15"	945.00'	S80°47'03"E	151.10'	151.26'
C27	0°54'35"	5658.73'	S01°49'31"W	89.84'	89.84'
C28	6°53'52"	250.00'	N01°09'58"W	30.05'	30.07'
C29	45°03'15"	93.16'	S60°24'33"W	71.38'	73.25'
C30	19°16'53"	590.71'	N86°58'13"W	197.85'	198.79'
C31	16°25'03"	279.24'	N86°48'04"W	79.74'	80.01'
C32	0°02'54"	126097.11'	S85°00'52"W	106.14'	106.14'

STATE OF TEXAS )  
COUNTY OF WISE )

OWNER'S DEDICATION

WHEREAS PMB RHOME DEVELOPER WEST 1 LLC IS THE OWNER OF A 92.792 ACRE TRACT OF LAND SITUATED IN THE SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 743, CITY OF RHOME AND ITS ET J., WISE COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED TO PMB RHOME DEVELOPER WEST 1 LLC BY DEED RECORDED IN COUNTY CLERK FILE NO. 202101684, OFFICIAL PUBLIC RECORDS, WISE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID 92.792 ACRE TRACT, FROM WHICH THE SOUTHWEST CORNER OF SAID PMB RHOME DEVELOPER TRACT BEARS SOUTH 55°47'19" WEST, A DISTANCE OF 4381.62 FEET;

THENCE SOUTH 87°43'12" EAST, A DISTANCE OF 2,175.29 FEET TO A 5-8 INCH IRON ROD WITH CAP STAMPED "LJA SURVEYING" SET (HEREINAFTER REFERRED TO AS "IRON ROD SET") ON THE WEST RIGHT-OF-WAY LINE OF F.M. 3433 (A 100-FOOT RIGHT-OF-WAY);

THENCE SOUTH 29°27'26" WEST, WITH THE WEST RIGHT-OF-WAY LINE OF SAID F.M. 3433, A DISTANCE OF 2,748.56 FEET TO AN IRON ROD SET;

THENCE SOUTH 89°18'24" WEST, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID F.M. 3433, AND ALONG THE SOUTH LINE OF SAID PMB RHOME DEVELOPER TRACT, SAME BEING THE NORTH LINE OF A 98.18 ACRE TRACT OF LAND DESCRIBED TO THE ESTATES AT CHISHOLM RIDGE 1996-1, L.P., AS RECORDED IN VOLUME 648, PAGE 111, OF SAID OFFICIAL PUBLIC RECORDS, A DISTANCE OF 981.09 FEET TO A SET IRON ROD;

THENCE OVER AND ACROSS SAID PMB RHOME DEVELOPER TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 00°41'33" WEST, A DISTANCE OF 243.37 FEET TO AN IRON ROD SET;

NORTH 61°08'32" WEST, A DISTANCE OF 118.11 FEET TO AN IRON ROD SET;

NORTH 26°28'41" WEST, A DISTANCE OF 330.58 FEET TO AN IRON ROD SET;

NORTH 14°30'47" EAST, A DISTANCE OF 225.65 FEET TO AN IRON ROD SET;

SOUTH 75°29'13" EAST, A DISTANCE OF 120.00 FEET TO AN IRON ROD SET;

NORTH 14°30'47" EAST, A DISTANCE OF 110.00 FEET TO AN IRON ROD SET;

NORTH 30°29'13" WEST, A DISTANCE OF 14.14 FEET TO AN IRON ROD SET;

NORTH 14°30'47" EAST, A DISTANCE OF 50.00 FEET TO AN IRON ROD SET;

NORTH 59°30'47" EAST, A DISTANCE OF 14.14 FEET TO AN IRON ROD SET;

NORTH 14°30'47" EAST, A DISTANCE OF 115.00 FEET TO AN IRON ROD SET;

NORTH 30°29'13" WEST, A DISTANCE OF 28.28 FEET TO AN IRON ROD SET;

NORTH 14°30'47" EAST, A DISTANCE OF 60.00 FEET TO AN IRON ROD SET;

NORTH 59°30'47" EAST, A DISTANCE OF 28.28 FEET TO AN IRON ROD SET;

NORTH 14°30'47" EAST, A DISTANCE OF 122.12 FEET TO AN IRON ROD SET FOR THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CHORD THAT BEARS NORTH 12°11'00" EAST, 18.29 FEET;

WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04°39'34", AN ARC DISTANCE OF 18.30 FEET TO AN IRON ROD SET;

NORTH 39°00'51" WEST, A DISTANCE OF 13.49 FEET TO AN IRON ROD SET;

NORTH 02°34'58" EAST, A DISTANCE OF 50.01 FEET TO AN IRON ROD SET;

NORTH 17°44'45" EAST, A DISTANCE OF 13.84 FEET TO AN IRON ROD SET;

NORTH 01°02'37" EAST, A DISTANCE OF 220.63 FEET TO AN IRON ROD SET;

NORTH 42°27'41" WEST, A DISTANCE OF 14.51 FEET TO AN IRON ROD SET;

NORTH 03°12'36" EAST, A DISTANCE OF 50.02

## FILED AND RECORDED

**Instrument Number: 202211550**

Filing and Recording Date: 07/14/2022 02:25:15 PM Pages: 4 Recording Fee: \$81.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the RECORDS of Wise County, Texas.



A handwritten signature in cursive script that reads "Sherry Lemon".

Sherry Lemon, County Clerk  
Wise County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE. **DO NOT DESTROY - This document is part of the Official Record.**

Deputy: Kathy Gyger

## FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

This Fourth Amendment to Development Agreement (this "Amendment") is executed by and between PMB Rolling V Land LP, a Texas limited partnership ("Developer"), Rolling V Ranch Water Control and Improvement District No. 1, a conservation and reclamation district operating pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and Chapter 9021, Texas Special District Local Laws Code (the "District") and the City of Rhome, Texas, a Type-A general law municipality (the "City") (Developer and City being referred to individually as a "Party" and collectively as the "Parties"), to be effective on the Amendment Date.

### RECITALS

WHEREAS, Developer and the City entered into that certain Development Agreement dated September 30, 2019 (as amended, the "Agreement") as amended by that certain First Amendment to Development Agreement dated June 7, 2022, by and between Developer and the City (the "First Amendment"), as amended by that certain Second Amendment to Development Agreement dated \_\_\_\_\_, 2022, by and between Developer and the City (the "Second Amendment"), and as amended by that certain Third Amendment to Development Agreement dated \_\_\_\_\_, 2022, by and between Developer and the City (the "Third Amendment"), relating to the development of approximately 1,859.069 acres (the "Property"); and

WHEREAS, the Parties now desire to make certain changes to the Agreement as set forth herein.

### AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

1. Definitions. Unless the context requires otherwise, or otherwise defined or amended herein, the capitalized terms in this Amendment shall have the meanings set forth in the Agreement. Capitalized terms established in this Amendment shall be incorporated into the Agreement as if fully set forth therein.

2. Exhibit F Changes. The Parties hereby agree to make the following changes to Exhibit F to the Agreement:

(a) Section 32 is hereby deleted in its entirety and replaced with the following:

32. Section 8.4.4 shall be restated to provide that the earthen channels shall be designed in accordance with the current City of Fort Worth Storm Water Design Manual at the time of Final Platting. A Corps of Engineers permit shall not be required for earthen channels or altering existing channels or creeks, except in areas subject to the jurisdiction of the Corps of Engineers. The proposed design standards are as follows:

(b) Section 36 is hereby deleted in its entirety and replaced with the following:

36. Water meters for single-family residences shall have a minimum diameter of one (1) inch; provided, however, if irrigation is supplied from a separate nonpotable source, meters with five-eighths (5/8) inch diameter are permitted.

(c) Section 38 is hereby deleted in its entirety and replaced with the following:

38. Storm drainage facilities shall be designed and constructed in accordance with the current City of Fort Worth's Storm Water Design Manual at the time of Final Platting.

(d) Section 39 is hereby deleted in its entirety and replaced with the following:

39. Notwithstanding the City's roadway design standards, the following road standards shall apply to the Property:

Width	Lanes	Paving Width
110 feet	6 lane divided	2-36 feet lanes F-F
85 feet	4 lane divided	2-23 feet F-F
65 feet	4 lane undivided	44 feet F-F
60 feet	2 lane undivided	38 feet F-F
50 feet	2 lane undivided	28 feet F-F
15 feet	1 lane residential alley	12 feet F-F

3. Exhibit G Changes. The Parties hereby agree to make the following changes to Exhibit G to the Agreement:

(a) Section 18A.4 on Pages 3-4 of Exhibit G is hereby deleted in its entirety and replaced with the following:

18A.4 AREA REGULATIONS:

A. Size of Lots:

1. Minimum Lot Area - Eight thousand four hundred (8,400 square feet).
2. Minimum Lot Width – Sixty-five feet (65')
3. Minimum Lot Depth – One hundred ten feet (110')

B. Size of Yards:

1. Minimum Front Yard – Fifteen feet (15')

2. Minimum Side Yard – Five feet (5'); Fifteen feet (15') on corner lot adjacent to a street.
  3. Minimum Rear Yard – Twenty feet (20') adjacent to an alley, ten (10') if no alley exists.
  4. Minimum Garage Setback – Twenty feet (20')
- C. Maximum Lot Coverage:
1. Sixty percent (60%) to be occupied by main and accessory structures.
- D. Parking Regulations:
1. Single-family Dwelling Unit – Two (2) enclosed spaces behind the front building line on the same lot as the main structure. (See Section 36, Off-Street Parking and Loading Requirements).
- E. Minimum Dwelling Unit Acres – One thousand six hundred (1,600) square feet.

(b) Subparts A-C of Section 18B.4 on Page 5 of Exhibit G are hereby deleted in their entirety and replaced with the following:

#### 18B.4 AREA REGULATIONS:

- A. Size of Lots:
1. Minimum Lot Area – seven thousand two hundred (7,200 square feet).
  2. Minimum Lot Width – Sixty feet (60')
  3. Minimum Lot Depth – One hundred ten feet (110')
- B. Size of Yards:
1. Minimum Front Yard – Fifteen feet (15')
  2. Minimum Side Yard – Five feet (5'); fifteen feet (15') on corner lot adjacent to a street
  3. Minimum Rear Yard – Twenty feet (20') adjacent to an alley, ten feet (10') if no alley exists.
  4. Minimum Garage Setback – Twenty feet (20')
- C. Maximum Lot Coverage:
1. Forty percent (40%) to be occupied by main and accessory structures.

(c) Subparts A-C of Section 18C.4 on Page 7 of Exhibit G are hereby deleted in their entirety and replaced with the following:

#### 18C.4 AREA REGULATIONS:



- A. Size of Lots:
  - 1. Minimum Lot Area – six thousand (6,000 square feet).
  - 2. Minimum Lot Width – Fifty-five feet (55')
  - 3. Minimum Lot Depth – One hundred ten feet (110')
- B. Size of Yards:
  - 1. Minimum Front Yard – Fifteen feet (15')
  - 2. Minimum Side Yard – Five feet (5'); fifteen feet (15') on corner lot adjacent to a street
  - 3. Minimum Rear Yard – Twenty feet (20') adjacent to an alley, ten feet (10') if no alley exists.
  - 4. Minimum Garage Setback – Twenty feet (20')
- C. Maximum Lot Coverage:
  - 1. Sixty percent (60%) to be occupied by main and accessory structures.

(d) Subparts A-C of Section 18D.4 on Page 9 of Exhibit G are hereby deleted in their entirety and replaced with the following:

#### 18.D.4 AREA REGULATIONS:

- A. Size of Lots:
  - 1. Minimum Lot Area – Five thousand (5,000 square feet).
  - 2. Minimum Lot Width – Fifty feet (50')
  - 3. Minimum Lot Depth – One hundred ten feet (110')
- B. Size of Yards:
  - 1. Minimum Front Yard – Fifteen feet (15')
  - 2. Minimum Side Yard – Five feet (5'); fifteen feet (15') on corner lot adjacent to a street
  - 3. Minimum Rear Yard – Twenty feet (20') adjacent to an alley, ten feet (10') if no alley exists.
  - 4. Minimum Garage Setback – Twenty feet (20')
- C. Maximum Lot Coverage:
  - 1. Sixty percent (60%) to be occupied by main and accessory structures.

(e) Section 2.b on Page 1 of Exhibit G is hereby deleted in its entirety and replaced with the following:

- b. Patio homes allow for development of detached “zero lot line” homes in a modified residential district which encourage greater use of the side yard areas. Clustered lot patterns, with a common usable

open space system, can be incorporated as an integral part of the development.

1. Height Regulations:
  - A. Maximum Height - Two and one-half (2-1/2) stories for the main structure; one (1) story for accessory buildings.
2. Area Regulations:
  - A. Minimum Front Yard – five feet (5').
  - B. Minimum Rear Yard – five feet (5').
  - C. Side Yard Regulations:
    - (i) Zero feet on one side and ten feet (10') on the other side, or
    - (ii) Five feet (5') on each side.
  - D. Size of Lots:
    - (i) Minimum Lot Area – Three thousand five hundred (3,500) square feet.
    - (ii) Minimum Lot Width – Forty feet (40').
    - (ii) Minimum Lot Depth – 100 feet (100').
  - E. Maximum Lot Coverage – Fifty percent (75%) total, including main and accessory buildings.
  - F. Minimum Area of Dwelling Unit – Each unit shall have a minimum floor area of one thousand two hundred (1,200) square feet.
  - G. Minimum Garage Setback – twenty feet (20')
3. Parking Regulations:
  - A. Two (2) enclosed spaces on the same lot as the main structure (see Section 36, Off-Street Parking and Loading Requirements)
4. Minimum Dwelling Unit Acres – One thousand two hundred (1,200) square feet.

(f) Subparts A-C of Section 18D.5 on Page 10 of Exhibit G are hereby deleted in their entirety and replaced with the following:

**18D.5 SPECIAL REQUIREMENTS:**

- A. No permanent use of temporary dwellings, such as recreational vehicles, travel trailers or motor homes may be used for on-site dwelling purposes.
- B. Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on two (2) acres or larger.

- C. Open storage is prohibited (except for materials for the resident's personal use of consumption, e.g., firewood, gardening material, etc.).
- D. Other Regulations – As establish in the Development Standards, Section 35 through 45.

4. Amendment Date. This Amendment will become effective on the date all Parties have executed this Amendment (the "Amendment Date").

5. Incorporation. This Amendment is an amendment to the Agreement and is hereby fully incorporated therein for all purposes, as if fully set forth therein.

6. Ratification of Agreement. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

[Signature Pages to Follow.]

EXECUTED to be effective on the Amendment Date:

**THE CITY**

THE CITY OF RHOME, TEXAS

By: \_\_\_\_\_  
Eric Debus, Interim City Administrator

**ATTEST:**

By: \_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022,  
by Eric Debus, Interim City Administrator of The City of Rhome, Texas, on behalf of The City  
of Rhome, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**THE DISTRICT**

ROLLING V RANCH WCID NO. 1

By: \_\_\_\_\_  
\_\_\_\_\_, President

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_, President of ROLLING V RANCH WCID NO. 1, on behalf of said  
district.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

EXECUTED to be effective on the Amendment Date:

**DEVELOPER**

PMB ROLLING V LAND LP,  
a Texas limited partnership

By: PMB Rolling V Land GP LLC,  
a Texas limited liability company,  
its General Partner

By: \_\_\_\_\_  
K. Taylor Baird, Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022,  
by K. Taylor Baird, Manager of PMB Rolling V Land GP LLC, a Texas limited liability company,  
the General Partner of PMB Rolling V Land LP, a Texas limited partnership, on behalf of said  
entities.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RHOME, TEXAS, CONSENTING TO THE ADDITION OF 230.664 ACRES OF LAND BY ROLLING V RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 OF WISE COUNTY OR A DISTRICT TO BE CREATED BY DIVISION OF SAME; PROVIDING FOR SEVERABILITY AND DECLARING AN EFFECTIVE DATE.**

WHEREAS, pursuant to applicable law, PMB Rolling V Land, LP (the “Owner”) has petitioned the City of Rhome for consent to the addition of approximately 230.664 acres of land (the “Property”) to the boundaries of Rolling V Ranch Water Control and Improvement District No. 1 of Wise County (the “District”); and

WHEREAS, the Property is located within the extraterritorial jurisdiction of the City of Rhome; and

WHEREAS, Section 42.0425 of the Texas Local Government Code provides that a political subdivision such as the District may not add land that is located in the extraterritorial jurisdiction of a municipality unless the governing body of the municipality gives its written consent by ordinance or resolution; and

WHEREAS, the Owner has provided the City of Rhome with a copy of Owner’s petition for the addition of the Property to the District and requested that the City provide a consent resolution evidencing the City’s consent to such addition of the Property to the District; and

WHEREAS, the City Council finds that it is in the public interest to grant consent to the addition of the Property to the District, taking into consideration the public health, safety and general welfare;

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

Section 1. Subject to the conditions set forth in Section 3 below, the City of Rhome hereby consents to the addition of the Property to the District in accordance with Owner’s petition to the District for such addition. A copy of Owner’s petition, including the legal description of the Property and depiction of the Property, is attached hereto and incorporated herein by reference as Exhibit “A”.

Section 2. The consent of the City to the addition of the Property to the District does not in any way release the Property or any portion of the Property from the extraterritorial jurisdiction of the City.

Section 3. The terms and provisions of this Resolution shall be deemed to be severable and if the validity of any section, subsection, sentence, clause, or phrase of this Resolution should be declared to be invalid, the same shall not affect the validity of any other section, subsection,

sentence, clause or phrase of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Rhome, Texas on the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Secretary



**EXHIBIT “A”**

**PETITION TO THE DISTRICT, LEGAL DESCRIPTION OF THE PROPERTY, AND  
DEPICTION OF THE PROPERTY**

*[SEE ATTACHED]*

**EXHIBIT "A"**  
**230.664 ACRES**

BEING 230.664 ACRES OF LAND SITUATED IN THE SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 743, WISE COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED TO PMB ROLLING V LAND, LP AS RECORDED IN COUNTY CLERKS FILE NO. 2019-11568, OFFICIAL PUBLIC RECORDS OF WISE COUNTY TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 2-INCH FENCE POST FOUND FOR A REENTRANT CORNER OF SAID PMB TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO J.L. LOGAN FAMILY PARTNERSHIP BY DEED RECORDED IN VOLUME 1425, PAGE 850 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTH 89°55'11" EAST, WITH THE NORTH LINE OF SAID PMB TRACT, A DISTANCE OF 3925.47 FEET TO A 5/8-INCH IRON ROD FOUND ON THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAYS 81 AND 287, A VARIABLE WIDTH RIGHT-OF-WAY) FOR THE NORTHEAST CORNER OF SAID ROLLING V LAND TRACT;

THENCE, WITH THE EASTERLY LINE OF SAID ROLLING V LAND TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 19°39'11" EAST, WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 318.59 FEET TO A TXDOT MONUMENT;

SOUTH 33°12'29" EAST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 287.64 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "LJA SURVEYING" FOUND;

SOUTH 58°25'57" WEST, A DISTANCE OF 576.64 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "LJA SURVEYING" FOUND;

SOUTH 31°34'01" EAST, A DISTANCE OF 299.82 FEET TO A 1/2-INCH IRON ROD FOUND;

SOUTH 58°30'03" WEST, A DISTANCE OF 471.76 FEET TO A 4-INCH FENCE POST FOUND;

SOUTH 00°01'41" WEST, A DISTANCE OF 1181.88 FEET TO A 5/8-INCH IRON ROD FOUND;

SOUTH 00°14'28" EAST, A DISTANCE OF 87.08 FEET;

THENCE DEPARTING SAID EASTERLY LINE, OVER AND ACROSS SAID PBM ROLLING V TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89°51'50" WEST, A DISTANCE OF 3622.81 FEET;

NORTH 00°09'04" WEST, A DISTANCE OF 2359.70 FEET;

**EXHIBIT "A"**  
**230.664 ACRES**

NORTH 35°01'32" EAST, A DISTANCE OF 306.10 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA 230.664 ACRES (10,047,717 SQUARE FEET) OF LAND.

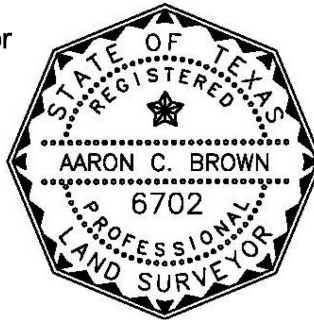
THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH TBPELS ACTS AND RULES PAGE 97 OF 109 UPDATED APRIL 1, 2021 INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



---

Aaron C. Brown, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6702  
LJA Surveying, Inc.  
3017 West 7<sup>th</sup> Street, Suite 300  
Fort Worth, Texas 76107  
682-747-0800  
TBPELS Firm No. 10194382

November 18, 2021





0 500 1000

J.L. LOGAN FAMILY  
PARTNERSHIP  
VOLUME 1425, PAGE 850  
O.P.R.W.C.T.

POINT OF  
BEGINNING  
2" FENCE  
POST FOUND

APPROXIMATE  
SURVEY LINE

WILLIAM OATS SURVEY  
ABSTRACT NO. 671

APPROXIMATE  
SURVEY LINE

1/2" IRF (CM) L8  
S89°55'11"E 3925.47' APPROXIMATE SURVEY LINE  
5/8" IRF (CM) L1

PMB ROLLING V LAND, LP  
C.C.# 2019-11568  
O.P.R.W.C.T.

230.664 ACRES  
10,047,717 SQ. FT.

5/8" C.I.R.  
"LJA SURVEYING"  
DAVID M. SMITH  
VOL. 885, PG. 753  
O.P.R.W.C.T.

4" FENCE  
POST FOUND

LAWRENCE MURRAY WILCOX  
AND WIFE, OLETA G. WILCOX  
VOL. 22, PG. 68  
O.P.R.W.C.T.

APPROXIMATE LOCATION  
CITY OF RHOME CITY LIMITS LINE  
N89°51'50"W 3622.81'  
CITY OF RHOME ETJ

5/8" IRF (CM) L7

S.H. 81 & 287  
(A VARIABLE WIDTH  
RIGHT-OF-WAY)

CTE, LLC  
C.C.# 201401808  
O.P.R.W.C.T.  
CTE, LLC  
C.C.# 201401809  
O.P.R.W.C.T.

APPROXIMATE SURVEY LINE

APPROXIMATE  
SURVEY LINE

APPROXIMATE  
SURVEY LINE

JAMES B. FARNSWORTH SURVEY  
ABSTRACT NO. 1417

JAMES S. PROCTOR SURVEY  
ABSTRACT NO. 1143

J.J. HUDSON SURVEY  
ABSTRACT NO. 1080

LEGEND  
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS,  
WISE COUNTY, TEXAS  
CIRF CAPPED IRON ROD FOUND  
C.C.# COUNTY CLERK'S FILE NO.

BASIS OF BEARINGS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL  
ZONE, (NAD83 (2011) EPOCH 2010), AS DETERMINED BY GPS OBSERVATIONS

LINE	BEARING	DISTANCE
L1	S19°39'11"E	318.59'
L2	S33°12'29"E	287.64'
L3	S58°25'57"W	576.64'
L4	S31°34'01"E	299.82'
L5	S58°30'03"W	471.76'
L6	S00°01'41"W	1181.88'
L7	S00°14'28"E	87.08'
L8	N35°01'32"E	306.10'

PAGE 3  
OF 3

DATE: 11/18/21  
DRWN BY: S.A.T.  
CHKD BY: A.C.B.  
PROJ NO. 0083

## EXHIBIT "A"

230.664 ACRES  
IN THE SMITH COUNTY SCHOOL LAND SURVEY,  
ABSTRACT NO. 743  
WISE COUNTY, TEXAS

**LJA Surveying, Inc.**

3017 West 7th Street  
Suite 300  
Fort Worth, Texas 76107

Phone 682.747.0800

T.B.P.E.L.S. Firm No. 10194382



### THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement (this “Amendment”) is executed by and between PMB Rolling V Land, LP, a Texas limited partnership (“Developer”), Rolling V Ranch Water Control and Improvement District No. 1, a conservation and reclamation district operating pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and Chapter 9021, Texas Special District Local Laws Code (the “District”) and the City of Rhome, Texas, a Type-A general law municipality (the “City”) (Developer and City being referred to individually as a “Party” and collectively as the “Parties”), to be effective on the Amendment Date.

#### RECITALS

WHEREAS, Developer and the City entered into that certain Development Agreement dated September 30, 2019 (as joined and amended, the “Agreement”), relating to the development of approximately 1,859.069 acres (the “Property”); and

WHEREAS, the District became a party to the Agreement by execution of a Joinder Agreement dated October 1, 2019;

WHEREAS, the Parties amended the Agreement by that certain Amendment to Development Agreement dated June 7, 2022 to remove 69.726 acres of land from the Property, resulting in 1,789.343 acres remaining in the Property defined in and subject to the Agreement;

WHEREAS, the Parties further amended the Agreement by that certain Second Amendment to Development Agreement dated \_\_\_\_\_, 2022 to release certain platted lots from the Agreement, pursuant to the terms of the Agreement;

WHEREAS, the Parties now further desire to amend the Agreement to include an additional 230.664 acres of land more particularly described and depicted on **Exhibit “A”** attached hereto (the “Added Lands”); and

WHEREAS, the Parties now desire to amend the Agreement to redefine “Property” to include the Added Lands.

#### AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

1. Definitions. Unless the context requires otherwise, or otherwise defined or amended herein, the capitalized terms in this Amendment shall have the meanings set forth in the Agreement. Capitalized terms established in this Amendment shall be incorporated into the Agreement as if fully set forth therein.

2. Amendments. The Property described in the Agreement is amended to include the Added Lands, being the 230.664 acres of lands described by metes and bounds in **Exhibit**

“A” attached hereto. The City agrees to consent to the addition of the Added Lands to the District by ordinance or resolution.

3. Amendment Date. This Amendment will become effective on the date both Parties have executed this Amendment (the “Amendment Date”).

4. Incorporation. This Amendment is an amendment to the Agreement and is hereby fully incorporated therein for all purposes, as if fully set forth therein.

5. Ratification of Agreement. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED to be effective on the Amendment Date:

**THE CITY**

The City of Rhome, Texas

By: \_\_\_\_\_  
Patricia Mitchell, Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**THE DISTRICT**

ROLLING V RANCH WCID NO. 1

By: \_\_\_\_\_  
Michael Boyd, Vice President

**ATTEST:**

By: \_\_\_\_\_  
Vince Manna, Assistant Secretary



EXECUTED to be effective on the Amendment Date:

**DEVELOPER**

PMB ROLLING V LAND, LP,  
a Texas limited partnership

By: PMB Rolling V Land GP, LLC  
a Texas limited liability company, its Manager

By: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_, the \_\_\_\_\_ of PMB Rolling V Land GP, LLC, the Manager of PMB Rolling V  
Land, LP, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**EXHIBIT “A”**

**DESCRIPTION AND DEPICTION OF RELEASED PARCEL**

*[SEE ATTACHED]*

**EXHIBIT "A"**  
**230.664 ACRES**

BEING 230.664 ACRES OF LAND SITUATED IN THE SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 743, WISE COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED TO PMB ROLLING V LAND, LP AS RECORDED IN COUNTY CLERKS FILE NO. 2019-11568, OFFICIAL PUBLIC RECORDS OF WISE COUNTY TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 2-INCH FENCE POST FOUND FOR A REENTRANT CORNER OF SAID PMB TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO J.L. LOGAN FAMILY PARTNERSHIP BY DEED RECORDED IN VOLUME 1425, PAGE 850 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTH 89°55'11" EAST, WITH THE NORTH LINE OF SAID PMB TRACT, A DISTANCE OF 3925.47 FEET TO A 5/8-INCH IRON ROD FOUND ON THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAYS 81 AND 287, A VARIABLE WIDTH RIGHT-OF-WAY) FOR THE NORTHEAST CORNER OF SAID ROLLING V LAND TRACT;

THENCE, WITH THE EASTERLY LINE OF SAID ROLLING V LAND TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 19°39'11" EAST, WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 318.59 FEET TO A TXDOT MONUMENT;

SOUTH 33°12'29" EAST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 287.64 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "LJA SURVEYING" FOUND;

SOUTH 58°25'57" WEST, A DISTANCE OF 576.64 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "LJA SURVEYING" FOUND;

SOUTH 31°34'01" EAST, A DISTANCE OF 299.82 FEET TO A 1/2-INCH IRON ROD FOUND;

SOUTH 58°30'03" WEST, A DISTANCE OF 471.76 FEET TO A 4-INCH FENCE POST FOUND;

SOUTH 00°01'41" WEST, A DISTANCE OF 1181.88 FEET TO A 5/8-INCH IRON ROD FOUND;

SOUTH 00°14'28" EAST, A DISTANCE OF 87.08 FEET;

THENCE DEPARTING SAID EASTERLY LINE, OVER AND ACROSS SAID PBM ROLLING V TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89°51'50" WEST, A DISTANCE OF 3622.81 FEET;

NORTH 00°09'04" WEST, A DISTANCE OF 2359.70 FEET;

**EXHIBIT "A"**  
**230.664 ACRES**

NORTH 35°01'32" EAST, A DISTANCE OF 306.10 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA 230.664 ACRES (10,047,717 SQUARE FEET) OF LAND.

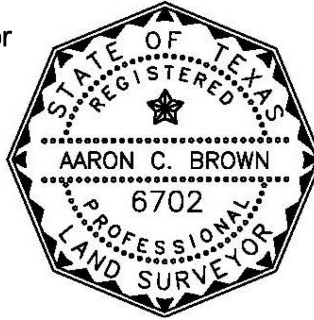
THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH TBPELS ACTS AND RULES PAGE 97 OF 109 UPDATED APRIL 1, 2021 INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



---

Aaron C. Brown, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6702  
LJA Surveying, Inc.  
3017 West 7<sup>th</sup> Street, Suite 300  
Fort Worth, Texas 76107  
682-747-0800  
TBPELS Firm No. 10194382

November 18, 2021





0 500 1000

J.L. LOGAN FAMILY  
PARTNERSHIP  
VOLUME 1425, PAGE 850  
O.P.R.W.C.T.

POINT OF  
BEGINNING  
2" FENCE  
POST FOUND

APPROXIMATE  
SURVEY LINE

WILLIAM OATS SURVEY  
ABSTRACT NO. 671

APPROXIMATE  
SURVEY LINE

1/2" IRF (CM) L8  
S89°55'11"E 3925.47' APPROXIMATE SURVEY LINE  
5/8" IRF (CM) L1

PMB ROLLING V LAND, LP  
C.C.# 2019-11568  
O.P.R.W.C.T.

230.664 ACRES  
10,047,717 SQ. FT.

5/8" C.I.R.  
"LJA SURVEYING"  
DAVID M. SMITH  
VOL. 885, PG. 753  
O.P.R.W.C.T.

4" FENCE  
POST FOUND

LAWRENCE MURRAY WILCOX  
AND WIFE, OLETA G. WILCOX  
VOL. 22, PG. 68  
O.P.R.W.C.T.

APPROXIMATE LOCATION  
CITY OF RHOME CITY LIMITS LINE  
N89°51'50"W 3622.81'  
CITY OF RHOME ETJ

5/8" IRF (CM) L7

CTE, LLC  
C.C.# 201401808  
O.P.R.W.C.T.  
CTE, LLC  
C.C.# 201401809  
O.P.R.W.C.T.

S.H. 81 & 287  
(A VARIABLE WIDTH  
RIGHT-OF-WAY)

APPROXIMATE SURVEY LINE

JAMES B. FARNSWORTH  
SURVEY  
ABSTRACT NO. 991

APPROXIMATE  
SURVEY LINE

APPROXIMATE SURVEY LINE

JAMES B. FARNSWORTH SURVEY  
ABSTRACT NO. 1417

APPROXIMATE  
SURVEY LINE

JAMES S. PROCTOR SURVEY  
ABSTRACT NO. 1143

APPROXIMATE  
SURVEY LINE

J.J. HUDSON SURVEY  
ABSTRACT NO. 1080

LEGEND  
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS,  
WISE COUNTY, TEXAS  
CIRF CAPPED IRON ROD FOUND  
C.C.# COUNTY CLERK'S FILE NO.

BASIS OF BEARINGS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL  
ZONE, (NAD83 (2011) EPOCH 2010), AS DETERMINED BY GPS OBSERVATIONS

LINE	BEARING	DISTANCE
L1	S19°39'11"E	318.59'
L2	S33°12'29"E	287.64'
L3	S58°25'57"W	576.64'
L4	S31°34'01"E	299.82'
L5	S58°30'03"W	471.76'
L6	S00°01'41"W	1181.88'
L7	S00°14'28"E	87.08'
L8	N35°01'32"E	306.10'

PAGE 3  
OF 3

DATE: 11/18/21  
DRWN BY: S.A.T.  
CHKD BY: A.C.B.  
PROJ NO. 0083

## EXHIBIT "A"

230.664 ACRES  
IN THE SMITH COUNTY SCHOOL LAND SURVEY,  
ABSTRACT NO. 743  
WISE COUNTY, TEXAS

LJA Surveying, Inc.

3017 West 7th Street  
Suite 300  
Fort Worth, Texas 76107

Phone 682.747.0800

T.B.P.E.L.S. Firm No. 10194382



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

[www.cityofrhome.com](http://www.cityofrhome.com) [cityadministrator@cityofrhome.com](mailto:cityadministrator@cityofrhome.com)

---

# AGENDA ITEM E



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

[www.cityofrhome.com](http://www.cityofrhome.com) [cityadministrator@cityofrhome.com](mailto:cityadministrator@cityofrhome.com)

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# AGENDA ITEM F



## Agenda Commentary

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Meeting Date: August 11, 2022

Department: Administration

Contact: Eric Debus

Agenda Item: F. Discussion and any necessary action regarding IT Services for the remainder of FY 2021-2022

---

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing  
☐ Plat ☒ Discussion & Direction ☐ Other

---

**Summary-Background:**

PC Pros has provided IT Services for the City of Rhome for the last several years; both desktop support and network services and security. The representative that works with us no longer works for PC Pros. PC Pros has notified us that they will continue to provide desktop support only.

We have contacted three companies for proposals for network services and security and are recommending: Additionally, all three proposals were substantially higher than PC Pros, which impacts the budget for FY 2022-2023.

---

Funding Expected: ☐ Revenue ☐ Expenditure ☐ N/A

Budgeted Item: ☐ Yes ☐ No ☐ N/A

GL Account: \_\_\_\_\_ Amount: \_\_\_\_\_

Legal Review Required: ☐ Yes ☐ No Date Completed: \_\_\_\_\_

Engineering Review: ☐ FD Review: ☐ PD Review: ☐ PW Review: ☐

---

**Supporting Documents Attached:**

Yes

---

**Recommendation:**

Authorize the Interim City Administrator to execute the contract for services.

---





Technology  
Management  
Simplified

# City of Rhome Managed IT Service Proposal

August 9, 2022

**Prepared By:**

Corey Powell  
Chief Technology Officer  
EON Consulting, LLC  
940.220.7138

## OVERVIEW

EON Consulting, LLC is pleased to submit this proposal for services to support City of Rhome in achieving its goals for improving IT infrastructure and end-user satisfaction by providing ongoing IT support, 24/7 system monitoring, and regularly scheduled maintenance for its servers, workstations, network equipment, and peripherals. We support hundreds of small businesses throughout the DFW metroplex, and we look forward to working with you and your team.

## OUR MISSION

Our mission is to help your organization's technologies, processes, and people become more efficient and more secure through managed IT services and support. We're your tech team, an extension of your organization — we handle your IT needs so that you can focus on your core competencies and do what you do best.

## MANAGED IT SERVICES

With our Managed IT services, we'll become your dedicated, proactive IT department. For a fixed monthly rate, our expert team helps cover all of your IT support needs, so you can focus on your core competencies rather than your technologies. Our Managed IT Service plan includes the following:

- Priority and Quality IT Support
- Best Practices Implementations
- Proactive Maintenance
- 24/7/365 Monitoring
- Technology Business Reviews
- vCIO Services (or Existing CIO Supplemental Support)
- Microsoft 365 Licensing and Product Enablement
- Robust Endpoint Protection
- AI-Powered DNS Threat Protection and Content Filtering
- Cloud-Based Network Device Monitoring and Management
- Sophisticated Email Protection
- Advanced Email Monitoring and Reporting
- Multifactor Authentication Implementation and Support
- Our Technology Alignment Services
- Our Cybersecurity and Compliance Management Services
- Our Backup and Business Continuity Services

## TECHNOLOGY ALIGNMENT, VCIO, AND PROFESSIONAL SERVICES

Technology Alignment is the process of matching your IT strategy with your business strategy. With our Technology Alignment services, our team will ensure your technologies are in line with your strategic goals and maximize the value of your IT investments.

Our outsourced vCIO (or “virtual CIO”) services will help bring your organization’s technologies into alignment with our standards and industry best practices. Our expert team will assess where you are, compare that to where you want to be, and will make recommendations on how to bridge the gaps. Our goal is for these services to put your organization on a clear path to seamlessly transition from what you have today, to what you’ll need tomorrow.

Our Technology Alignment and vCIO services include:

- Technology Business Reviews
- IT Roadmap Development
- Asset and Inventory Management
- Hardware Lifecycle Tracking
- Consultation and Recommendations for Hardware and Software Procurement
- New Product Features Discovery, Review, and Implementation
- Vendor Management
- Strategic Planning
- Technology Goal Setting
- Budget Planning

It’s important to know that Technology Alignment is a process, not a point in time. Technology Alignment should be assessed regularly, identifying deficient areas so that company strategy can include a path to improvement. As part of our Technology Alignment services, our team will assess your current technology alignment and re-assess regularly.

## CYBERSECURITY AND COMPLIANCE MANAGEMENT

At EON Consulting, we have high standards for everything we do. But when it comes to cybersecurity, our standards are even higher. When you utilize EON's cybersecurity services, we work to identify, recommend, and implement the security settings and policies that make the most sense for your organization. We care about your organization and go the extra mile to ensure you're better protected, including meeting with each person on your team one-on-one to walk them through the process of implementing multi-factor authentication on their accounts. From configuring organization-wide email encryption policies, to remediating internal and external network vulnerabilities, to meeting with each person on your team one-on-one to walk them through the process of implementing multi-factor authentication on their accounts, we'll be there to guide you through any complex processes, make experienced recommendations, and work behind-the-scenes to help protect your organization and provide you with peace of mind.

Some examples of our Cybersecurity and Compliance Management offerings include:

- Independent Third-Party Internal and External Vulnerability Assessment Review, Response, and Remediation
- Industry-Specific Compliance Assistance
- Expert-Led Tabletop Exercises
- End-User Phishing Testing, Security Training, and Reporting
- Multifactor Authentication Implementation and Support
- Microsoft 365 Tenant Security Management
- Secure File Sharing Solutions
- Advanced Email Encryption Services
- Anti-Virus, Anti-Malware, and Anti-Ransomware Solutions
- Anti-Spam Services
- Time-of-Click URL Protection
- Web Content Filtering
- Application Controls
- Peripheral Controls
- Sensitive Data Controls
- Exploit Prevention Measures
- AI-Powered DNS Threat Protection and Content Filtering
- Endpoint Detection and Response
- Managed Threat Response
- Centrally Managed Disk Encryption
- Dark Web Password Monitoring
- Advanced Email Monitoring and Reporting
- Domain Blacklist Monitoring
- Mobile Device Management
- Disk and Data Destruction
- Certificates of Destruction for Decommissioned Assets
- Etc.

## BACKUP, BUSINESS CONTINUITY, AND DISASTER RECOVERY

With our Backup, Business Continuity, and Disaster Recovery services, we put solutions and processes in place to make sure your organization thrives no matter what comes your way. Our team will implement solutions that protect your organization against the disasters that can literally put you out of business. We'll work with you to develop and test a comprehensive business continuity and disaster recovery plan that will get your organization back in business and operating at 100% in a matter of minutes — not days — in the event of a major catastrophe with the following process:

### Testing and Assessment

We'll thoroughly test, analyze, and verify your existing backup solutions, evaluate your organization's business continuity posture, and review your existing disaster recovery documents, plans, and processes.

### Recommendations and Planning

Next, we'll identify problems or weaknesses with your existing solutions and processes before making recommendations. We'll work with you to set priorities, establish goals, and budget accordingly.

### Implementation and Maintenance

Finally, we'll implement the approved plan. In addition to automated backup alerting and testing, a member of our team will manually test and verify your backups on a regularly scheduled basis.

## PRICING

The following details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 30 days from the date of this proposal.

Pricing for our services, monthly subscription for firewall and monthly server cost is outlined in the **Standard Service Level Agreement**.

Estimate **NQ220809-3** outlines EON services implementation or onboarding. This includes bringing the client network up to par with EON best practices, installing EON's tools which we use to support users, monitoring, antivirus agent, etc.

Estimate **NQ220809-2** details pricing for firewall hardware for City Hall, the Police Department, and the Fire Department.



400 W. Oak St., Ste. 201  
Denton, TX 76201

Name / Address

Eric Debus  
City of Rhome  
501 S Main Street  
Rhome, TX 76078

[illegible]



Technology  
Management  
Simplified

# Estimate

400 W. Oak St., Ste. 201  
Denton, TX 76201

accounting@eonconsulting.net  
www.eonconsulting.net  
9402207138

Name / Address

Eric Debus  
City of Rhome  
501 S Main Street  
Rhome, TX 76078

			Date	Estimate #
			8/9/2022	NQ220809-3
Item	Description	Qty	Amount	Total
SLA Onboarding	<p>----- STANDARD SLA ONBOARDING LABOR -----</p> <p>Standard SLA On-boarding (Includes Microsoft 365 License Migration, Primary Domain and DNS Hosting Migration, Advanced DNS Filtering Implementation (x11 Endpoints), Anti-Spam to Advanced Email Threat Protection Migration (x11 Mailboxes), Email Data Loss Implementation (x11 Mailboxes), Email Time-of-Click Protection Implementation (x11 Mailboxes), Email Continuity Service Implementation (x11 Mailboxes), Multi-Factor Authentication (x11 Users)).</p> <p>**On-boarding fee will be waived in full if Standard Service Level Agreement signed on or before September 8, 2022</p>	1	2,720.00	2,720.00
Total				\$2,720.00



# QUOTE

Date	Quote #
08/08/22	TFGQ13004

5751 Kroger Dr. - Suite 279 - Fort Worth - TX - 76244

Phone: 817-337-0300 - Fax: 817-337-0313 - Email:  
sales@fulcrumgroup.net

Terms	Rep
	djohnson

**Sold To:** City of Rhome, TX  
Eric Debus  
501 S. Main St.  
Rhome, TX 76078

**Phone:** (817) 636-2462  
**Email:** cityadministrator@cityofrhome.com

**Ship To:** City of Rhome, TX  
Eric Debus  
501 S. Main St.  
Rhome, TX 76078

**Phone:** (817) 636-2462  
**Email:** cityadministrator@cityofrhome.com

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
	<b>SPOT Managed IT Services - Monthly Recurring Expenses</b>		
15	SPOT Managed IT Services - Per User support and maintenance, named users in ticketing system - 10 - 24 Users - Outsourced Day to Day IT operations, including - STAR Power Proactive Services Visits - checking IT standards continuously, ensuring technology is aligned with business goals - Fractional CIO consulting, to keep your IT in line with your practice goals and help drive transformation - Quarterly Strategy Reviews, aligning business goals keeping an eye on the future through IT budgets and Technology Roadmaps - Mon-Fri 6am to 6pm Service Desk access - reactive phone and remote support for IT issues response to SPOT Network Monitoring auto generated tickets - 24x7 On-Call Support for Critical Issues - IT Vendor management - coordinating, communicating, and managing IT vendors - SPOT Network Management Platform - SPOT Network Monitoring - real-time alerting, reporting, auto ticket generation, and IT asset reporting/management - Automated Windows patching with reporting - SPOT Connect Remote Control - allows Fulcrum staff to remote into computers for IT support - SPOT Online Documentation System - web-based portal for tracking IT documentation - Webroot SecureAnywhere Antivirus and DNS Protection - virus/malware and malicious website protection for all computers and servers - SPOT Email Filtering - inbound/outbound email filtering and virus/malware protection - SPOT Shield End User Security Awareness Training	\$225.00	\$3,375.00
2	SPOT Managed IT Services - Per User support and maintenance, named users in ticketing system - LOW USE - For part-time or other users who have limited interactions with IT systems	\$79.00	\$158.00
	Monthly Recurring Expenses SubTotal		\$3,533.00



QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	<b>SPOT Managed IT Services - One-Time Onboarding Fees</b> SPOT Managed IT Services Onboarding - Implement SPOT Management Platform, create initial System Documentation and complete/present IT Gap Assessment	\$4,579.00	\$4,579.00
	One-Time Fees SubTotal		\$4,579.00

**The Fulcrum Group, Inc. is a State of Texas DIR Contract Holder for End User IT Outsourcing (Managed Services) Contract # DIR-CPO-5031**

PRICES ARE VALID FOR 30 DAYS FROM THE DATE OF THIS QUOTE.  
PRICES BASED UPON PURCHASE OF ENTIRE SOLUTION, PARTIAL PROJECTS MAY REQUIRE ADDITIONAL CHARGE OR INCREASES IN PER UNITY PRICING.  
SOLUTIONS OVER \$5,000 REQUIRE A 50% DEPOSIT AND FULL PAYMENT FOR ANY PRODUCTS PURCHASED IS DUE UPON RECEIPT. CLIENTS REQUESTING NET TERMS SHALL BE SUBJECT TO A CREDIT CHECK. IF LEASING OPTIONS ARE INCLUDED, THESE ARE STRICTLY AN ESTIMATE OF THE LEASE PAYMENTS. FINAL LEASE PAYMENTS WILL BE NEGOTIATED DIRECTLY WITH THE LEASING COMPANY. LEASING QUOTES DO NOT INCLUDE SALES TAX, IF APPLICABLE.

<b>SubTotal</b>	\$8,112.00
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$8,112.00</b>

#### LEASE PAYMENT OPTIONS

<input type="checkbox"/> Credit Card Purchase (purchase amount \$8,112.00)
<input type="checkbox"/> Check Purchase (purchase amount \$8,112.00)
<input type="checkbox"/> eCheckACH Purchase (purchase amount \$8,112.00)
<input type="checkbox"/> WireTransfer Purchase (purchase amount \$8,112.00)

Quote Accepted By

Acceptance Date

TFGQ13004

**Want all the technology benefits today, but don't have the capital?  
Ask about our Leasing Programs and other special financing options.**



**SONICWALL™**  
Business Partner



- 
1. The Fulcrum Group, Inc. (herein after known as "Fulcrum") specifically disclaims any and all warranties, express or implied, including but not limited to, any implied warranties or with regard to any licensed products.
  2. Customer agrees to make payment in full to Fulcrum at 5751 Kroger Dr, Suite 279, Fort Worth, Tarrant County, Texas 76244, for all amounts due according to Fulcrum's invoice(s). Should Customer default in any such payment(s), Fulcrum will have the right to declare all invoice amounts owed by Customer immediately due and payable. In the event that Fulcrum commences any collection action(s), or otherwise
  3. Title to all equipment that Fulcrum sells to its customers shall not pass to Customer until such equipment is fully paid for. If Customer fails to pay Fulcrum the unpaid balance that Customer owes Fulcrum for any equipment, Customer agrees that Fulcrum shall have the right to take possession of such equipment if not paid in full within 90 days of delivery.
  4. Customer agrees that all sales that Fulcrum makes to Customer and all services that Fulcrum performs on behalf of Customer will be governed by the terms and conditions set forth in Fulcrum's Terms & Conditions, located at <https://www.fulcrum.pro/terms/>.
  5. This Proposal shall become effective upon the date that Fulcrum receives written acceptance of this Proposal.



# Standards Technology Alignment Review

## SPOT Managed IT Proposal and Presentation for



By David Johnson  
August 8<sup>th</sup>, 2022



# Agenda



## Recap of Previous Meeting

Did we miss anything?

Has anything changed?



## SPOT Presentation



## SPOT Proposal

# Who is Fulcrum Group?

▶ Started in 2002, Steve Meek & David Johnson - owners

▶ SPOT Managed IT Services – started in 2008



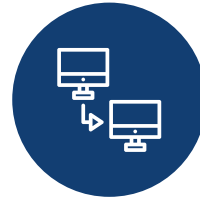
## Primary Offerings



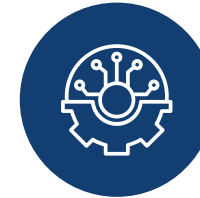
IT  
Outsourcing



Cloud  
Solutions



VOIP  
Communications



IT Infrastructure  
Projects



Cybersecurity  
Audits & Solutions





# IT Operations



IT Process and Results



IT problems are really IT process problems





# Current Results



IT Challenges affect end users and clients – sometimes IT just doesn't work



Slow Response to Support Requests – Complicated process to get support, new user setups are slow



Insufficient IT planning, budgeting, or roadmap – What is our Tech Refresh cycle? Do we have an IT asset list?



Cybersecurity – is the organization protected and risk mitigated?



Is our Microsoft 365 environment configured properly and securely?



Does my MSP have the right skills to support our environment?



What keeps you up at night?

# Our Clients Enjoy...



More predictable results = improved end user & client satisfaction



Highly responsive support: when you call, we are here to help you 24x7



Organizational Leaders confident that IT lifecycle and cybersecurity are being handled



Your technology all working together, from the server, to the phones to the internet service to the cameras



An understanding of where your IT stands today, and how it has improved compared to the past



IT Planning (roadmaps, budgets, IT asset lists) help you navigate the future



De-hassled, cyber-aware employees utilizing IT systems to their fullest

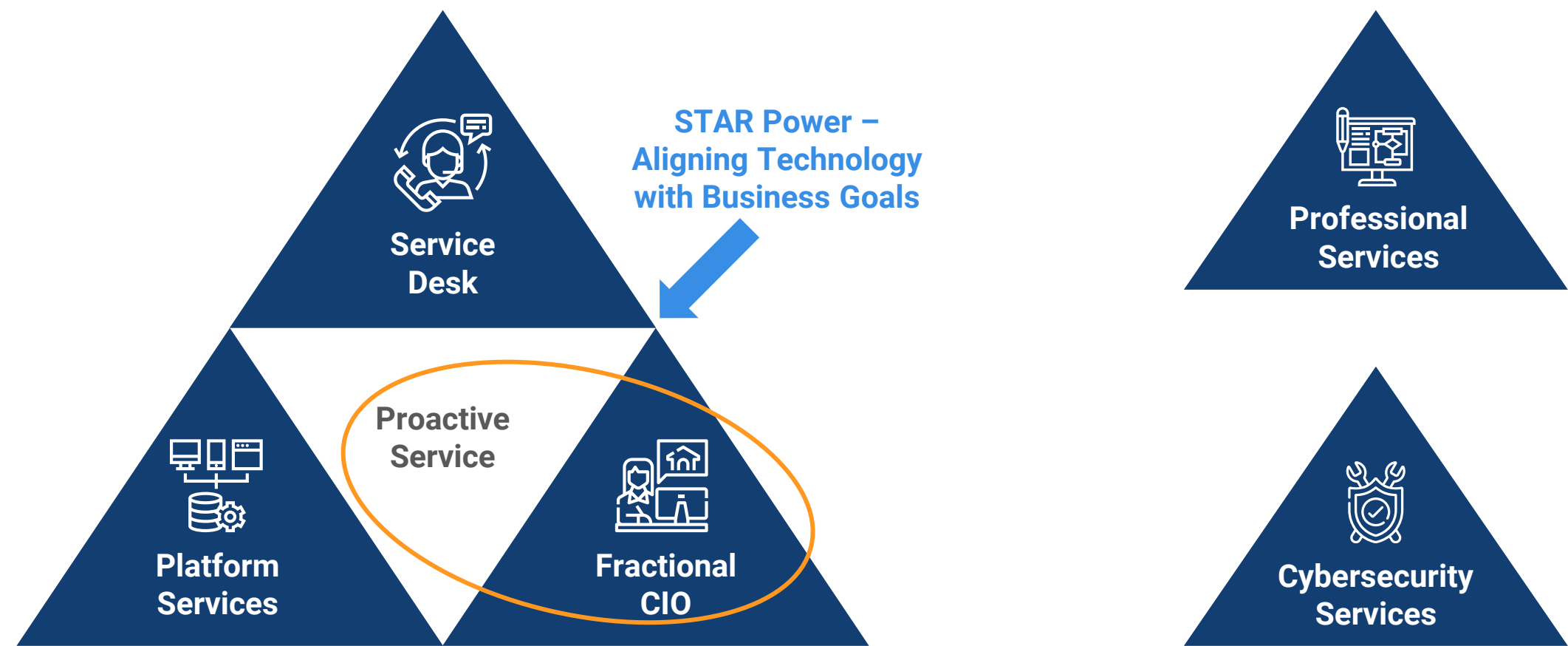


# Why Outsource?

- Proper IT staffing: The average local government organization requires 1 IT person for every 40-60 employees
- Hiring a Single IT person to handle your IT - Recruiting/training costs plus annual salary plus benefits, total cost \$80K to \$100K per year
- The many hats of In-House IT person – user support, network support, IT/Cloud vendor management, IT budgeting/planning, managing backups/patching, and **Cybersecurity/Compliance**
- Advantages of IT Outsourcing/Managed Services
  - ✓ Get IT Strategy, Budgeting, and Planning, not just reactive IT support
  - ✓ Scale your support needs up or down easily
  - ✓ Fractional Resources dedicated to every aspect of managing your Technology



# What Makes Us Unique – STAR Power



SPOT Managed IT Services – The 5 Service Fulcrums

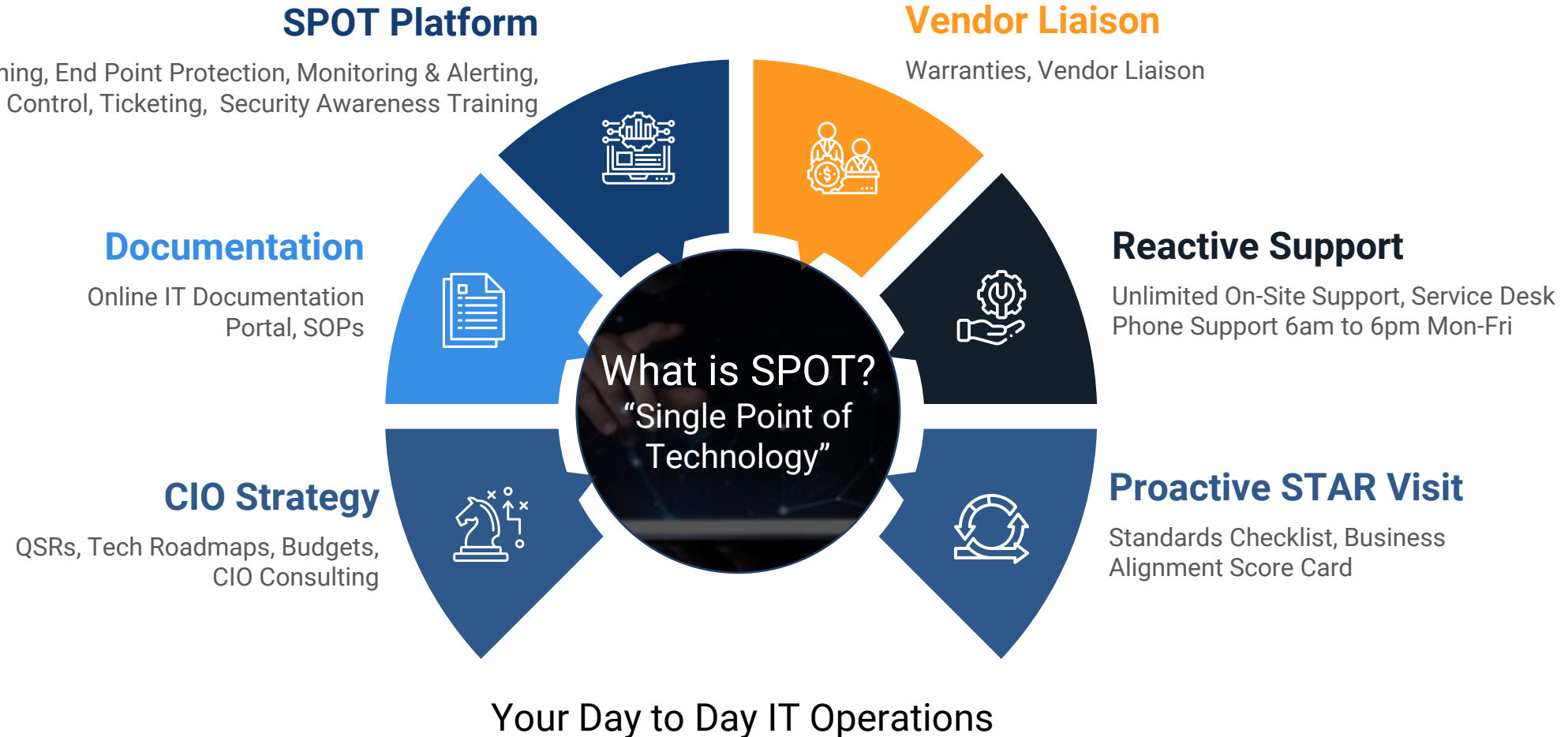
## Standards Technology Alignment Review



# SPOT

*Managed IT Services*

## What's Included



# The Five Fulcrums – Our Service Delivery Areas

**Fractional CIO** – This role is your business and strategy expert and meets with you quarterly to continually update your technology plan, help with budgeting and sharing tools and provide advice on what other Business' do for various results.

**Platform Services** – This role drives automation and deployment strategies of our centrally managed tools to ensure proper setup, complete deployment and automation. Examples include monitoring, patching, antivirus, backups, ticketing system, remote control, documentation and our various cloud services. They look for improvements that can affect our entire client base.

**Proactive Services** – This role comes onsite and conducts your S.T.A.R. review multiple times per year. As your primary technology advocate, they learn your systems, help document them in our platform tools and drive access to our other teams.

**Together the Five Fulcrums work in harmony to deliver quality service, track what has occurred, document relevant details and notify you of what happened.**



**Service Desk** – Our Service Desk (aka Help Desk) team takes phone calls, emails and review alerts for those times where support is reactive in nature such as password resets, email issues or new software installs. Our Service Desk is staffed by Fulcrum employees 24x7x365.

**Professional Services** – These are the engineers with more specialized skills that would be deploying new technologies such as network infrastructure, virtualization, storage, voice over IP or specialized security tools. They are also called upon for more consultative engagements such as audits and assessments. And they also handle escalations for difficult issues.

# Fulcrum Group DIR Contract



Texas Department of Information Resources

- Buy off contract, eliminates need for going out to bid
- <https://www.fulcrum.pro/texasdir/>
- End User IT Outsourcing (Managed Services)
- DIR Contract Number: DIR-CPO-5031
- Fulcrum Service Team has an engineer on-call 24x7
- Fulcrum Key Services on Contract

SPOT Managed IT  
Services

SPOT Shield  
Breach Protection  
Portal

SPOT Disk  
Encryption

SPOT Protect  
Microsoft 365  
Cloud Backups



# Service Desk

- Fulcrum Service Desk is available Mon-Fri 6am to 6pm CST
- All Fulcrum Service Desk technicians are Level 2 engineers and Fulcrum employees (not outsourced)
- Fulcrum Service Desk uses the Autotask ticketing system
  - Service Level Agreements are built into the ticketing system
  - Each client has web access to the ticketing system
  - Open a ticket by phone, email, or web
  - Every closed ticket gets a survey request
- Fulcrum Service Team has an engineer on-call 24x7
- All Service Desk calls are recorded
- All Remote Control sessions are recorded





# What cybersecurity is included in SPOT?

## SPOT Managed Services Feature

## Included?

Automated hardware and software inventory lists

Yes

Tracking of system documentation, including admin-level passwords

Yes

Periodic review of active user accounts

Yes

Periodic review of network share permissions

Yes

End Point Protection/End Point Detection & Response (EDR)

Yes

Assigned Fractional CIO as Security Officer

Yes

Configure firewalls for perimeter security

Yes

Email protection (Inbound/outbound spam/virus)

Yes

Monthly patching of Windows updates

Yes

Monthly updating of applets, like Acrobat Reader

Yes

Daily review of server backups

Yes

Quarterly device configuration backups

Yes

Online end-user security awareness training

Yes

# What cybersecurity is NOT included in SPOT?

SPOT Managed Services Feature	Included?
Multi-Factor Authentication for Network/Office 365	No
Multi-Factor Authentication for Cloud Apps	No
Identity Access Management	No
Single Sign-On	No
Email Phishing Tests, Dark Web Monitoring	No
Whole Disk Encryption – Management & Reporting	No
Internal Vulnerability Scanning	No
External Penetration Testing	No
Email Encryption/Secure Send	No
Email Compliant Archiving (for Open Records)	No
Microsoft 365 Security Monitoring & Alerting	No
Security Operations Center as a Service (24x7 monitoring of event logs and other services)	No



# Tech Refresh



Technology Refresh starts with understanding your IT Lifecycle requirements



Next, we need to maintain an accurate, up-to-date list of IT assets that includes information such as warranty expiration dates



We build out a Technology Roadmap that helps all parties understand where IT is headed



We work with business leaders and department heads to determine a budget for each year



Typical PC/Server replacement cycles are 4 years for desktops, 3 years for laptops, and 5 years for servers



Other assets such as firewalls, network equipment, software, etc. also need to be have a refresh cycle



Compliant recycling completes the lifecycle

# Software Evaluation



Software Evaluation is covered under your SPOT contract as “Vendor Liaison”



Your Fractional CIO will help you get multiple competitive bids, evaluate solutions, and make recommendations

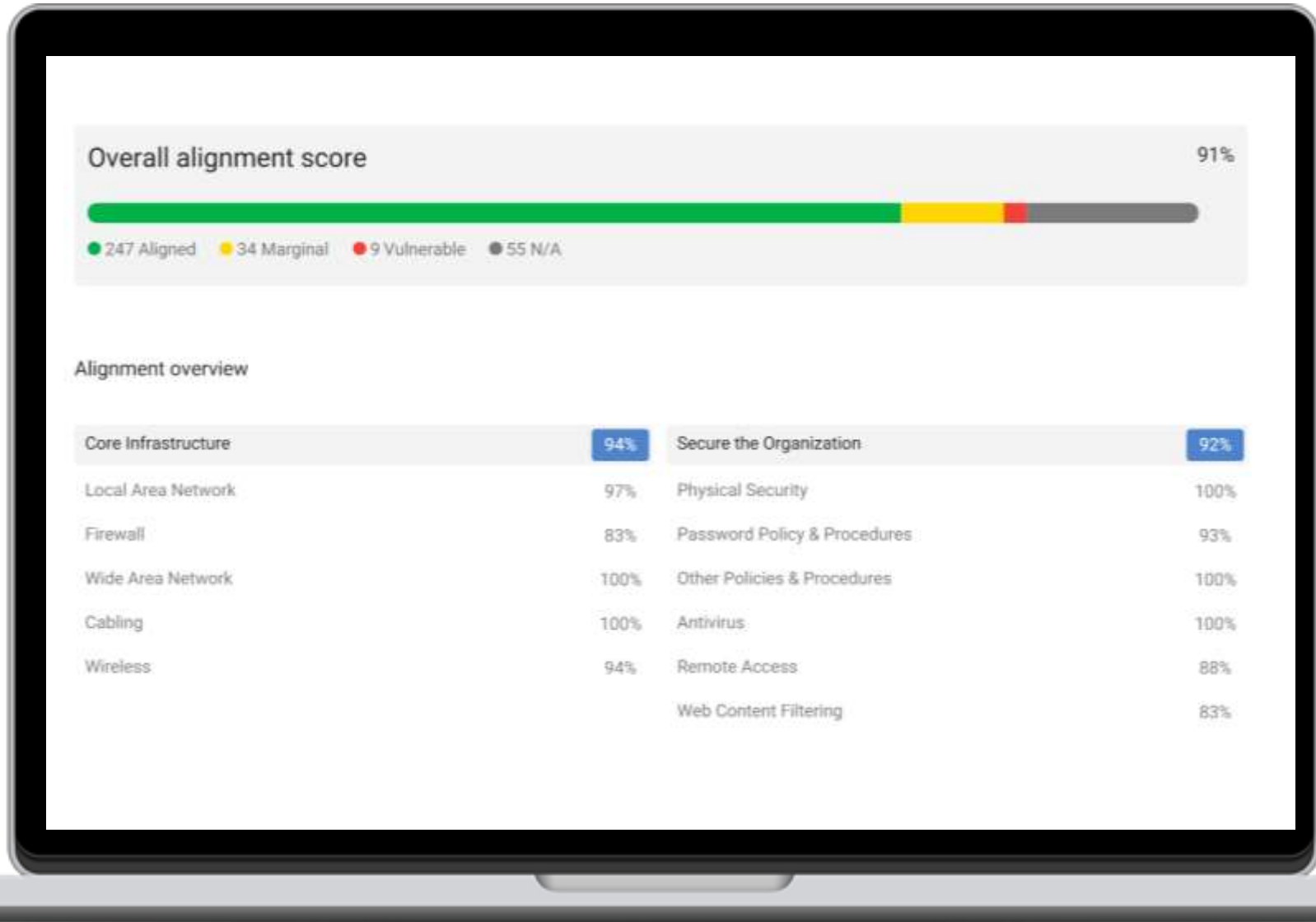


# ABC Company Technology Roadmap

Prepared by The Fulcrum group January 2022

■ Hardware
 ■ Software
 ■ Services
 ■ Change Mgmt.
 ■ Cloud enablement
 ■ Maintenance

	Completed	0-3 Months	3-6 Months	6-9 Months	9-12 Months	On Deck
<div>Business growth</div> <div></div>	New domain controllers in failover			Buildout of new water tower	Additional DR site setup	Additional locations for cameras at 100 acre park
		Fractional CIO business goals and alignment, QSR meetings				
<div>Consolidate &amp; efficiency</div> <div></div>		Monthly proactive services STAR reviews on first Tuesday of every month				
		Add persistent VPN hardware for patrol cars				
<div>User experience</div> <div></div>	New space for the FD	Setup of new equipment for FD	Deployment of drive and sharepoint for secure access off site	Tech refresh, plan replacement based on deprecation spreadsheet		
<div>Equipment &amp; software age</div> <div></div>	Recycling of old hardware and disposal	Turn up of new internet and phone circuit	Replacement of DC02 and Host2 servers	Replace battery vs PDU in server room		
<div>Security &amp; compliance</div> <div></div>		Platform services – server patching on third Sunday of every month				
		Review & update IT policies	Work on SPOT shield BPP policies and documentation	Deployment of Duo 2FA		
		Prep for CJIS audit in 2020				
<div>Backup &amp; DR</div> <div></div>		Platform services – daily backup and alert review, antivirus monitoring, patching				
		Disaster recovery testing		Review & refresh DR plan	Full DR buildout	
	1) Take personal ownership	2) Inspire client confidence	3) plan, Do, Review	4) Look to the future	5) Actively listen and communicate	6) Work as a team



## STAR Review Business Alignment Report

Objective View of Your IT Environment Based on Best Practices



# SPOT Managed IT Proposal

Let's  
review our  
SPOT  
Managed  
IT Services  
proposal





# Next Steps



501 South Main St  
Rhome, TX 76078

August 8, 2022

Ms. Northrup,

Thank you for contacting VersaTrust. The following proposal outlines our CompleteCare Defense in Depth plan for Managed IT and Cybersecurity services.

We have been managing and supporting commercial and local government entities from 20 employees to over 1000 for 25 years. As a matter of fact, we still count our first client, signed in 1997, as a client still today. Our team knows how to help you get to where you want to go, avoiding costly pitfalls along the way, ensure budget stability and will listen to your needs to create the IT environment that the firm requires.

VersaTrust has chosen the following industry certifications, partners and compliance qualifications to assist us in delivering best in class IT services, solutions, and data security protection:

- **CJIS Certified-All employees are certified with CJIS**
- **Microsoft Silver Partner** with the following Competencies and Certifications
  - **DataCenter** – Windows Server and Virtualization
  - **Small and Midmarket Cloud Solutions** – Office365, Azure and other apps
- **Cybersecurity Credentials**
  - **CISSP-Certified Information Systems Security Professional**
  - **CISM-Certified Information Security Manager**
  - **CompTIA Security+ CE**
  - **Information Systems Security, B.S.**

Thank you for the opportunity to provide this proposal and all of us at VersaTrust hope to be able to establish a partnership that will help take the City to the next level. Please do not hesitate to reach out with your questions.

Best Regards,



Danny Owens, CISSP, CISM  
Founder and CEO

# Managed IT and Security Plan - Proposal

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## Managed IT and Support Plan

**CompleteCare-DiD (Defense in Depth)** – A fixed fee plan where VersaTrust acts as the IT and data security department with unlimited remote and onsite support that also includes advanced security management and tools. Significant projects are quoted separately as hourly engagements.

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## Plan Options

### CompleteCare-Defense in Depth

Our CompleteCare DiD plan combines advanced IT and security management into a single plan, providing peace of mind that your systems will always be available and your data secure.

### Security Focused Managed IT Plan Features:

#### ***Strategic IT Consulting and Planning***

VersaTrust's strategic consulting, compliance and planning service supports your business growth, assists in cost containment, and reduces risk to your business. We will collaborate with you to provide an ongoing analysis and review of your technology plan. A proper business technology planning process is essential since it requires non-urgent but critically important attention. Our management team has decades of experience in IT Management that will provide focused attention on business technology objectives, review of employee productivity and the effective use of technology.

#### ***Custom Account Management***

Our Client Success Manager works with you to ensure that you receive the value from our relationship that you expect. This role coordinates regular meetings, is available for any questions and feedback and works to ensure that our Service Delivery Team understands the unique needs of your firm.

#### ***Clear Support Procedures***

We will provide our VersaTrust Support Sheet and Priority Support Matrix that will assist your employees in getting the support they need.

#### ***Business Focus***

Because we take on the day-to-day function of managing and supporting IT, your team can focus on what's important in running the firm. We work to ensure that the technology can move as fast as you need it to with no interruptions in productivity.



***Vendor Liaison***

We will become the central point of contact for all technology vendors, including ISPs, telephone systems and third-party software programs where you have current support agreements. This way, we can efficiently manage your overall technology, reducing your labor, and ensuring that there is no finger pointing. We will also review to identify areas for cost savings or other efficiency improvements.

*VersaTrust will monitor and maintain all covered workstations, laptops, tablets, and servers (if applicable). Services include the following:*

***Proactive Maintenance, Monitoring and Remediation Tools***

VersaTrust Agent for workstations facilitates quick and efficient remote resolution of issues with minimized or potentially no end-user involvement and disruption.

***IT Standardization, Asset, and Inventory Management with Full System Documentation***

We will standardize all systems with 'business-grade' configurations, ensuring the best management, performance, and availability. We maintain full system documentation and perform monthly system-wide scans to assess installed systems, system changes and additions.

***Backup, Disaster Recovery and System Business Continuity Planning***

We consult with you to determine the best data and application backup, disaster recovery and business continuity plan based on how you operate your business and requirements for Recovery Time Objective (RTO) goals. RTO is the businesses deadline to return to fully operational status. We will work with you to determine the appropriate solution and process that takes cloud data into account.

***Managed IT and Security-Risk and Threat Reduction (Layered Defense Configuration)***

We provide a completely integrated, layered security solution:

- *Firewall and gateway security management \*Prefer a Sonicwall firewall in place, minimum Tier1 manufacturer*
- *Proactive, fully managed workstation and network connectivity health monitoring*
- *Management of DNS, content and malicious web link filtering to reduce the risk of downloaded threats*
- *VersaTrust management agent that allows for rapid remote support, alerts for unhealthy devices and complete inventory control with automatic Windows and third-party security patching*
- *User and access management to ensure that users have appropriate permissions and data shares are only accessible on a need to know basis*
- *Advanced Endpoint Protection (antivirus/antimalware) that includes 24x7 SOC (manned Security Operations Center) remediation and alerting of detected threats: ransomware, suspicious program behavior, executables, documents, browser and other difficult to detect attacks that could result in a data breach or other devastating attack*

### *Technical Support*

The following technical support is provided at no additional fee for CompleteCare DiD clients.

- **Issue Tracking and Escalation**  
All employees have the unlimited ability to call or email us with their issues or questions.
- **Remote and Onsite Support**  
Typically, the fastest way to get support is to have one of our qualified technicians remotely control the machine of the individual encountering an issue. This allows us to instantly see that person's screen, so they can show us the issue as it is happening. With remote support, there is no waiting for a tech to travel on-site so issues can be resolved quickly. When an issue cannot be efficiently resolved remotely, we will dispatch a technician to your location to resolve the issue.
- **Software Support**  
We do our best to provide support for all the applications that you use. If the issue requires support from the program manufacturer, we will call them for you and work with them until the problem is resolved.
- **Hardware Support**  
If hardware is covered by a manufacturer's warranty, we will work with the vendor or manufacturer to resolve the problem. If it is not, we will determine the cause of the problem and provide you with options for the repair.
- **Response to Monitoring Alerts**  
We will remediate issues reported by our monitoring software that are not able to be automatically corrected. This may include freeing up disk space, working with vendors to establish power or Internet service and when needed, providing onsite support.

### *CompleteCare Additional Benefits:*

CompleteCare provides unlimited onsite and remote technical support at a **flat fixed fee**. VersaTrust *shares in your support risk and has an explicit financial incentive to maximize your uptime* and resolve problems as quickly and efficiently as possible. This includes full IT management delivered through a combination of remote support and on-site as needed. Benefits and additional services provided with the CompleteCare plan include:

#### *Lower Internal Support Costs*

With CompleteCare DiD, there is no need to consider whether to attempt to resolve an issue on your own – just call or email us and we will handle it. Our entire staff works on your behalf, not just a one or a few. CompleteCare helps ensure your employees maximize productivity for doing the important work pertaining to your business rather than having to spend time providing your own technical support.

#### *Predictable IT Budget and Support Experience*

A fixed fee combined with all the processes and tools listed above allow us to provide a more predictable budget. This peace of mind knowing that your budget will not be impacted by too many service calls should translate into more productive employees who let us know about any issue that is impacting their productivity right away so we can immediately fix it.

### VersaTrust Plan Rate Chart-CompleteCare Defense in Depth

Support Item – CompleteCare DiD	Unit Price	Quantity	Price
CompleteCare DiD User - Monthly Fee – Three Year Commitment All IT infrastructure management and support are included in the single per user monthly fee. As additional users are added to the count, the monthly fee will increase.	\$165	16	\$2,640
CompleteCare DiD User - Monthly Fee – Part Time Users	\$85	2	\$170
Initial Setup for monitoring, security, and management agents. Waived with three-year commitment	WAIVED	18	\$0
Project Hourly Rate – As quoted for major workstation and server upgrades, location moves, etc.	\$150		
Our backup solution is not included, but will be evaluated right away as we assess the server and data infrastructure			<b>TBD</b>
<b>MONTHLY FEE TOTAL</b>			<b>\$2,810</b>
<b>One Time Setup Fees</b>			<b>\$0</b>

# Managed IT Services

## Standard Service Level Agreement

City of Rhome and EON Consulting, LLC

This Service Level Agreement ("Agreement") is made on this the \_\_\_\_ day of August 2022 between EON Consulting, LLC. ("EON") and City of Rhome. ("Client"). Client's acceptance of this agreement shall be evidenced by execution of Agreement by authorized agent of Client.

1. **Services.** EON shall, during the Term (as defined below) provide to Client the following IT services:
  - a. All services outlined in EON's "Standard SLA" package. EON's "Standard SLA" package includes a remote management and monitoring agent for each workstation and server, an anti-virus end point protection agent for each workstation and server, a DNS filtering agent for each workstation, onsite backup licensing for each server (if applicable), offsite cloud-backup storage for each server (if applicable), standard Microsoft Office 365 licensing for each user, an anti-spam solution for each user, software licensing for each firewall, and domain hosting for Client's primary domain. All services outlined in EON's "Standard SLA" package will be licensed and managed by EON.
  - b. Up to ½ hour per user and 3 hours per server per month to be utilized first for monthly scheduled maintenance. Any remaining time may be utilized for ongoing technical support, IT consulting, and/or strategic IT planning as needed and/or upon request (all appointments to be scheduled in advance during EON's normal business hours; response times may vary based on urgency, location, and availability). Total support allocated to monthly scheduled maintenance will include patch management and will vary from month to month depending upon the number of updates required.
  - c. Review and response to alerts generated by 24/7 monitoring systems as well as daily performance reports for all servers and workstations.
  - d. Regularly scheduled firewall maintenance (if applicable).
2. **Costs.** Client has selected to participate in EON's Standard Service Level Agreement. Costs during the Initial Term (as defined below) of EON's Standard SLA shall be as follows:
  - a. Cost Schedule – Managed equipment under the Standard SLA will be charged to Client based on a set rate of \$170.00 per user, \$200.00 per server (if applicable), \$95.00 per low-throughput firewall, and \$125.00 per mid-throughput firewall per month, which will become due and payable on the first day of each month; any work in addition to the services defined above shall be billed at the hourly rates defined below. All servers, workstations (desktops or laptops), and firewalls owned, used, or utilized by Client and **all users (employees, volunteers, and/or contractors) who utilized equipment and/or systems owned, used, or utilized by Client shall be included in this agreement.**
  - b. Items not covered by the Standard SLA – Some costs associated with ongoing maintenance of the network are not covered by the SLA. These items include, but are not limited to:
    - i. Cost of consumables (paper, toner, ink, tape cartridges, etc.)
    - ii. The cost of any parts, equipment, travel, or shipping charges of any kind.
    - iii. The cost of any hardware, perpetual software, software renewals, or upgrade fees of any kind.
    - iv. The cost of any third-party vendor or manufacturer support or incident fees of any kind.
    - v. The cost to bring Client's environment up to minimum standards required for Services.
    - vi. The cost of any third-party auditing, support, software, hardware, etc. necessary to bring Client's environment up to meet minimum industry regulations (SOX, NCUA, HIPAA, etc.).
    - vii. Customization of third-party applications or programming of any kind.
    - viii. Support for operating systems, applications, or hardware no longer supported by the manufacturer.
    - ix. Data/voice wiring or cabling services of any kind.
    - x. Web design services.
    - xi. Audio-visual (AV) services.
    - xii. Services rendered to end-users or devices not covered under this agreement.
    - xiii. Failure due to acts of God, intentional damage due to malicious intent by anyone other than EON, building modifications, power failures, or other adverse environmental conditions or factors.
    - xiv. Service and/or repairs made necessary by the alteration or modification of equipment other than that authorized by EON, including alterations, software installations, malicious intent, or modifications of equipment made by Client's employees or anyone other than EON.

### 3. Service Requests.

- a. New service requests must be opened by employees specifically designated by the client via email to support@eonconsulting.net (or by phone at 940.220.7138 Opt. 1, only if email is unavailable).
- b. Client may request onsite support only after all reasonable remote support options have been exhausted. If Client requests onsite service and no problem is found or reproduced, Client shall be billed at the current hourly rates as indicated in compensation below. Onsite support may be provided first (bypassing all remote support options) at EON's discretion.
- c. Client agrees to submit a formal add/move/change request (using designated forms provided by EON) to request the addition of, move of, or change to equipment managed by EON at least eight business hours in advance of any such need. Client also agrees to submit an individual form for each individual request, to rely solely on EON for any such needs, and agrees that any additions, moves, or changes to managed equipment shall not be made by Client's employees or anyone other than EON in order to minimize technical issues and potential damage to equipment.

### 4. Minimum Standards Required for Services.

In order for Client's environment to qualify for Service Provider's above Services, the following requirements must be met and maintained:

- a. All software and operating systems must be genuine, licensed, and vendor supported.
- b. The environment must have a currently licensed, up-to-date, EON-supported, and centrally managed anti-virus solution protecting all servers and workstations.
- c. The environment must have a currently licensed, up-to-date, EON-supported, and centrally managed business-class firewall protecting all servers and/or workstations at all physical client locations.
- d. The environment must have a currently licensed, EON-supported, and centrally managed backup solution for all key systems that can be monitored and send notifications on job failures and successes.
- e. All systems with Microsoft operating systems must be running actively supported operating systems (as defined by Microsoft).
- f. All systems with macOS operating systems must be running actively supported operating systems (as defined by Apple).
- g. All servers, workstations, and firewalls must be covered under an active hardware warranty, any server, workstation, or firewall in production and not covered under an active hardware warranty shall be billed a surcharge as defined in 'Additional Compensation' below.
- h. All servers, workstations, firewalls, tablets, and mobile devices must be replaced based on a recommended end-of-life date of 5 years, any system or device past its recommended end-of-life date shall be billed a surcharge as defined in 'Additional Compensation' below.
- i. All hardware including desktops, laptops, tablets, mobile devices, peripherals, firewalls, servers, backup devices, etc. must be business or enterprise-grade and must be purchased through or approved by EON.
- j. Client agrees to implement EON's standard 'technology stack' which includes the vendors/products/solutions its technical engineers are trained on and/or certified to support. While exceptions to this may exist, Client agrees that any deviations from EON's standards must be approved by EON, and any non-standard products shall be support at EON's description.
- k. No entity other than EON shall be granted/given administrative privileges to the domain, server(s), and/or firewall(s).
- l. All end-users shall be given limited (non-administrative) privileges to their workstation(s).

### 5. Additional Compensation.

- a. Rates. All other work performed by EON outside the scope of Services will be billed according to the following terms:
  - i. All labor in excess of the services defined above is billed in 15-minute increments.
  - ii. Client is billed at \$150.00 per hour for work in excess of the hourly and scheduled services defined above performed during EON's business hours.
  - iii. Client is billed at \$225.00 per hour for work in excess of the hourly and scheduled services defined above performed outside of EON's business hours.
  - iv. Client is billed a surcharge of \$100.00 per server, \$37.50 per workstation, \$15.00 per firewall, \$5.00 per tablet and/or \$5.00 per mobile device per month for any system more than five years old and/or not covered under an active hardware warranty.
  - v. It is understood that any labor to support or troubleshoot systems of third-party vendors will be billed separately on an hourly basis at the rates defined above.
  - vi. It is understood that any labor for set up, troubleshooting, or configuration of equipment, cables, software, and/or services not purchased through EON will be billed as a separate individual service at the hourly rates defined above.
  - vii. It is understood that any and all Services requested by Client that fall outside of the services defined above which exceed 8 hours will be considered Projects and will be quoted and billed separately.
  - viii. All labor to support or troubleshoot systems at the request of Client but not owned by Client shall be billed at EON's standard hourly rates (this shall include all devices owned by third-party organizations and shall be provided at the discretion of EON).

- a. Invoicing. Invoices will be submitted by EON for payment by Client. Payment is due upon receipt and is past due ten (10) business days from receipt of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify EON within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of EON's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein. Mature unpaid balances owed under this Agreement shall be subjected to annual interest of Eighteen Percent (18%). Client agrees to pay all costs of collection, including attorneys' fees. Past due accounts are subject to services suspension and/or termination. Client will be notified no less than 48 hours prior to services suspension or termination.
- b. Reimbursable Costs. Client shall reimburse EON all costs incurred in connection with the Services rendered. Reimbursable costs include, but are not limited to, travel costs, subcontractors, materials, computer costs, telephone, copies, delivery, etc. that are attributable to a project or service (the "Reimbursable Costs"). Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, tools, and all costs associated with travel. All extraordinary travel expenses (travel outside of the North Texas area) must receive Client's approval. EON shall provide to Client substantiation of Reimbursable Costs incurred.
6. **Term of Service**. Any work performed after the signing of this agreement but prior to the first day of the month following the execution of this agreement shall be prorated accordingly. The Initial Term of this Agreement shall commence on the first day of the month following the execution of the Agreement, shall continue in full force until December 31, 2024 and be reviewed monthly by EON to address any necessary adjustments or modifications in quantity. During the first year, costs shall increase (or decrease) by \$170.00 per user, \$200.00 per server (if applicable), \$95.00 per low-throughput firewall, and/or \$125.00 per mid-throughput firewall per month. During years two and three, costs shall increase (or decrease) at EON's then current pricing rates, unless otherwise agreed. Upon expiration of the Initial Term (years one through three), the agreement will automatically renew for successive renewal terms of one year at EON's then current pricing rates, unless otherwise agreed. Either party may terminate the agreement effective upon the expiration of the then Current Term by notifying the other party in writing at least sixty (60) but not more than ninety (90) days prior to such expiration (December 31<sup>st</sup>). In the event this Agreement is terminated by Client prior to the expiration of either the Initial Term or the then Current Term, Client shall remain responsible for the Total Price (to be calculated based on the average quantities of services rendered during the term, the rates of the term, and the number of months remaining in the term) and any unpaid portion of the Total Price shall immediately become due and payable as of such date. EON may choose to terminate this agreement (at no cost to client) immediately if Client's environment fails to meet the minimum standards required for services (outlined above) and/or if Client does not make any payment of any amount due within 30 days of its due date. Upon any expiration of this agreement, all of the respective rights and obligations of the parties under this agreement shall terminate, except that Client shall pay EON for all services and support provided through the date of the term expiration and shall pay EON any other amounts owed pursuant to this section in connection with such expiration.
7. **Third-Party Products and Services**. Warranties for third-party products, if any, are provided by the manufacturers thereof and not by EON. Resold services, if any, are provided by the service providers thereof and not by EON. EON's sole obligation of third-party products and services is to act on behalf of Client (upon request and on an hourly billable basis) to assist in the satisfaction of any such third-party warranty and/or services. EON does not warranty any labor, hardware, or software. EON relies on the warranties supplied by the hardware and/or software manufacturer.
8. **IT Security**. Client understands and agrees that data loss and/or network failures may occur, whether or not foreseeable, if the Client fails to maintain proper security for its computer and information system including software and hardware updates. Client therefore warrants that it will follow software and hardware best practices and will maintain specific security standards, policies, and procedures.
9. **Cyber Terrorism**. In no event, including the negligent act or omission on its part, shall EON, whether under this Agreement, a Purchase Order, other service request or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses including (without limitation) if and to the extent that they might otherwise not constitute indirect or consequential losses or expenses, loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable if such loss was the result or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion or assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things. Cyber Terrorism shall mean an act or series of acts of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat there from.



10. **Unsolicited Emails and Phishing.** In no event, including the negligent act or omission on its part, shall EON, whether under this Agreement, a Purchase Order, other service request or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses including (without limitation) if and to the extent that they might otherwise not constitute indirect or consequential losses or expenses, loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable if the Client's data is breached because of the distribution of unsolicited email, direct mail, facsimiles, telemarketing or because of the collection of information by means of electronic "spiders", "spybots", "spyware", "malware", "phishing", wiretapping, bugging, video cameras or identification tags.
11. **Warranty and Liability.** EON warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY THE COMPANY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE. IN ANY EVENT, EON SHALL NOT BE LIABLE TO CLIENT OR ANYONE ELSE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM WHATEVER CAUSE. EON shall not be liable to Client, or anyone who may claim any right to his or her relationship to Client, for any acts or omissions on the part of EON or the agents or employees of EON in the performance of EON's services under this agreement, except when such acts or omissions are due to willful misconduct or culpable negligence. The Client shall hold EON free and harmless from any obligations, costs, claims, judgments, attorney's fees, or attachments arising from or growing out of the services rendered to Client pursuant to the terms of this agreement or in any way connected with the rendering of such services, except when the same shall arise due to the willful misconduct or culpable negligence of EON and EON is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction. EON disclaims any liability and the warranty shall not apply where work or labor is provided by any third parties or any person not the employee of EON. EON disclaims any liability and the warranty shall not apply to equipment in existence prior to this agreement or not purchased from EON.
12. **Confidentiality.** EON agrees to maintain the confidentiality of confidential materials and information (hereinafter referred to as "Confidential Information") of Client that EON learns or has access to due to its acceptance of EON's exclusive consultations and services, and shall take various security measures designed to maintain such confidentiality; without the prior written consent of Client, EON shall not disclose, give or transfer such Confidential Information to any third party. Upon the termination of this Agreement, EON shall return any document, material or software that contains such Confidential Information to Client at Client's request, or shall destroy same on its own and shall delete any Confidential Information from the relevant memory devices and shall not continue to use such Confidential Information. However, EON shall not be so restricted where (i) information is now or becomes public through no fault of EON, or (ii) EON already had Information from a third party on a non-confidential basis and not derived from the Client. Client agrees to maintain the confidentiality of confidential materials and information (hereinafter referred to as "Confidential Information") of EON that client learns or has access to due to its acceptance of EON's exclusive consultations and services, and shall take various security measures designed to maintain such confidentiality; without the prior written consent of EON, client shall not disclose, give or transfer such Confidential Information to any third party. Upon the termination of this Agreement, Client shall return any document, material or software that contains such Confidential Information to EON at EON's request, or shall destroy same on his own and shall delete any Confidential Information from the relevant memory devices and shall not continue to use such Confidential Information. However, Client shall not be so restricted where (i) information is now or becomes public through no fault of Client, or (ii) Client already had Information from a third party on a non-confidential basis and not derived from the Client. EON and Client agree that this section shall survive changes to, rescission or termination of this Agreement.
13. **Haas Equipment Replacement, Insurance, and Repossession:** Subject to other provisions of this Agreement, EON shall have the right to replace any hardware as a service (Haas) IT equipment included as part of this agreement at any time provided that any replacement equipment is of at least equal quality and capability. In case of non-renewal or termination of this agreement, all hardware as a service IT equipment will be immediately returned to EON. Upon execution and during the term of this agreement, Client agrees to maintain, with financially sound and reputable insurers, insurance of all hardware as a service IT equipment received from EON to protect EON and any director, officer, employee or agent of EON or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not EON would have the power to indemnify such person against such expense, liability or loss. Client acknowledges that EON and its representatives have been given the right to enter into the premises and repossess all hardware as a service IT equipment included as part of this agreement in case of Client's default of its obligations hereunder or after the termination of this agreement. Client hereby waives the right, if any, to require EON to give Client notice and a judicial hearing prior to exercising such right of repossession. Client bears the entire risk of loss, theft, damage, or destruction of hardware as a service IT equipment included as part of this agreement in whole or in part from any reason whatsoever. EON will charge Client in case of such loss, theft, damage, or destruction of hardware as a service IT equipment included as part of this agreement.

14. **Miscellaneous.** EON is an independent contractor of Client. This agreement is binding on and inures to the benefit of the parties and their respective heirs, representatives, successors, and assigns. This agreement contains the entire agreement between the parties. It supersedes any and all prior agreements, arrangements or understandings between the parties concerning the subject matter. No oral understandings, statements, promises or inducements contrary to or inconsistent with the terms of this agreement exist. This agreement is subject to modification, waiver or addition only by means of a writing signed by all parties. This agreement shall be governed by, construed and enforced in accordance with and subject to the laws of the State of Texas and the jurisdiction shall be considered to be Denton County. The parties agree to attempt resolution of any disagreement by and through mediation before resorting to litigation. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to other relief to which he, she or it may be entitled. Each party has had an ample opportunity and has been encouraged to review this document with their attorney of choice. This document shall not be construed or interpreted negatively against the party responsible for its drafting. If any term or provision of this agreement shall be invalid or unenforceable under applicable law, then such term or provision shall be fully severable from the remainder unless performance and enforcement of the remainder of this agreement in the absence of the severed term or provision would prevent any party from realizing the practical benefits hereof. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and the agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it. During and for two (2) years after either the expiration or termination of this Agreement, Client will not solicit the employment of, or employ EON's past or present employees, contractors, or any agent representing EON either directly or indirectly via a third party, without EON's prior written consent. EON shall not be responsible for delays or failures (including any delay by EON to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

\_\_\_\_\_  
(Client)

EON Consulting, LLC \_\_\_\_\_  
(EON)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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

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

By: \_\_\_\_\_

By: Quinton Thomas

Its: \_\_\_\_\_

Its: President and CEO



Technology  
Management  
Simplified





Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

[www.cityofrhome.com](http://www.cityofrhome.com) [cityadministrator@cityofrhome.com](mailto:cityadministrator@cityofrhome.com)

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# AGENDA ITEM G



## Agenda Commentary

**Meeting Date:** August 11, 2022

**Department:** Administration

**Contact:** Eric Debus

**Agenda Item:** G. Discussion and any necessary action regarding FY 2022 – 2023 Budget

**Type of Item:** ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing  
☐ Plat ☒ Discussion & Direction ☐ Other

**Summary-Background:**

The Budget for FY 2022 – 2023 has been presented to Council. There were some slight changes to the tax calculations due to receiving final numbers from Wise County and including other additions approved by Council.

Another addition for Council consideration is the cost associated with IT Services. Staff needs Council direction on any changes tonight as staff will need to incorporate in advance for a record vote Council will need to take on August 25, 2022.

**Funding Expected:** ☐ Revenue ☐ Expenditure ☐ N/A  
**Budgeted Item:** ☐ Yes ☐ No ☐ N/A  
**GL Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_  
**Legal Review Required:** ☐ Yes ☐ No **Date Completed:** \_\_\_\_\_  
**Engineering Review:** ☐ **FD Review:** ☐ **PD Review:** ☐ **PW Review:** ☐

**Supporting Documents Attached:** Yes

**Recommendation:** Provide any direction on adding IT services and any other changes.



# City of Rhome

City Council Meeting  
Draft Proposed Budget - Certified  
August 11, 2022

# Draft Proposed Budget - Certified Values

## Senate Bill 2 - Texas Property Tax Reform & Transparency Act

*Went into effect in FY 2020-2021*

### Old Terminology

#### Effective rate

*Benchmark tax rate needed to raise the same amount of revenue for operations and maintenance on new growth*

#### Rollback rate

*Limited tax-rate increase to 8% above effective rate before citizens could petition for a roll-back*



### New Terminology

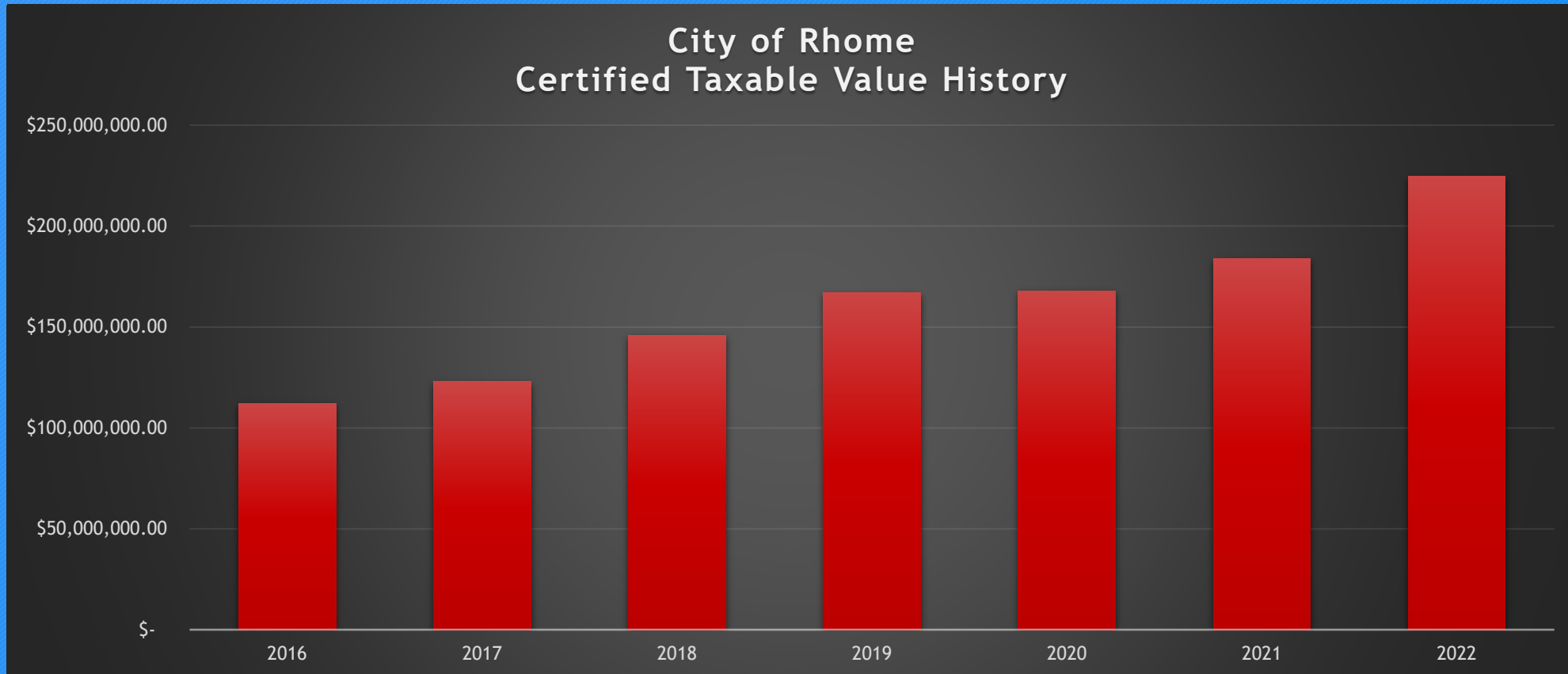
#### No New Revenue Rate

#### Voter Approval Rate *New limit is 3.5%*

# Draft Proposed Budget - Certified Values

Certified Values	FY 2020-2021	FY 2021-2022	FY 2022 - 2023
Certified Taxable Value	\$167,913,921	\$183,857,461	\$224,544,595
New Improvements	\$2,964,455	\$4,668,600	\$814,041
No New Revenue Rate	\$0.498422/100	\$0.4462273/100	\$0.366258/100
Voter Approval Rate	\$494146/10	\$0.450858/100	\$0.437816/100
Proposed Tax Rate	\$0.477694/100	\$0.450857/100	\$0.437815/100
VAR M&O Rate	\$0.267316/100	\$0.257667/100	\$0.225182/100
Debt Rate	\$0.226830/100	\$ 0.193190/100	\$0.212633/100

# Draft Proposed Budget - Certified Values



# Draft Proposed Budget - Certified Values



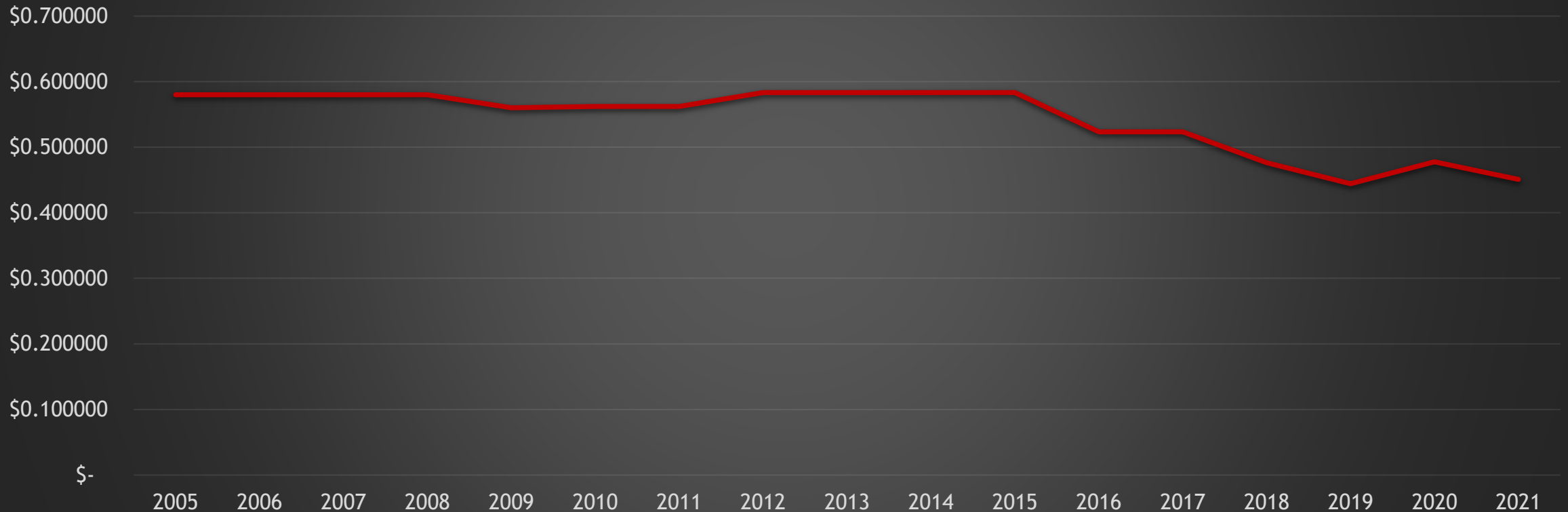
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**\$32.00**  
**AVERAGE TAX**  
**DECREASE**



# Draft Proposed Budget: Certified Values

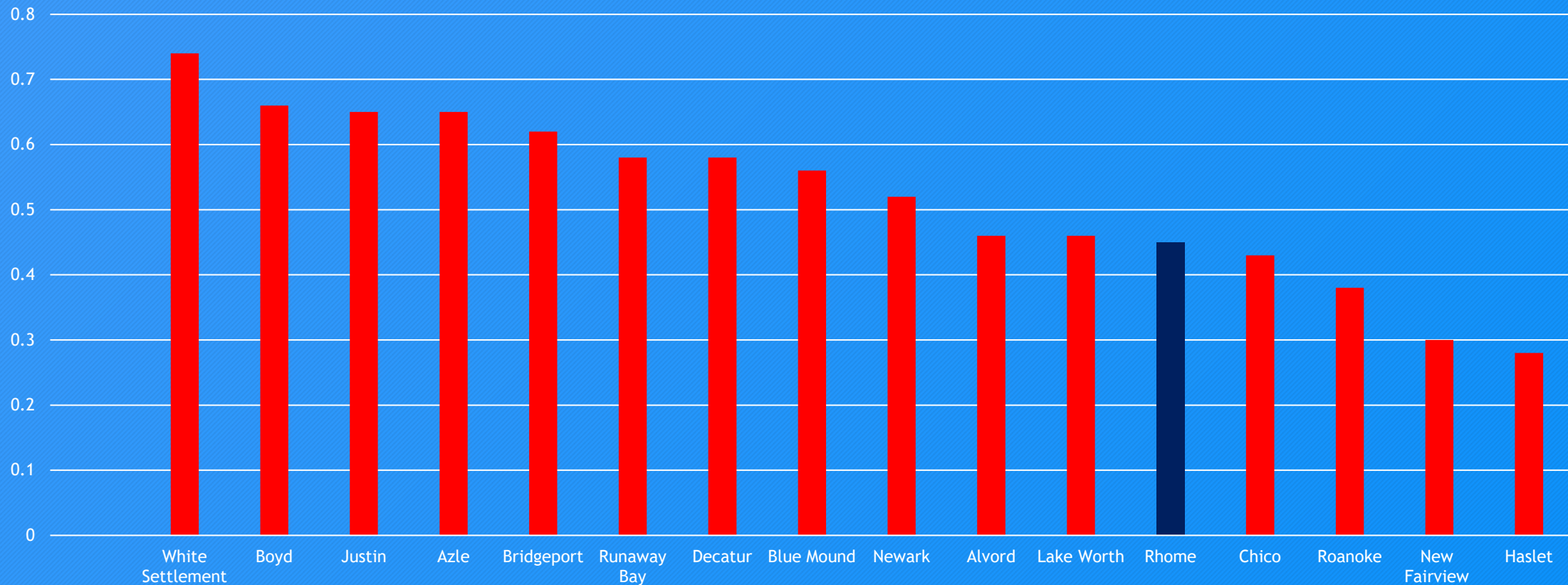
City of Rhome  
Tax Rate Comparison through FY 2021/2022





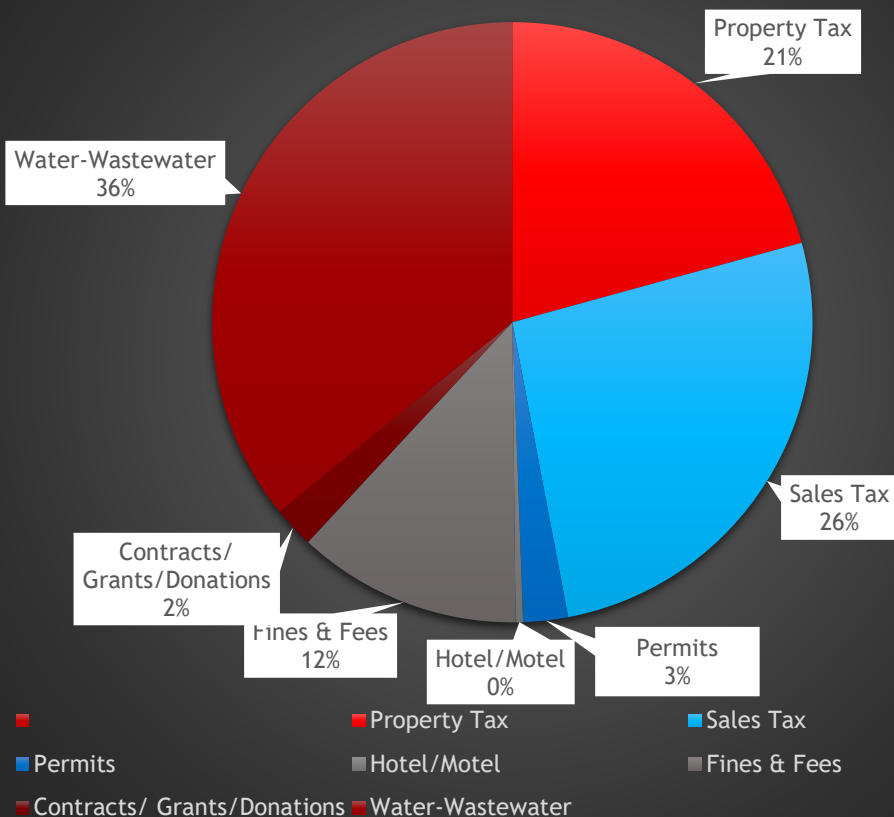
# Draft Proposed Budget - Certified Values

## Tax Rate Comparison FY 2021-2022



# Draft Proposed Budget - Certified Values

Revenue Source - FY 2022-2023



## General Fund Revenue

FY 2021-2022	FY 2022- 2023
\$2,728,469	\$3,193,837.25

- ✓ Increase property values
- ✓ Increase sales tax revenue - increased cost of goods

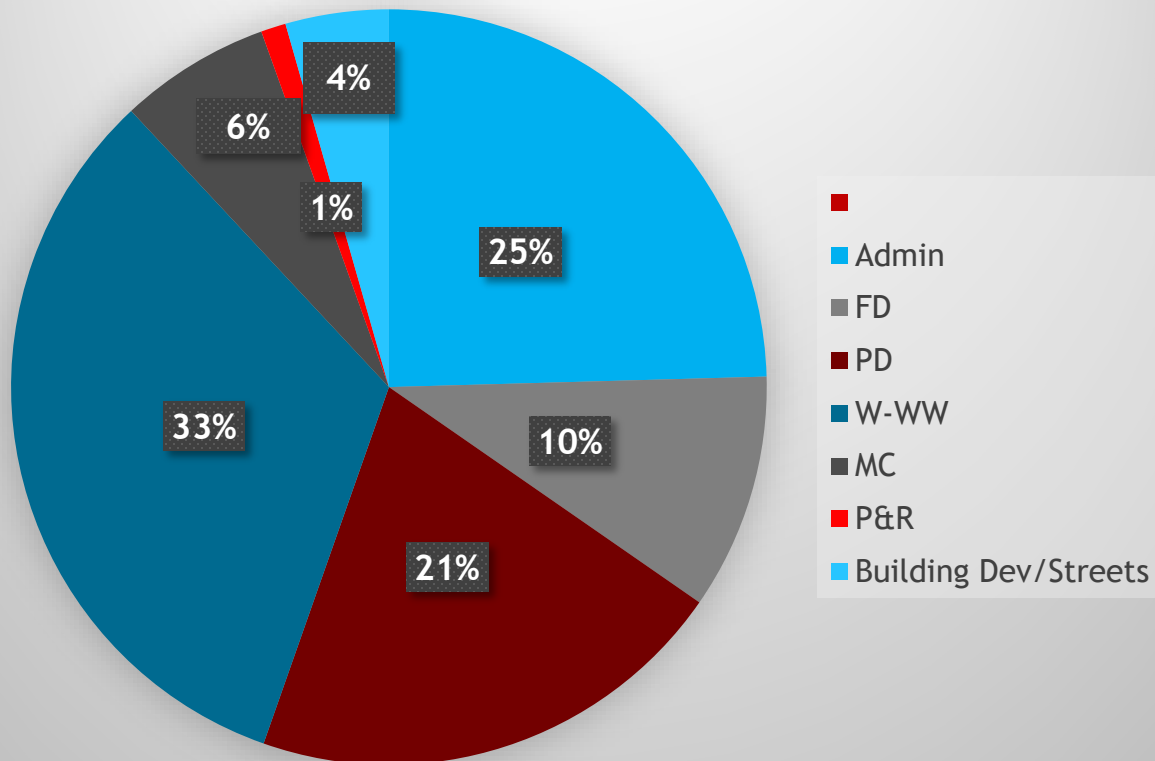
## Water/Wastewater Fund Revenue

FY 2021-2022	FY 2022-2023
\$1,588,467	\$ 1,610,603

- ✓ RVR coming online

# Draft Proposed Budget - Certified Values

Expense by Department as % of Budget



## Council Priorities

- ✓ Health & safety - Facilities (*\*excess sales tax FY 22*)
- ✓ Retain & attract experienced professional staff
- ✓ PD - Vehicle
- ✓ W/WW - Equipment/Vehicles

Employee Salaries	\$ 193,143
Police - Vehicles (GovCap)	\$ 50,000
W/WW - Equip/Vehicles (GovCap)	\$ 248,000
Fire - Lockers, gear, radios	\$ 49,000

## CITY OF RHOME: FY 2022 – 2023 DEPARTMENTAL PRIORITIES SUMMARY

DEPARTMENT	PRIORITIES	COST
All Departments	Employee Salaries – 4% increase (2% COLA/2% Merit)	\$125,643
City Administration	FTE: Building Inspector/Code	\$85,000
Police Department	Three Vehicles	<b>APPROVED</b> - \$50,000 annual lease/purchase
Police Department	Building Improvements	\$30,000
Police Department	FTE	<b>PROVIDED BY RVR PD/FD AGREEMENT</b> - \$85K
Fire Department	FTE	<b>PROVIDED BY RVR PD/FD AGREEMENT</b> – \$80K
Fire Department	Personal lockers for FF	\$10K
Fire Department	Bunker Gear	\$24K
Fire Department	Radios	\$15K
Municipal Court	Digitizing Court Cases	\$1,500 (Annual subscription)
Parks & Recreation	Replacement of small play ground unit and swing set Relocation two units closer to the large play unit	\$18K
<b>TOTAL REQUESTS</b>		<b>\$359,143</b>

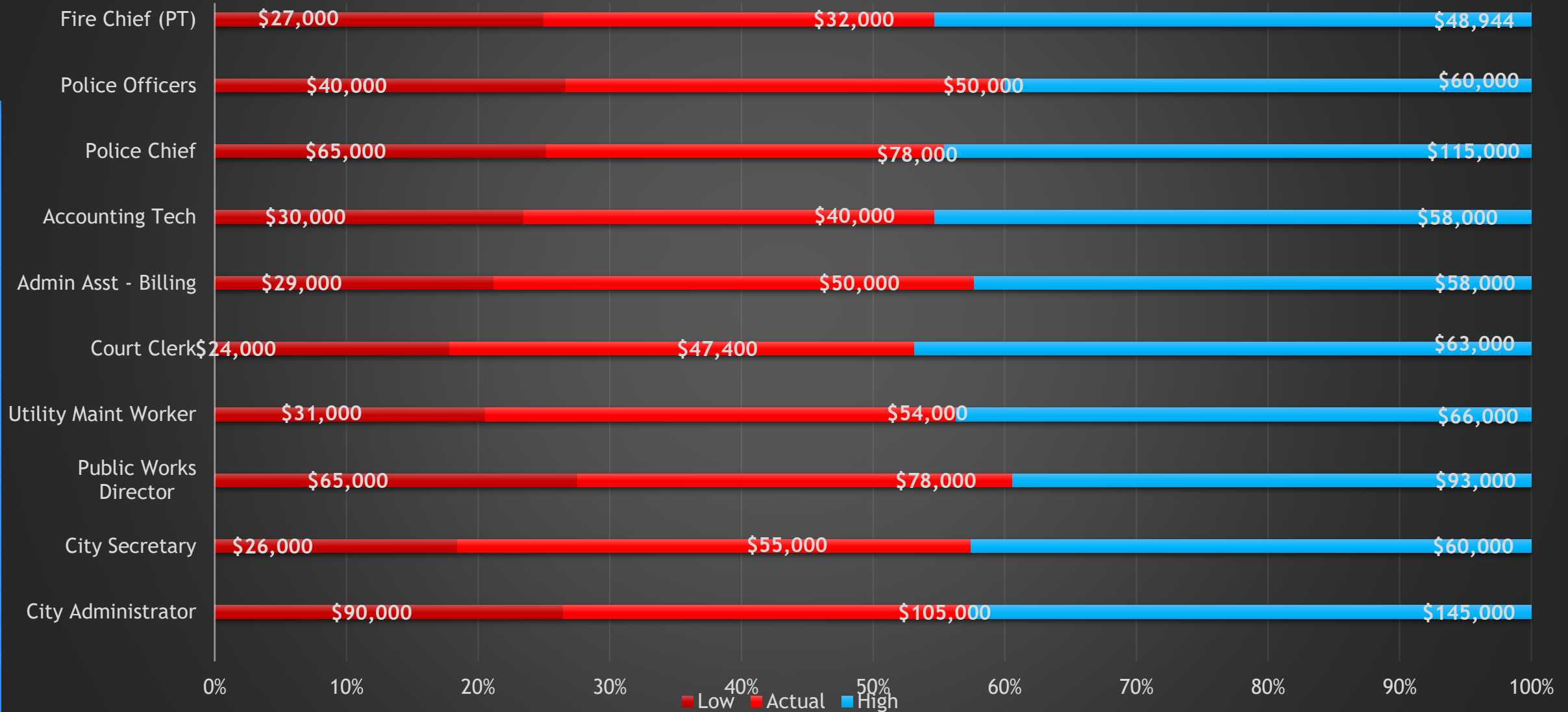
## INCLUDED PRIORITIES: SALARY ALL DEPARTMENTS

- ✓ Salary: 4% - COLA and Merit \$ 125,643
- ✓ Equity Adjustments: *(Based on TML Salary survey of similar City/Location)* \$ 67,500



# TML SALARY Survey

100% of Rhome employees are paid at or below 60% of market average



# INCLUDED PRIORITIES: RHOME POLICE DEPARTMENT



## APPROVED

Three patrol vehicles:  
\$50,000  
(Lease program)

Building  
improvements:  
\$10K

RVR FUNDED:  
Additional  
personnel -  
FTE OFFICER

## INCLUDED PRIORITIES: FIRE/EMS

Inside Personal Lockers:  
\$10,000

Firefighter Bunker Gear:  
\$24,000

Radio Upgrades:  
\$15,000

Full Time Firefighter \$50,000 + Benefits  
(17,000) + Overtime allotment (5,000)  
Total \$72,000

INCLUDED IN RVR PD/FD AGREEMENT



## INCLUDED PRIORITIES: PT to FT Fire Chief

- ✓ 5-Yr Plan: Included transitioning to a FT Fire Chief in FY 24 - 25
- ✓ Management:  
The RVR FT FF onboarding in October should have FT Fire Chief
- ✓ Work Load: While the former Chief was PT; he actually worked FT.  
RFR has felt the lack of coverage
- ✓ Net-zero Budget Impact: Funds re-allocated within line items (\$70K + Benefits)

## INCLUDED PRIORITIES: RFR Vehicle Replacement

- ✓ Aging Vehicles: Maintenance Costs this year alone are over \$40K
- ✓ Behind in the Vehicle Replacement Plan
- ✓ Funding Available: RVR (\$100K) and Vehicle Replacement Funds
- ✓ Order Now: Due to continuing supply chain issues (Option 1 or 2)



# 2021

## Apparatus Replacement Plan

	Year	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
B217	99																					
B217 replace	21																					
B17	00																					
B17 replace	22																					
S17	13																					
E217	04																					
Rescue Pumper	23																					
E317	08																					
Pumper Tanker	24																					
R17	13																					
R17 replace	29																					
Q17	25																					

Apparatus front line service life is 15 years followed by a reserve life of 5 years for a total service life of 20 years. Chart denotes front line service life on first line for each apparatus with full color block for 15 years after initial in-service year followed by lightly shaded color block for 5 years of reserve status. Replacement year is denoted on second line for each apparatus. Replacement year represents unit in service and does not include the lead time of 6-18 months required to build out apparatus from start to finish.

# INCLUDED PRIORITIES: MUNICIPAL COURT

## Building & Security

- |  |         |
|--|---------|
| 1. Portable & hand-held metal detectors: | \$5,185 |
| 2. Shatter-proof window film:            | \$408   |
| 3. Infrared Thermometer:                 | \$17    |



# CITY OF RHOME: FY 2022 – 2023 INCLUDED DEPARTMENTAL PRIORITIES SUMMARY

DEPARTMENT	PRIORITIES	COST
All Departments	Employee Salaries – 4% increase (2% COLA/2% Merit)	\$125,643
All Departments	Equity Adjustments	\$67,500
Administration	Agenda Management System	\$4,000
Police Department	Three Vehicles	<b>APPROVED</b> - \$50,000 annual lease/purchase
Police Department	FTE	<b>PROVIDED BY RVR PD/FD AGREEMENT</b> - \$85K
Fire Department	FTE	<b>PROVIDED BY RVR PD/FD AGREEMENT</b> – \$80K
Fire Department	Capital Purchase: Vehicle Replacement (order only)	<b>Funding provided by RVR (\$100K), Vehicle Replacement Funds (\$100K)</b>
Fire Department	Personal lockers for FF	\$10K
Fire Department	Bunker Gear	\$24K
Fire Department	Radios	\$15K
Municipal Court	Building & Security tools	\$5,610 <b>(Funding off-set by Restricted Revenue through Building &amp; Security Funds-doesn't impact budget)</b>
Parks & Recreation	Replacement of small play ground unit and swing set Relocation two units closer to the large play unit	\$18K
<b>TOTAL REQUESTS</b>		<b>\$319,753</b>



**City of Rhome**  
**Description of Outstanding Bond Debt**  
*as of January 25, 2022*

SERIES	TITLE OF ISSUE	DATED	ORIGINAL PRINCIPAL	FINAL MATURITY	PRINCIPAL (& Int.) OUTSTANDING	PURPOSE
<b>2019</b>	General Obligation (voter approved) Improvement Bonds	2.1.2019	\$2,620,000	<b>8.15.2044</b>	\$2,550,000 (\$1,344,113)	EWWTTP Improvements
<b>2017</b>	Tax Notes	9.1.2017	\$669,000	<b>9.15.2024</b>	\$257,000 (\$7562)	Various (AMR, Municipal Complex design, Outdoor warning sirens, Old School Bldg., relocation of City Hall)
<b>2016</b>	General Obligation (voter approved) Refunding Bonds	12.1.2016	\$1,617,000	<b>9.15.2025</b>	\$761,000 (\$48,677)	Refunded 2007: The 2007 CO was a refunding of 1991 GO Bond (\$562K) for Water improvements and a 2000 CO Bond (\$2.28M) for W-WW improvements
<b>TOTAL</b>			<b>\$4,906,000</b>		<b>\$3,568,000 (\$4,968,352)</b>	



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

[www.cityofrhode.com](http://www.cityofrhode.com) [cityadministrator@cityofrhode.com](mailto:cityadministrator@cityofrhode.com)

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# AGENDA ITEM H





## Agenda Commentary

Meeting Date: August 11, 2022

Department: Administration

Contact: Eric Debus

Agenda Item: H. Discussion and any necessary action regarding East Waste Water Treatment Plant Construction close out documents

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing  
☐ Plat ☒ Discussion & Direction ☐ Other

### Summary-Background:

The 2019 Bond Construction project was for improvements to the East Waste Water Treatment Plant (Equalization Basin) for \$2.6 million. Kimley-Horn designed the project and served as the construction manager of the project. The project was bid out and awarded to Rey Mar Construction for \$1,808,900.00. The project had three changes orders:

1. \$6,384.00 (replacement of fence post on north side of plant and construction of three drainage culverts/headwalls and 60 ft of concrete reinforced pipe)
2. 24,997.00 (extending electrical service to proposed infrastructure)
3. \$69,962.97 (original cover structure replaced with pre-fab building to house screw press conveyor and 3 new pumps)

which brought the revised contract amount to \$1,910,244.89.

Please see letter from Kimley-Horn, Chris Vela, serving as the Certificate of Completion; confirming the necessary items have been provided by Rey-Mar Construction to consider this project administratively complete and stating that August 3, 2022 will be the date of acceptance and per the maintenance bond, will be the date in which the two (2) year maintenance period shall begin.

Funding Expected: ☐ Revenue ☐ Expenditure ☐ N/A

Budgeted Item: ☐ Yes ☐ No ☐ N/A

GL Account:  Amount:

Legal Review Required: ☒ Yes ☐ No Date Completed:

Engineering Review: ☒ FD Review: ☐ PD Review: ☐ PW Review: ☒

### Supporting Documents Attached:

Yes

### Recommendation:

Acceptance of the 2019 Bond Project: East WWTP Equalization Basin, per Kimley-Horn



August 3, 2022

Ms. Cynthia Northrop  
City Administrator  
City of Rhome, Texas  
501 South Main Street.  
Rhome, Texas 76078

Re: Contractor's Estimate No.12 – Final Estimate  
East Wastewater Treatment Plant EQ Basin  
KH No. 061274205

Dear Cynthia:

Attached please find the Final Pay Request for the referenced project. Kimley-Horn has reviewed the documents for completeness and recommends payment to Rey-Mar Construction in the amount of \$104,872.38.

Based on this information, the necessary items have been provided by Rey-Mar Construction to consider this project administratively complete. Therefore, August 3, 2022 will be the date of acceptance and per the maintenance bond, will be the date in which the two (2) year maintenance period shall begin. This letter serves as Certificate of Completion per the Contract Documents.

The pay estimate break down for City records is as follows:

	<b>Pay Estimate Total for City Records w/Retainage</b>	<b>Contract Total</b>	<b>Percent Complete This Estimate</b>	<b>Percent Complete Overall</b>
<b>East Wastewater Treatment Plant EQ Basin</b>	\$104,872.38	N/A	0.5%	100%

Please return one (1) signed estimate to Rey Mar construction, and one (1) to Kimley-Horn. If you have any questions, please call me at 817-339-2299.

Sincerely,

KIMLEY-HORN

Chris Vela, P.E.

CAV:ash

Attachments

K:\FTW\_Uilities\061274205 Rhome E WWTP\11\_CCA\06\_CONTRACTOR\_ESTIMATES\Pay App #12 - Final\PayEstCoverLetter\_12.docx

City of Rhome  
Construction Pay Estimate

Estimate # **12**

Work Period: **2/3/2022**

To: **5/20/2022**

Invoice Date: **5/20/2022**

Project Name:	East Wastewater Treatment Plant Equalization Basin (#061274205)		
Project Start Date:	9/23/2020	Alloted Days:	Used:
Est. Completion Date:	8/16/2021	Rain Days:	Holidays:

Contractor:			
Rey-Mar Construction	Phone:	682.559.6060	
3416 Reed St.	Fax:		
Ft. Worth, TX 76119	Contact:	Oscar Martinez	

Original Contract Amount: **\$ 1,808,900.00**

Approved Change Orders	Date	Amount
Change Order No. 1		\$ 6,384.86
Change Order No. 2		\$ 24,997.06
Change Order No. 3		\$ 69,962.97
Change Order No. 4		\$ -
Total Change Orders to date		\$ 101,344.89

Payment History					
CE #1	\$ 57,023.75	CE #5	\$ 236,218.41	CE #9	\$ 128,655.69
CE #2	\$ 53,781.45	CE #6	\$ 496,565.00	CE #10	\$ 15,847.90
CE #3	\$ 101,602.44	CE #7	\$ 127,863.35	CE #11	\$ 173,832.21
CE #4	\$ 256,435.45	CE #8	\$ 157,546.86	CE #12	
Total Payments to Date					\$ 1,805,372.51

Adjusted Contract Amount by Change Orders **\$ 1,910,244.89**

Task		
1. Total Cost of Work Performed to Date		\$ 1,910,244.89
2. Materials Stored at Close of this Period (attach detailed schedule)		\$ -
	Net Amount Earned (#1 plus #2):	\$ 1,910,244.89
	Less 5% Retainage:	\$ -
	Subtotal	\$ 1,910,244.89
	Less Amount of Previous Payments:	\$ 1,805,372.51
	Balance:	\$ 104,872.38
	% Complete of Total Contract	100%
Amount Due this Estimate		\$ 104,872.38

Submitted by:  
Rey-Mar Construction

Signature of Authorized Representative

Date: **06/17/22**

Reviewed by:  
Inspector, City of Rhome

Signature of Authorized Representative

Date:

Recommended by:  
Kimley-Horn and Associates, Inc.

Chris Vela, P.E.

Date: **08/03/2022**

Approved for Payment:  
City of Rhome

Signature of Authorized Representative

Date:

# Contractor's Pay Estimate Line Item Detail

Owner: City of Rhome

Estimate No. 12

Period Ending: 5/20/2022

Invoice Date: 5/20/2022

Contact: Rey-Mar Construction

Project: East Wastewater Treatment Plant Equalization Basin (#061274205)

Item No.	Description	Unit Price	Contract Quantity	Unit	Scheduled Value	Work Completed This Period		Work Completed To Date		
						Quantity	Amount	Quantity	Amount	%
Base Bid							\$ -			
1	Mobilization	\$ 90,000.00	1	LS	\$ 90,000.00	0.00	\$ -	1.00	\$ 90,000.00	100%
2	Temporary Erosion, Sediment, and Water Pollution Preventior	\$ 5,500.00	1	LS	\$ 5,500.00	0.00	\$ -	1.00	\$ 5,500.00	100%
3	Demolition	\$ 60,100.00	1	LS	\$ 60,100.00	0.00	\$ -	1.00	\$ 60,100.00	100%
4	Site Civil Work	\$ 309,000.00	1	LS	\$ 309,000.00	0.00	\$ -	1.00	\$ 309,000.00	100%
5	Package Equalization Basin System	\$ 502,000.00	1	LS	\$ 502,000.00	0.00	\$ -	1.00	\$ 502,000.00	100%
6	Site Electrical, Instrumentation and Control	\$ 230,500.00	1	LS	\$ 230,500.00	0.00	\$ -	1.00	\$ 230,500.00	100%
7	SCADA Integration	\$ 2,800.00	1	LS	\$ 2,800.00	0.00	\$ -	1.00	\$ 2,800.00	100%
8	Electrical Backup Power	\$ 40,500.00	1	LS	\$ 40,500.00	0.00	\$ -	1.00	\$ 40,500.00	100%
9	Headworks Equipment	\$ 117,000.00	1	LS	\$ 117,000.00	0.00	\$ -	1.00	\$ 117,000.00	100%
10	Sludge dewatering press	\$ 395,000.00	1	LS	\$ 395,000.00	0.00	\$ -	1.00	\$ 395,000.00	100%
11	Trench Safety	\$ 6,500.00	1	LS	\$ 6,500.00	0.00	\$ -	1.00	\$ 6,500.00	100%
Alternate Bid Item										
12	Access Road	\$ 50,000.00	1	LS	\$ 50,000.00	0.00	\$ -	1.00	\$ 50,000.00	100%
CO	Appd Change Orders									
13	Fence posts	\$ 560.00	1	LS	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	100%
14	Headwalls, drainage	\$ 5,824.86	1	LS	\$ 5,824.86	0.00	\$ -	1.00	\$ 5,824.86	100%
15	Electrical Rerouting	\$ 24,997.06	1	LS	\$ 24,997.06			1.00	\$ 24,997.06	100%
16	Tsurumi Pump Install	\$ 36,443.93	1	LS	\$ 36,443.93	0.00	\$ -	1.00	\$ 36,443.93	100%
17	Building	\$ 32,852.99	1	LS	\$ 32,852.99	0.30	\$ 9,852.99	1.00	\$ 32,852.99	100%
18	Legs	\$ 7,986.05	1	LS	\$ 7,986.05	0.00	\$ -	1.00	\$ 7,986.05	100%
19	Cover Structure Credit	\$ (4,320.00)	1	LS	\$ (4,320.00)	0.00	\$ -	1.00	\$ (4,320.00)	100%
20	Swing Gate Operator Credit	\$ (3,000.00)	1	LS	\$ (3,000.00)	0.00	\$ -	1.00	\$ (3,000.00)	100%
Total Base Bid with Alternate Bid Item					\$ 1,910,244.89		\$ 9,852.99		\$ 1,910,244.89	100%

## Contractor's Pay Estimate Line Item Detail

Owner: City of Rhome

Estimate No.

12

Period Ending:

5/20/2022

Invoice Date:

5/20/2022

Contact: Rey-Mar Construction

Project: East Wastewater Treatment Plant Equalization Basin (#061274205)

Item No.	Description	Unit Price	Contract Quantity	Unit	Scheduled Value	Work Completed This Period		Work Completed To Date		
						Quantity	Amount	Quantity	Amount	%
Base Bid										
1	Mobilization	\$ 90,000.00	1	LS	\$ 90,000.00	0.00	\$ -	1.00	\$ 90,000.00	100%
2	Temporary Erosion, Sediment, and Water Pollution Prever	\$ 5,500.00	1	LS	\$ 5,500.00	0.00	\$ -	1.00	\$ 5,500.00	100%
	Silt Fence	\$ 1,800.00				0.00	\$ -	1.00	\$ 1,800.00	
	Construction Entrance	\$ 1,900.00				0.00	\$ -	1.00	\$ 1,900.00	
	SWPPP	\$ 1,800.00				0.00	\$ -	1.00	\$ 1,800.00	
	Total	\$ 5,500.00				Total	\$ -		\$ 5,500.00	
3	Demolition	\$ 60,100.00	1	LS	\$ 60,100.00	0.00	\$ -	1.00	\$ 60,100.00	100%
	Headworks	\$ 8,600.00				0.00	\$ -	1.00	\$ 8,600.00	
	Solid Handling Pump	\$ 3,200.00				0.00	\$ -	1.00	\$ 3,200.00	
	Fence and Mowstrip	\$ 4,100.00				0.00	\$ -	1.00	\$ 4,100.00	
	Barbed Wire	\$ 2,600.00				0.00	\$ -	1.00	\$ 2,600.00	
	4" Sludge Pipe	\$ 1,115.00				0.00	\$ -	1.00	\$ 1,115.00	
	6" SS Pipe	\$ 1,015.00				0.00	\$ -	1.00	\$ 1,015.00	
	2" Water Pipe	\$ 915.00				0.00	\$ -	1.00	\$ 915.00	
	Sludge Box Structure	\$ 38,555.00				0.00	\$ -	1.00	\$ 38,555.00	
	Total	\$ 60,100.00				Total	\$ -		\$ 60,100.00	
4	Site Civil Work	\$ 309,000.00	1	LS	\$ 309,000.00	0.00	\$ -	1.00	\$ 309,000.00	100%
	Equalization Basin Foundation	\$ 99,000.00				0.00	\$ -	1.00	\$ 99,000.00	
	6" Force Main	\$ 13,000.00				0.00	\$ -	1.00	\$ 13,000.00	
	6" Drain Line	\$ 21,775.00				0.00	\$ -	1.00	\$ 21,775.00	
	6" Transfer Line	\$ 9,525.00				0.00	\$ -	1.00	\$ 9,525.00	
	4" Sludge Line	\$ 9,700.00				0.00	\$ -	1.00	\$ 9,700.00	
	1" water line	\$ 7,800.00				0.00	\$ -	1.00	\$ 7,800.00	
	3/4 Water line	\$ 4,800.00				0.00	\$ -	1.00	\$ 4,800.00	
	Pipes, Valves, Fittings	\$ 63,000.00				0.00	\$ -	1.00	\$ 63,000.00	
	Concrete Pad Generator	\$ 11,500.00				0.00	\$ -	1.00	\$ 11,500.00	
	Concrete Pad Control Panel	\$ 11,400.00				0.00	\$ -	1.00	\$ 11,400.00	
	Concrete Blower Pad	\$ 8,800.00				0.00	\$ -	1.00	\$ 8,800.00	
	Concrete Misc Pads, LP	\$ 9,000.00				0.00	\$ -	1.00	\$ 9,000.00	
	Fence and Mowstrip	\$ 39,700.00				0.00	\$ -	1.00	\$ 39,700.00	
	Total	\$ 309,000.00				Total	\$ -	1.00	\$ 309,000.00	
5	Package Equalization Basin System	\$ 502,000.00	1	LS	\$ 502,000.00	0.00	\$ -	1.00	\$ 502,000.00	100%
	Equalization Basin Package System	\$ 472,000.00				0.00	\$ -	1.00	\$ 472,000.00	
	Mechanical Piping Installation	\$ 11,800.00				0.00	\$ -	1.00	\$ 11,800.00	
	Pipes, Valves, Fittings	\$ 18,200.00				0.00	\$ -	1.00	\$ 18,200.00	
	Total	\$ 502,000.00				Total	\$ -	1.00	\$ 502,000.00	
6	Site Electrical, Instrumentation and Control	\$ 230,500.00	1	LS	\$ 230,500.00	0.00	\$ -	1.00	\$ 230,500.00	100%
	Headworks Electrical	\$ 60,250.00				0.00	\$ -	1.00	\$ 60,250.00	
	Package Equalization Basin Electrical	\$ 110,250.00				0.00	\$ -	1.00	\$ 110,250.00	
	Sludge Dewatering Electrical	\$ 60,000.00				0.00	\$ -	1.00	\$ 60,000.00	
	Total	\$ 230,500.00				Total	\$ -	1.00	\$ 230,500.00	
7	SCADA Integration	\$ 2,800.00	1	LS	\$ 2,800.00	0.00	\$ -	1.00	\$ 2,800.00	100%
8	Electrical Backup Power	\$ 40,500.00	1	LS	\$ 40,500.00	0.00	\$ -	1.00	\$ 40,500.00	100%
9	Headworks Equipment	\$ 117,000.00	1	LS	\$ 117,000.00	0.00	\$ -	1.00	\$ 117,000.00	100%

## Contractor's Pay Estimate Line Item Detail

Owner: City of Rhome

Estimate No.

12

Period Ending:

5/20/2022

Invoice Date:

5/20/2022

Contact: Rey-Mar Construction

Project: East Wastewater Treatment Plant Equalization Basin (#061274205)

Item No.	Description	Unit Price	Contract Quantity	Unit	Scheduled Value	Work Completed This Period		Work Completed To Date		
						Quantity	Amount	Quantity	Amount	%
	Equipment	\$ 98,500.00				0.00	\$ -	1.00	\$ 98,500.00	
	Concrete pads, grout fill	\$ 8,500.00				0.00	\$ -	1.00	\$ 8,500.00	
	Installation of Equipment	\$ 10,000.00				0.00	\$ -	1.00	\$ 10,000.00	
	<b>Total</b>	<b>\$ 117,000.00</b>				<b>Total</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 117,000.00</b>	
<b>10</b>	<b>Sludge dewatering press</b>	<b>\$ 395,000.00</b>	<b>1</b>	<b>LS</b>	<b>\$ 395,000.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 395,000.00</b>	<b>100%</b>
	Equipment	\$ 325,000.00				0.00	\$ -	1.00	\$ 325,000.00	
	Solids Handling Pump Installation	\$ 10,600.00				0.00	\$ -	1.00	\$ 10,600.00	
	Concrete	\$ 10,600.00				0.00	\$ -	1.00	\$ 10,600.00	
	Cover Structure	\$ 26,000.00				0.00	\$ -	1.00	\$ 26,000.00	
	Package Installation	\$ 12,100.00				0.00	\$ -	1.00	\$ 12,100.00	
	Mechanical Piping Installation	\$ 10,700.00				0.00	\$ -	1.00	\$ 10,700.00	
	<b>Total</b>	<b>\$ 395,000.00</b>				<b>Total</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 395,000.00</b>	
<b>11</b>	<b>Trench Safety</b>	<b>\$ 6,500.00</b>	<b>1</b>	<b>LS</b>	<b>\$ 6,500.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 6,500.00</b>	<b>100%</b>
Alternate Bid Item										
<b>12</b>	<b>Access Road</b>	<b>\$ 50,000.00</b>	<b>1</b>	<b>LS</b>	<b>\$ 50,000.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 50,000.00</b>	<b>100%</b>
Approved Change Orders										
<b>13</b>	<b>Fence Posts</b>	<b>\$ 560.00</b>	<b>1</b>	<b>LS</b>	<b>\$ 560.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 560.00</b>	<b>100%</b>
<b>14</b>	<b>Headwalls, drainage</b>	<b>\$ 5,824.86</b>	<b>1</b>	<b>LS</b>	<b>\$ 5,824.86</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 5,824.86</b>	<b>100%</b>
<b>15</b>	<b>Electrical Routing</b>	<b>\$ 24,997.06</b>	<b>1</b>	<b>LS</b>	<b>\$ 24,997.06</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 24,997.06</b>	<b>100%</b>
<b>16</b>	<b>Tsurumi Pump Install</b>	<b>\$ 36,443.93</b>	<b>1</b>	<b>LS</b>	<b>\$ 36,443.93</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 36,443.93</b>	<b>100%</b>
<b>17</b>	<b>Building</b>	<b>\$ 32,852.99</b>	<b>1</b>	<b>LS</b>	<b>\$ 32,852.99</b>	<b>0.00</b>	<b>\$ 9,852.99</b>	<b>1.00</b>	<b>\$ 32,852.99</b>	<b>100%</b>
<b>18</b>	<b>Replacment Legs for Screw Press</b>	<b>\$ 7,986.05</b>	<b>1</b>	<b>LS</b>	<b>\$ 7,986.05</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 7,986.05</b>	<b>100%</b>
<b>19</b>	<b>Cover Structure Credit</b>	<b>\$ (4,320.00)</b>	<b>1</b>	<b>LS</b>	<b>\$ (4,320.00)</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ (4,320.00)</b>	<b>100%</b>
<b>20</b>	<b>Swing Gate Operator Credit</b>	<b>\$ (3,000.00)</b>	<b>1</b>	<b>LS</b>	<b>\$ (3,000.00)</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ (3,000.00)</b>	<b>100%</b>
<b>Total Base Bid with Alternate Bid Item</b>		<b>\$ 1,910,244.89</b>			<b>\$ 1,910,244.89</b>		<b>9,852.99</b>		<b>\$ 1,910,244.89</b>	<b>100%</b>

**NOTICE:**

**This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.**

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: Construction of Utilities for Rhome Wastewater Treatment Plant Equalization Basin Project for the City of Rhome, TX ("Rhome East WWTP Project")

The signer of this document has been paid and has received a final payment in the sum of \$16,563.60 for all labor, services, equipment, or materials furnished to the property or to Rey-Mar Construction (person with whom signer contracted) on the property of City of Rhome, (owner) located in Rhome Texas (location) to the following extent: Wastewater Treatment Plant Equalization Basin (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers final payment for all labor, services, equipment, or materials furnished to the property or to Rey-Mar Construction (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request (s).

The signer warrants that the signer has already paid or will use the funds received from this payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

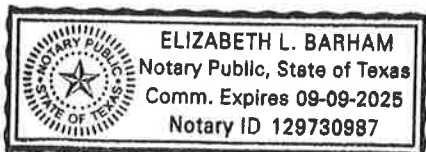
Date 5/27/2022

H&H Electrical Contractors, Inc. (Company name)

By Kin Hill (Signature)

Treasurer (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 27 day of May, 2022 to certify which witness by hand and seal of office.



Elizabeth L. Barham  
Notary Public, State of Texas



**From:** [Vela, Chris](#)  
**To:** [City Administrator](#); [Sean Densmore](#)  
**Cc:** [City Secretary](#); [Hibbard, Andrea](#); [Welden, Kyle](#); [Kubista, Kyle](#); [Oscar Martinez](#)  
**Subject:** RE: Rey Mar  
**Date:** Wednesday, August 3, 2022 6:41:47 PM  
**Attachments:** [Recommendation for Pay Estimate 12 - FINAL.pdf](#)

---

Cynthia,

Please see the link below to the shared folder containing closeout submittals related to the City of Rhome Eastside Equalization Basin.

These documents include:

- Project Record documents
- O&M Manuals
- Release of liens
- Final Pay App

Shared Folder Link: <https://kimley-horn.securevdr.com/i/i95ef9c489954b9c9>

Kimley-Horn has reviewed the punch list items performed by Rey-Mar and is recommending the Rhome East Wastewater Equalization Basin be considered administratively complete. As a result, any remaining retainage has been issued in the final pay app attached. The record drawings, Operation and Maintenance manuals for the mechanical equipment as well as releases of liens from subcontractors provide by Rey-Mar have been uploaded to the Shared Folder.

Thank you,

**Chris Vela, P.E.**

**Kimley-Horn** 801 Cherry Street, Unit 11 Suite 1300 Fort Worth, TX 76102

Direct: 817 339 2299 | Mobile: 512 718 4368

---

**From:** Vela, Chris

**Sent:** Wednesday, August 3, 2022 10:15 AM

**To:** Sean Densmore <[publicworks@cityofrhome.com](mailto:publicworks@cityofrhome.com)>; City Administrator  
<[cityadministrator@cityofrhome.com](mailto:cityadministrator@cityofrhome.com)>

**Cc:** City Secretary <[citysecretary@cityofrhome.com](mailto:citysecretary@cityofrhome.com)>

**Subject:** RE: Rey Mar

Cynthia,

We will have received all the closeout documents from Rey Mar. I will be sending over the final payment with retainage, include will be closeout documents for the City records.

Thank you,

**Chris Vela, P.E.**

**Kimley-Horn** 801 Cherry Street, Unit 11 Suite 1300 Fort Worth, TX 76102

Direct: 817 339 2299 | Mobile: 512 718 4368

---

**From:** Sean Densmore <[publicworks@cityofrhome.com](mailto:publicworks@cityofrhome.com)>  
**Sent:** Wednesday, August 3, 2022 10:05 AM  
**To:** City Administrator <[cityadministrator@cityofrhome.com](mailto:cityadministrator@cityofrhome.com)>; Vela, Chris <[Chris.Vela@kimley-horn.com](mailto:Chris.Vela@kimley-horn.com)>  
**Cc:** City Secretary <[citysecretary@cityofrhome.com](mailto:citysecretary@cityofrhome.com)>  
**Subject:** Re: Rey Mar

Rey Mar just finished the final punch list item. Chris will be send an official email to the City for us to release the final payment

Sent via the Samsung Galaxy S22+ 5G, an AT&T 5G smartphone  
Get [Outlook for Android](#)

---

**From:** City Administrator <[cityadministrator@cityofrhome.com](mailto:cityadministrator@cityofrhome.com)>  
**Sent:** Wednesday, August 3, 2022 9:55:32 AM  
**To:** Sean Densmore <[publicworks@cityofrhome.com](mailto:publicworks@cityofrhome.com)>; Vela, Chris <[Chris.Vela@kimley-horn.com](mailto:Chris.Vela@kimley-horn.com)>  
**Cc:** City Secretary <[citysecretary@cityofrhome.com](mailto:citysecretary@cityofrhome.com)>  
**Subject:** FW: Rey Mar

Chris/Sean,

I talked with Shaina today and she tells me she has been holding ReyMar's final check.

Please provide the status of what we are waiting on to close out and accept this project as completed.

Thank you,

*Cynthia*

Cynthia Northrop, CPM, MPA  
City Administrator

**ATTENTION PUBLIC OFFICIALS!**

*A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, please reply only to the sender.*

501 South Main Street  
Rhome, TX 76078

Mailing Address: PO Box 228, Rhome, TX 76078  
Cell: 817.217.4060  
Office: 817.636.2462

---

**From:** City Secretary <[citysecretary@cityofrhome.com](mailto:citysecretary@cityofrhome.com)>  
**Sent:** Wednesday, August 3, 2022 9:50 AM  
**To:** City Administrator <[cityadministrator@cityofrhome.com](mailto:cityadministrator@cityofrhome.com)>  
**Subject:** FW: Rey Mar

Thank you,

*Shaina*

Shaina Odom  
City Secretary



Physical Location: 501 South Main Street  
Mailing Address: PO Box 228  
Rhome, Texas 76078  
817-636-2462

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---

**From:** City Secretary  
**Sent:** Thursday, July 14, 2022 4:34 PM  
**To:** Sean Densmore <[publicworks@cityofrhome.com](mailto:publicworks@cityofrhome.com)>  
**Subject:** RE: Rey Mar

Okay, thanks

Thank you,

*Shaina*

Shaina Odom  
City Secretary



Physical Location: 501 South Main Street  
Mailing Address: PO Box 228  
Rhome, Texas 76078  
817-636-2462

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---

**From:** Sean Densmore <[publicworks@cityofrhome.com](mailto:publicworks@cityofrhome.com)>  
**Sent:** Thursday, July 14, 2022 4:34 PM  
**To:** City Secretary <[citysecretary@cityofrhome.com](mailto:citysecretary@cityofrhome.com)>  
**Subject:** Re: Rey Mar

Waiting on the contractors to finish a few things. I'll let you know when completed

Sent via the Samsung Galaxy S22+ 5G, an AT&T 5G smartphone  
Get [Outlook for Android](#)

---

**From:** City Secretary <[citysecretary@cityofrhome.com](mailto:citysecretary@cityofrhome.com)>  
**Sent:** Thursday, July 14, 2022 4:29:04 PM  
**To:** Sean Densmore <[publicworks@cityofrhome.com](mailto:publicworks@cityofrhome.com)>  
**Subject:** Rey Mar

Where are we with the release from the engineers office? I still have the check.

Thank you,

*Shaina*

Shaina Odom  
City Secretary



Physical Location: 501 South Main Street  
Mailing Address: PO Box 228  
Rhome, Texas 76078  
817-636-2462

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August 3, 2022

Ms. Cynthia Northrop  
City Administrator  
City of Rhome, Texas  
501 South Main Street.  
Rhome, Texas 76078

Re: Contractor's Estimate No.12 – Final Estimate  
East Wastewater Treatment Plant EQ Basin  
KH No. 061274205

Dear Cynthia:

Attached please find the Final Pay Request for the referenced project. Kimley-Horn has reviewed the documents for completeness and recommends payment to Rey-Mar Construction in the amount of \$104,872.58.

Based on this information, the necessary items have been provided by Rey-Mar Construction to consider this project administratively complete. Therefore, August 3, 2022 will be the date of acceptance and per the maintenance bond, will be the date in which the two (2) year maintenance period shall begin. This letter serves as Certificate of Completion per the Contract Documents.

The pay estimate break down for City records is as follows:

	<b>Pay Estimate Total for City Records w/Retainage</b>	<b>Contract Total</b>	<b>Percent Complete This Estimate</b>	<b>Percent Complete Overall</b>
<b>East Wastewater Treatment Plant EQ Basin</b>	\$104,872.58	N/A	0.5%	100%

Please return one (1) signed estimate to Rey Mar construction, and one (1) to Kimley-Horn. If you have any questions, please call me at 817-339-2299.

Sincerely,

KIMLEY-HORN

Chris Vela, P.E.

CAV:ash

Attachments

K:\FTW\_Uilities\061274205 Rhome E WWTP\11\_CCA\06\_CONTRACTOR\_ESTIMATES\Pay App #12 - Final\PayEstCoverLetter\_12.docx

**City of Rhome  
Construction Pay Estimate**

Estimate # **12**      Work Period: **2/3/2022**      To: **5/20/2022**      Invoice Date: **5/20/2022**

<b>Project Name:</b>	East Wastewater Treatment Plant Equalization Basin (#061274205)		
<b>Project Start Date:</b>	9/23/2020	<b>Alloted Days:</b>	Used:
<b>Est. Completion Date:</b>	8/16/2021	<b>Rain Days:</b>	Holidays:

<b>Contractor:</b>			
Rey-Mar Construction	Phone:	682.559.6060	
3416 Reed St.	Fax:		
Ft. Worth, TX 76119	Contact:	Oscar Martinez	

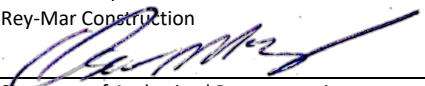
**Original Contract Amount: \$ 1,808,900.00**

Approved Change Orders	Date	Amount
Change Order No. 1		\$ 6,384.86
Change Order No. 2		\$ 24,997.06
Change Order No. 3		\$ 69,962.97
Change Order No. 4		\$ -
<b>Total Change Orders to date</b>		<b>\$ 101,344.89</b>

<b>Payment History</b>					
CE #1	\$ 57,023.75	CE #5	\$ 236,218.41	CE #9	\$ 128,655.69
CE #2	\$ 53,781.45	CE #6	\$ 496,565.00	CE #10	\$ 15,847.90
CE #3	\$ 101,602.44	CE #7	\$ 127,863.35	CE #11	\$ 173,832.01
CE #4	\$ 256,435.45	CE #8	\$ 157,546.86	CE #12	
<b>Total Payments to Date</b>					<b>\$ 1,805,372.31</b>

**Adjusted Contract Amount by Change Orders \$ 1,910,244.89**

<b>Task</b>		
1. Total Cost of Work Performed to Date		\$ 1,910,244.89
2. Materials Stored at Close of this Period (attach detailed schedule)		\$ -
	Net Amount Earned (#1 plus #2):	\$ 1,910,244.89
	Less 5% Retainage:	\$ -
	Subtotal	\$ 1,910,244.89
	Less Amount of Previous Payments:	\$ 1,805,372.31
	Balance:	\$ 104,872.58
	% Complete of Total Contract	100%
<b>Amount Due this Estimate</b>		<b>\$ 104,872.58</b>


Submitted by:  
Rey-Mar Construction  
  
\_\_\_\_\_  
Signature of Authorized Representative

Date: 05/31/22

Reviewed by:  
Inspector, City of Rhome

\_\_\_\_\_  
Signature of Authorized Representative

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

Recommended by:  
Kimley-Horn and Associates, Inc.  
  
\_\_\_\_\_  
Chris Vela, P.E.

Date: 08/03/2022

Approved for Payment:  
City of Rhome

\_\_\_\_\_  
Signature of Authorized Representative

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



# Contractor's Pay Estimate Line Item Detail

Owner: City of Rhome

Estimate No.

12

Period Ending:

5/20/2022

Invoice Date:

5/20/2022

Contact: Rey-Mar Construction

Project: East Wastewater Treatment Plant Equalization Basin (#061274205)

Item No.	Description	Unit Price	Contract Quantity	Unit	Scheduled Value	Work Completed This Period		Work Completed To Date		
						Quantity	Amount	Quantity	Amount	%
Base Bid										
1	Mobilization	\$ 90,000.00	1	LS	\$ 90,000.00	0.00	\$ -	1.00	\$ 90,000.00	100%
2	Temporary Erosion, Sediment, and Water Pollution Prever	\$ 5,500.00	1	LS	\$ 5,500.00	0.00	\$ -	1.00	\$ 5,500.00	100%
	Silt Fence	\$ 1,800.00				0.00	\$ -	1.00	\$ 1,800.00	
	Construction Entrance	\$ 1,900.00				0.00	\$ -	1.00	\$ 1,900.00	
	SWPPP	\$ 1,800.00				0.00	\$ -	1.00	\$ 1,800.00	
	Total	\$ 5,500.00				Total	\$ -		\$ 5,500.00	
3	Demolition	\$ 60,100.00	1	LS	\$ 60,100.00	0.00	\$ -	1.00	\$ 60,100.00	100%
	Headworks	\$ 8,600.00				0.00	\$ -	1.00	\$ 8,600.00	
	Solid Handling Pump	\$ 3,200.00				0.00	\$ -	1.00	\$ 3,200.00	
	Fence and Mowstrip	\$ 4,100.00				0.00	\$ -	1.00	\$ 4,100.00	
	Barbed Wire	\$ 2,600.00				0.00	\$ -	1.00	\$ 2,600.00	
	4" Sludge Pipe	\$ 1,115.00				0.00	\$ -	1.00	\$ 1,115.00	
	6" SS Pipe	\$ 1,015.00				0.00	\$ -	1.00	\$ 1,015.00	
	2" Water Pipe	\$ 915.00				0.00	\$ -	1.00	\$ 915.00	
	Sludge Box Structure	\$ 38,555.00				0.00	\$ -	1.00	\$ 38,555.00	
	Total	\$ 60,100.00				Total	\$ -		\$ 60,100.00	
4	Site Civil Work	\$ 309,000.00	1	LS	\$ 309,000.00	0.00	\$ -	1.00	\$ 309,000.00	100%
	Equalization Basin Foundation	\$ 99,000.00				0.00	\$ -	1.00	\$ 99,000.00	
	6" Force Main	\$ 13,000.00				0.00	\$ -	1.00	\$ 13,000.00	
	6" Drain Line	\$ 21,775.00				0.00	\$ -	1.00	\$ 21,775.00	
	6" Transfer Line	\$ 9,525.00				0.00	\$ -	1.00	\$ 9,525.00	
	4" Sludge Line	\$ 9,700.00				0.00	\$ -	1.00	\$ 9,700.00	
	1" water line	\$ 7,800.00				0.00	\$ -	1.00	\$ 7,800.00	
	3/4 Water line	\$ 4,800.00				0.00	\$ -	1.00	\$ 4,800.00	
	Pipes, Valves, Fittings	\$ 63,000.00				0.00	\$ -	1.00	\$ 63,000.00	
	Concrete Pad Generator	\$ 11,500.00				0.00	\$ -	1.00	\$ 11,500.00	
	Concrete Pad Control Panel	\$ 11,400.00				0.00	\$ -	1.00	\$ 11,400.00	
	Concrete Blower Pad	\$ 8,800.00				0.00	\$ -	1.00	\$ 8,800.00	
	Concrete Misc Pads, LP	\$ 9,000.00				0.00	\$ -	1.00	\$ 9,000.00	
	Fence and Mowstrip	\$ 39,700.00				0.00	\$ -	1.00	\$ 39,700.00	
	Total	\$ 309,000.00				Total	\$ -	1.00	\$ 309,000.00	
5	Package Equalization Basin System	\$ 502,000.00	1	LS	\$ 502,000.00	0.00	\$ -	1.00	\$ 502,000.00	100%
	Equalization Basin Package System	\$ 472,000.00				0.00	\$ -	1.00	\$ 472,000.00	
	Mechanical Piping Installation	\$ 11,800.00				0.00	\$ -	1.00	\$ 11,800.00	
	Pipes, Valves, Fittings	\$ 18,200.00				0.00	\$ -	1.00	\$ 18,200.00	
	Total	\$ 502,000.00				Total	\$ -	1.00	\$ 502,000.00	
6	Site Electrical, Instrumentation and Control	\$ 230,500.00	1	LS	\$ 230,500.00	0.00	\$ -	1.00	\$ 230,500.00	100%
	Headworks Electrical	\$ 60,250.00				0.00	\$ -	1.00	\$ 60,250.00	
	Package Equalization Basin Electrical	\$ 110,250.00				0.00	\$ -	1.00	\$ 110,250.00	
	Sludge Dewatering Electrical	\$ 60,000.00				0.00	\$ -	1.00	\$ 60,000.00	
	Total	\$ 230,500.00				Total	\$ -	1.00	\$ 230,500.00	
7	SCADA Integration	\$ 2,800.00	1	LS	\$ 2,800.00	0.00	\$ -	1.00	\$ 2,800.00	100%
8	Electrical Backup Power	\$ 40,500.00	1	LS	\$ 40,500.00	0.00	\$ -	1.00	\$ 40,500.00	100%
9	Headworks Equipment	\$ 117,000.00	1	LS	\$ 117,000.00	0.00	\$ -	1.00	\$ 117,000.00	100%

## Contractor's Pay Estimate Line Item Detail

Owner: City of Rhome

Estimate No.

12

Period Ending:

5/20/2022

Invoice Date:

5/20/2022

Contact: Rey-Mar Construction

Project: East Wastewater Treatment Plant Equalization Basin (#061274205)

Item No.	Description	Unit Price	Contract Quantity	Unit	Scheduled Value	Work Completed This Period		Work Completed To Date		
						Quantity	Amount	Quantity	Amount	%
	Equipment	\$ 98,500.00				0.00	\$ -	1.00	\$ 98,500.00	
	Concrete pads, grout fill	\$ 8,500.00				0.00	\$ -	1.00	\$ 8,500.00	
	Installation of Equipment	\$ 10,000.00				0.00	\$ -	1.00	\$ 10,000.00	
	<b>Total</b>	<b>\$ 117,000.00</b>				<b>Total</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 117,000.00</b>	
<b>10</b>	<b>Sludge dewatering press</b>	<b>\$ 395,000.00</b>	<b>1</b>	<b>LS</b>	<b>\$ 395,000.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 395,000.00</b>	<b>100%</b>
	Equipment	\$ 325,000.00				0.00	\$ -	1.00	\$ 325,000.00	
	Solids Handling Pump Installation	\$ 10,600.00				0.00	\$ -	1.00	\$ 10,600.00	
	Concrete	\$ 10,600.00				0.00	\$ -	1.00	\$ 10,600.00	
	Cover Structure	\$ 26,000.00				0.00	\$ -	1.00	\$ 26,000.00	
	Package Installation	\$ 12,100.00				0.00	\$ -	1.00	\$ 12,100.00	
	Mechanical Piping Installation	\$ 10,700.00				0.00	\$ -	1.00	\$ 10,700.00	
	<b>Total</b>	<b>\$ 395,000.00</b>				<b>Total</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 395,000.00</b>	
<b>11</b>	<b>Trench Safety</b>	<b>\$ 6,500.00</b>	<b>1</b>	<b>LS</b>	<b>\$ 6,500.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 6,500.00</b>	<b>100%</b>
<b>Alternate Bid Item</b>										
<b>12</b>	<b>Access Road</b>	<b>\$ 50,000.00</b>	<b>1</b>	<b>LS</b>	<b>\$ 50,000.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 50,000.00</b>	<b>100%</b>
<b>Approved Change Orders</b>										
<b>13</b>	<b>Fence Posts</b>	<b>\$ 560.00</b>	<b>1</b>	<b>LS</b>	<b>\$ 560.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 560.00</b>	<b>100%</b>
<b>14</b>	<b>Headwalls, drainage</b>	<b>\$ 5,824.86</b>	<b>1</b>	<b>LS</b>	<b>\$ 5,824.86</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 5,824.86</b>	<b>100%</b>
<b>15</b>	<b>Electrical Routing</b>	<b>\$ 24,997.06</b>	<b>1</b>	<b>LS</b>	<b>\$ 24,997.06</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 24,997.06</b>	<b>100%</b>
<b>16</b>	<b>Tsurumi Pump Install</b>	<b>\$ 36,443.93</b>	<b>1</b>	<b>LS</b>	<b>\$ 36,443.93</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 36,443.93</b>	<b>100%</b>
<b>17</b>	<b>Building</b>	<b>\$ 32,852.99</b>	<b>1</b>	<b>LS</b>	<b>\$ 32,852.99</b>	<b>0.00</b>	<b>\$ 9,852.99</b>	<b>1.00</b>	<b>\$ 32,852.99</b>	<b>100%</b>
<b>18</b>	<b>Replacment Legs for Screw Press</b>	<b>\$ 7,986.05</b>	<b>1</b>	<b>LS</b>	<b>\$ 7,986.05</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 7,986.05</b>	<b>100%</b>
<b>19</b>	<b>Cover Structure Credit</b>	<b>\$ (4,320.00)</b>	<b>1</b>	<b>LS</b>	<b>\$ (4,320.00)</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ (4,320.00)</b>	<b>100%</b>
<b>20</b>	<b>Swing Gate Operator Credit</b>	<b>\$ (3,000.00)</b>	<b>1</b>	<b>LS</b>	<b>\$ (3,000.00)</b>	<b>0.00</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ (3,000.00)</b>	<b>100%</b>
<b>Total Base Bid with Alternate Bid Item</b>		<b>\$ 1,910,244.89</b>			<b>\$ 1,910,244.89</b>		<b>9,852.99</b>		<b>\$ 1,910,244.89</b>	<b>100%</b>

# Contractor's Pay Estimate Line Item Detail

Owner: City of Rhome

Estimate No. 12

Period Ending: 5/20/2022

Invoice Date: 5/20/2022

Contact: Rey-Mar Construction

Project: East Wastewater Treatment Plant Equalization Basin (#061274205)

Item No.	Description	Unit Price	Contract Quantity	Unit	Scheduled Value	Work Completed This Period		Work Completed To Date		
						Quantity	Amount	Quantity	Amount	%
Base Bid							\$ -			
1	Mobilization	\$ 90,000.00	1	LS	\$ 90,000.00	0.00	\$ -	1.00	\$ 90,000.00	100%
2	Temporary Erosion, Sediment, and Water Pollution Preventior	\$ 5,500.00	1	LS	\$ 5,500.00	0.00	\$ -	1.00	\$ 5,500.00	100%
3	Demolition	\$ 60,100.00	1	LS	\$ 60,100.00	0.00	\$ -	1.00	\$ 60,100.00	100%
4	Site Civil Work	\$ 309,000.00	1	LS	\$ 309,000.00	0.00	\$ -	1.00	\$ 309,000.00	100%
5	Package Equalization Basin System	\$ 502,000.00	1	LS	\$ 502,000.00	0.00	\$ -	1.00	\$ 502,000.00	100%
6	Site Electrical, Instrumentation and Control	\$ 230,500.00	1	LS	\$ 230,500.00	0.00	\$ -	1.00	\$ 230,500.00	100%
7	SCADA Integration	\$ 2,800.00	1	LS	\$ 2,800.00	0.00	\$ -	1.00	\$ 2,800.00	100%
8	Electrical Backup Power	\$ 40,500.00	1	LS	\$ 40,500.00	0.00	\$ -	1.00	\$ 40,500.00	100%
9	Headworks Equipment	\$ 117,000.00	1	LS	\$ 117,000.00	0.00	\$ -	1.00	\$ 117,000.00	100%
10	Sludge dewatering press	\$ 395,000.00	1	LS	\$ 395,000.00	0.00	\$ -	1.00	\$ 395,000.00	100%
11	Trench Safety	\$ 6,500.00	1	LS	\$ 6,500.00	0.00	\$ -	1.00	\$ 6,500.00	100%
Alternate Bid Item										
12	Access Road	\$ 50,000.00	1	LS	\$ 50,000.00	0.00	\$ -	1.00	\$ 50,000.00	100%
CO	Appd Change Orders									
13	Fence posts	\$ 560.00	1	LS	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	100%
14	Headwalls, drainage	\$ 5,824.86	1	LS	\$ 5,824.86	0.00	\$ -	1.00	\$ 5,824.86	100%
15	Electrical Rerouting	\$ 24,997.06	1	LS	\$ 24,997.06			1.00	\$ 24,997.06	100%
16	Tsurumi Pump Install	\$ 36,443.93	1	LS	\$ 36,443.93	0.00	\$ -	1.00	\$ 36,443.93	100%
17	Building	\$ 32,852.99	1	LS	\$ 32,852.99	0.30	\$ 9,852.99	1.00	\$ 32,852.99	100%
18	Legs	\$ 7,986.05	1	LS	\$ 7,986.05	0.00	\$ -	1.00	\$ 7,986.05	100%
19	Cover Structure Credit	\$ (4,320.00)	1	LS	\$ (4,320.00)	0.00	\$ -	1.00	\$ (4,320.00)	100%
20	Swing Gate Operator Credit	\$ (3,000.00)	1	LS	\$ (3,000.00)	0.00	\$ -	1.00	\$ (3,000.00)	100%
Total Base Bid with Alternate Bid Item					\$ 1,910,244.89		\$ 9,852.99		\$ 1,910,244.89	100%



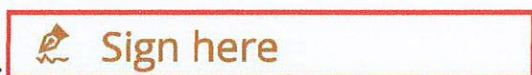
### General Liability Release of Claims

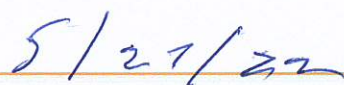
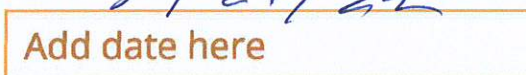
I, Southwest Fluid Products, of P.O: 841, Weatherford, Texas 76086, for and in consideration of the payment to me of \$35,750.00, the receipt and sufficiency of which is hereby acknowledged, do hereby release and forever discharge Rey Mar Construction, of 3416 Reed St., Fort Worth, Texas 76119, their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which I now have or may hereafter have or claim to have, as a result of or in any way relating to the following:

Partial completion of WWTP

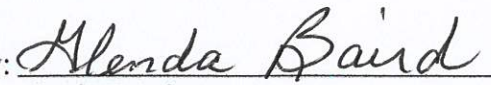
It is understood and agreed that this payment is made and received in full and complete settlement and satisfaction of the aforesaid actions, causes of action, claims and demands; that this Release contains the entire agreement between the parties; and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors and assigns. This Release shall be subject to and governed by the laws of the State of Texas.

This Release has been read and fully understood by the undersigned witness, Glenda Baird, and has been explained to me.

By:   
   
Southwest Fluid Products

Date:   


WITNESSED BY:

By:   
Glenda Baird

Date: 5-27-22

Cancel

Next box



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

[www.cityofrhome.com](http://www.cityofrhome.com) [cityadministrator@cityofrhome.com](mailto:cityadministrator@cityofrhome.com)

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# AGENDA ITEM I



## Agenda Commentary

Meeting Date: August 11, 2022

Department: Administration

Contact: Eric Debus

Agenda Item: I. Discussion and any necessary action regarding Ordinance for water rate increase approved by Council and setting effective date

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing  
☐ Plat ☒ Discussion & Direction ☐ Other

### Summary-Background:

City Council approved a 10% water rate increase at their July 28, 2022 Council Meeting. This is the associated Ordinance which also sets the effective date to be October 1, 2022 as recommended by the Consultant

Funding Expected: ☐ Revenue ☐ Expenditure ☐ N/A

Budgeted Item: ☐ Yes ☐ No ☐ N/A

GL Account: \_\_\_\_\_ Amount: \_\_\_\_\_

Legal Review Required: ☒ Yes ☐ No Date Completed: \_\_\_\_\_

Engineering Review: ☐ FD Review: ☐ PD Review: ☐ PW Review: ☐

### Supporting Documents Attached:

Yes

### Recommendation:

Recommend approval of the Ordinance for the water rate increase



**CITY OF RHOME  
ORDINANCE 2022-16**

**AN ORDINANCE AMENDING THE EXISTING WATER RATES FOR THE CITY OF RHOME,  
TEXAS, AND PROVIDING AN EFFECTIVE DATE.**

**Whereas,** the City of Rhome's water supply originates from both surface water purchased from Walnut Creek Special Utility District and well water; and

**Whereas,** the Water/Wastewater Fund is an enterprise fund where revenue from rates should cover maintenance, operations, improvement and expansion; and

**Whereas,** the last water rate increase in both 2016 and 2017 only covered water rate increased charges from Walnut Creek SUD; and

**Whereas,** the City of Rhome has determined an effective date of October 1, 2022; and

**Whereas,** the City of Rhome has determined that it is necessary to increase water rates to fund maintenance, operations, improvements and expansion of the Water Utilities;

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
RHOME, TEXAS:**

1. That the existing Water Rates of the City of Rhome, Texas charged and collected by the city from all customers obtaining service from its waterworks system is hereby amended as set forth below:

**PROPOSED WATER SERVICE RATES**

Residential Incorporated areas - Deposit \$150.00 required

**\$37.91** Monthly base charge (includes up to 2,000 gallons)

2,000 to 10,000 gallons	Base + additional <b>\$8.87</b> per 1,000 gallons
10,000 to 20,000 gallons	Base + additional <b>\$10.14</b> per 1,000 gallons
20,000 gallons & up	Base + additional <b>\$11.36</b> per 1,000 gallons

Irrigation Meter Rates – Deposit \$150.00 required + cost of meter

**\$37.91** Monthly base charge (includes up to 2,000 gallons)

2,000 to 10,000 gallons	Base + additional <b>\$8.87</b> per 1,000 gallons
10,000 to 20,000 gallons	Base + additional <b>\$10.14</b> per 1,000 gallons
20,000 gallons & up	Base + additional <b>\$11.36</b> per 1,000 gallons

Outside Incorporated areas (Extended Area Service) - Deposit \$150.00 required

**\$77.97** Monthly base charge

0 to 2,000 gallons	Base + additional <b>\$8.87</b> per 1,000 gallons
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2,000 to 15,000 gallons	Base + additional <b>\$13.29</b> per 1,000 gallons
15,000 gallons & up	Base + additional <b>\$17.71</b> per 1,000 gallons

**Commercial Customers - Deposit \$250.00 required**

**\$44.82** Monthly base charge

0 to 2,000 gallons	Base + additional <b>\$8.87</b> per 1,000 gallons
2,000 to 10,000 gallons	Base + additional <b>\$9.98</b> per 1,000 gallons



10,000 to 20,000 gallons      Base + additional \$11.08 per 1,000 gallons  
20,000 gallons & up              Base + additional \$12.19 per 1,000 gallons

## **CURRENT WATER SERVICE RATES**

Residential Incorporated areas - Deposit \$150.00 required

\$34.31 Monthly base charge (includes up to 2,000 gallons)

2,000 to 10,000 gallons      Base + additional \$8.03 per 1,000 gallons  
10,000 to 20,000 gallons      Base + additional \$9.18 per 1,000 gallons  
20,000 gallons & up              Base + additional \$10.28 per 1,000 gallons

Irrigation Meter Rates – Deposit \$150.00 required + cost of meter

\$34.31 Monthly base charge (includes up to 2,000 gallons)

2,000 to 10,000 gallons      Base + additional \$8.03 per 1,000 gallons  
10,000 to 20,000 gallons      Base + additional \$9.18 per 1,000 gallons  
20,000 gallons & up              Base + additional \$10.28 per 1,000 gallons

Outside Incorporated areas (Extended Area Service) - Deposit \$150.00 required

\$70.56 Monthly base charge

0 to 2,000 gallons                      Base + additional \$8.03 per 1,000 gallons

2,000 to 15,000 gallons              Base + additional \$12.03 per 1,000 gallons  
15,000 gallons & up                  Base + additional \$16.03 per 1,000 gallons

### **Commercial Customers - Deposit \$250.00 required**

\$40.56 Monthly base charge

0 to 2,000 gallons                      Base + additional \$8.03 per 1,000 gallons  
2,000 to 10,000 gallons              Base + additional \$9.03 per 1,000 gallons  
10,000 to 20,000 gallons              Base + additional \$10.03 per 1,000 gallons  
20,000 gallons & up                  Base + additional \$11.03 per 1,000 gallons

2. That all other provisions of the existing ordinance shall prevail and be in full force and effect.

**PASSED AND APPROVED** by the City Council of the City of Rhome, Texas, this the 11th day of August 2022.

---

Patricia Mitchell,  
Mayor

[SEAL]

**ATTEST:**

**APPROVED AS TO FORM:**

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Shaina Odom,  
City Secretary

---

Carvan E. Adkins,  
City Attorney



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

[www.cityofrhode.com](http://www.cityofrhode.com) [cityadministrator@cityofrhode.com](mailto:cityadministrator@cityofrhode.com)

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# AGENDA ITEM J



## Agenda Commentary

**Meeting Date:** August 11, 2022

**Department:** Public Works

**Contact:** Eric Debus

**Agenda Item:** J. Discussion and any necessary action regarding drainage project

**Type of Item:** ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing  
☐ Plat ☒ Discussion & Direction ☐ Other

### Summary-Background:

Staff has been addressing a drainage issue along Mount Lane in the Ellis Subdivision. Over the past several years, the City of Rhome has had to complete two road repairs on Mount Lane due, in part, to the drainage ditches from 1112 Mount Lane north to the designated drainage channel overflowing due to the ditches becoming silted in over the years. In an effort to keep the water in the ditches and off the road, the ditches from 1110 Mount Lane to the drainage channel need to be re-established.

At the last Council meeting Ordinance 2021-23 "Grass, Weeds, Limbs, Drainage" was brought up. The intention of this ordinance was concerning property owner responsibility for general maintenance, mowing, and keeping culverts clear of stoppages; it was not intending to preclude the City from addressing the drainage system as a whole and its (drainage system) purpose of keeping water off the city streets.

As a reminder, Council approved an interlocal road maintenance project for the Ellis Subdivision which should be completed by the end of the year. It would be ideal to have this project completed before the County begins the road project.

The approximate cost of the drainage project is \$15,000. The funds are available in the Street Maintenance line item.

**Funding Expected:** ☐ Revenue ☐ Expenditure ☐ N/A  
**Budgeted Item:** ☐ Yes ☐ No ☐ N/A  
**GL Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_  
**Legal Review Required:** ☐ Yes ☐ No **Date Completed:** \_\_\_\_\_  
**Engineering Review:** ☐ **FD Review:** ☐ **PD Review:** ☐ **PW Review:** ☐

### Supporting Documents Attached:

### Recommendation:

Staff is recommending Council approval of the drainage project.





Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

[www.cityofrhode.com](http://www.cityofrhode.com) [cityadministrator@cityofrhode.com](mailto:cityadministrator@cityofrhode.com)

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# AGENDA ITEM K



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

[www.cityofrhode.com](http://www.cityofrhode.com) [cityadministrator@cityofrhode.com](mailto:cityadministrator@cityofrhode.com)

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# AGENDA ITEM L



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

[www.cityofrhome.com](http://www.cityofrhome.com) [cityadministrator@cityofrhome.com](mailto:cityadministrator@cityofrhome.com)

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# AGENDA ITEM M





Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

[www.cityofrhome.com](http://www.cityofrhome.com) [cityadministrator@cityofrhome.com](mailto:cityadministrator@cityofrhome.com)

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# AGENDA ITEM N



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

[www.cityofrhode.com](http://www.cityofrhode.com) [cityadministrator@cityofrhode.com](mailto:cityadministrator@cityofrhode.com)

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# AGENDA ITEM O



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

[www.cityofrhome.com](http://www.cityofrhome.com) [cityadministrator@cityofrhome.com](mailto:cityadministrator@cityofrhome.com)

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# AGENDA ITEM P

**City Administrator  
Consulting Services Agreement  
Northrop**

The parties to this agreement are the City of Rhome, Texas (City) and Cynthia Northrop, an individual residing in Wise County, Texas (Consultant). For and in consideration of the mutual undertakings set forth herein, the parties agree as follows:

**Agreement**

1. Consultant agrees to advise and assist the City's Interim City Administrator and eventual permanent City Administrator in the operations and management of the various departments of the City, including the preparation of the City's budget. Consultant's services shall be overseen and supervised by the Interim City Administrator or successor City Administrator.
2. Consultant shall also perform such additional duties as reasonably requested by the City Council or City Administrator.
3. City shall pay Consultant on an hourly basis of \$50.00 per hour for work performed pursuant to this Agreement effective as of August 5, 2022, to be paid to Northrop at the same time as other employees of the City are paid. Such hours of work shall be submitted in writing to the Interim City Administrator or his successor on or before the last full business day of each pay period to be paid upon approval by the Interim City Administrator or his successor on the next following regular pay period. The Consultant will be responsible for the payment of any taxes associated with the pay received pursuant to this Agreement and the City shall not make any tax withholding unless otherwise agreed by the parties in a separate written agreement.
4. The term of this Agreement shall be from August 5, 2022 until February 28, 2023. This Agreement may be extended by the agreement of both parties in writing. This agreement may be terminated by either party at any time for any reason effective upon mailing or hand delivery of a ten-(10) days written notice.

**Miscellaneous**

1. **Assignment.** The agreement may not be assigned by either party.
2. **Hold Harmless.** To the extent allowed by Texas law, CITY shall indemnify and hold harmless the CONSULTANT from and against any and all liability, claims, suits, demands and causes of action, (including, but not limited to, attorney's fees and cost of litigation), which may arise from CONSULTANT's performance under this Agreement, and CITY will, at its own cost and expense, defend and protect the CONSULTANT against any and all such claims and demands.

3. Data and File Retention. All data reports and other documentation (other than Consultant's drafts, notes and internal memorandum) shall become property of the City upon termination of this Agreement. Consultant shall deliver all such data and documentation described above on or before final payment of all sums due Consultant under this Agreement. Consultant shall not retain copies of data or documentation.
4. Independent Contractor. Consultant's role shall be that of an independent contractor, nothing herein is intended to create or shall be construed as creating a fiduciary or employer/employee relationship between the City and Consultant.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue in the event of a dispute shall be in Wise County, Texas.
6. Severability. In any provision of this Agreement is declared or found to be illegal, unenforceable, or void, both parties shall be relieved of all obligations under that provision. The remainder of this Agreement shall be enforced to the fullest extent permitted by law.
7. Waivers. All conditions, covenants, duties and obligations contained in this Agreement can be waived only by written agreement executed by all parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, not in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.
8. Whole and Entire Agreement. This instrument contains the whole and entire agreement of the parties hereto and correctly sets for the rights, duties and obligations of each to the others as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
9. Attorney's Fees. If it becomes necessary for either party to take legal action to interpret or enforce this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, reasonable attorney's fees and court costs. The right to recover these fees is provided by section 271.159 of the Texas Local Government Code.
10. Notices. Any notice to be given by one party to the other pursuant to this Agreement shall be deposited with the United States Postal Services postage prepaid and addressed as follows:

Cynthia Northrop  
213 Anvil Drive  
Haslet, Texas 76052

Interim City Administrator  
City of Rhome  
P.O. Box 228  
Rhome, Texas 76078

Copy to:  
Rhome City Attorney  
Carvan E. Adkins  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
I-30 at Bryant-Irvin Road  
Fort Worth, Texas 76107

EXECUTED TO BE EFFECTIVE ON THE 5<sup>th</sup> DAY OF August 2022.

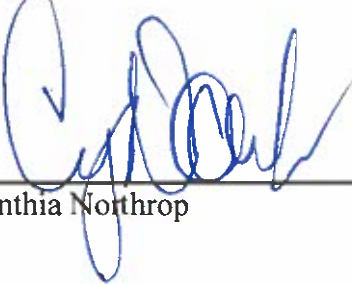
**City of Rhome**



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Eric Debus, Interim City Administrator

**Consultant**



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Cynthia Northrop

## **EMPLOYMENT AGREEMENT**

This Agreement for Professional Services and Employment as Interim City Administrator (this "Agreement"), is made and entered into effective as of the 5th day of August, 2022 by and between the City of Rhome, Texas, a municipal corporation (the "City"), and Eric Debus, (the "Administrator"), to establish and set forth the terms and conditions of the employment of the Administrator as the Interim City Administrator of the City.

### **WITNESSETH:**

**WHEREAS**, the City Council of the City of Rhome ("the Council") and the Administrator believe that employment agreements negotiated between City Councils and City Administrators can be mutually beneficial to the City organization, the Administrator and the community they serve;

**WHEREAS**, when appropriately structured, the Council and Administrator believe employment agreements can strengthen the Council-Administrator relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

**WHEREAS**, the Council and Administrator believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable the personnel policies, that will uphold the principle of "serving at the pleasure of the Council," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Administrator through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the City's budget;

**WHEREAS**, the City desires to employ the services of the Administrator as the Interim City Administrator of the City until a new City Administrator is selected by the City Council, pursuant to the terms, conditions and provisions of this Agreement;

**WHEREAS**, it is the desire of the Council to provide compensation and benefits, establish conditions of employment, and to set the working conditions of the Administrator as provided in this Agreement;

**WHEREAS**, the Council desires to retain the services of the Administrator, to encourage full work productivity by assuring the Administrator's morale and peace of mind with respect to future security, and to provide a proper means for termination, resignation, or retirement of the Administrator;

**WHEREAS**, except as otherwise specifically provided herein, the Administrator shall have and be eligible for the same benefits as are provided to all employees of the City; and

**WHEREAS**, the Administrator has agreed to accept employment as the Interim City Administrator of the City, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the City and the Administrator hereby contract, covenant, and agree as follows:

## **SECTION 1 DUTIES**

The Council hereby employs Administrator as the chief administrative officer of the City to perform the duties and functions specified in this Agreement, the laws of the State of Texas and the City of Rhome's Code of Ordinances, and as the Council shall, from time to time, assign to the Administrator consistent with the intent of this Agreement. The Administrator shall report to the City Council through the Mayor Pro Tem and shall be supervised in the performance of this Agreement by the Mayor Pro Tem.

## **SECTION 2 TERM**

The term of this Agreement shall be for one year, or until a new City Administrator is selected, whichever comes first, and the Agreement shall be and remain in full force and effect until terminated by the Administrator or by the Council as herein provided (the "Term"). Upon the termination of this agreement by the appointment of a new City Administrator the Administrator will be entitled to return to his former position as Chief of Police for the City of Rhome.

The Administrator shall serve at the pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or the Administrator, to terminate the services of the Administrator at any time, subject only to applicable provisions of the City's Employee Handbook and the provisions set forth hereinafter in the section titled "Termination and Severance Pay".

Upon the termination of this Agreement under any provision of this Agreement the Administrator shall be entitled to return to his former position as Chief of Police for the City of Rhome subject to the same terms and conditions, including any increases in pay he might otherwise have been entitled, as if he had not served as the Interim City Administrator.

## **SECTION 3 SALARY**

The City agrees to pay the Administrator as follows:

1. Effective August 1, 2022: An annual base salary of One hundred five thousand six hundred Dollars (\$105,600.00).
2. Effective October 1, 2022: An annual base salary of One hundred-twenty-six thousand seven hundred and twenty Dollars (\$126,720.00).

Such salaries to be payable in installments at the same time as other employees of the City are paid. The City further agrees that the City Council shall review the base salary and other benefits



of the Administrator at least annually through a formal evaluation, and consideration shall be given to adjust Administrator's compensation in conjunction with such performance evaluation. Administrator may receive cost of living salary increases, if any, that are received by other City employees. This agreement shall be automatically amended to reflect any salary adjustments provided in accordance with this Agreement and the City's personnel policy.

#### **SECTION 4 DISABILITY AND RETIREMENT BENEFITS**

The Administrator shall be covered and governed by the same retirement system as are all other employees of the City of Rhome. Retirement contributions shall be paid as required by the retirement system's plan documents.

The Administrator shall be eligible for the same disability plan as all other employees of the City. In the event of a disability, the Administrator shall be entitled to the use of accrued leave benefits pursuant to City policy in the same manner as other employees of the City.

If Administrator is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any leave available under the Family Medical Leave Act, if any, City shall have the option to terminate this Agreement, without being subject to the severance pay requirements of Section 12.

#### **SECTION 5 INSURANCE**

- A. Health Insurance.** The Administrator shall be covered by the same health, dental, and vision plans as all other employees. The coverage shall be in full force and effect immediately upon the Commencement Date.
- B. Life Insurance.** The Administrator shall be eligible for life insurance from the City. The multiple, type of policy, and policy terms will be pursuant to the same policies and conditions as are available to other employees of the City. The Administrator shall designate the beneficiary or beneficiaries of such policy.

#### **SECTION 6 USE OF CITY VEHICLE**

The Administrator's duties require exclusive and unrestricted use of a vehicle. The Administrator shall be allowed to continue his current use of a City of Rhome police vehicle at his discretion for the Administrator's use in the performance of his duties hereunder and as Chief of Police for the City of Rhome. The City shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses, including gasoline, attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

## **SECTION 7 LEAVE BENEFITS**

All provisions of the rules and regulations of the City applicable to fringe benefits, leave and working conditions as they now exist or hereafter may be amended, shall also apply to the Administrator as they apply to all other employees of the City, in addition to the benefits enumerated specifically for the benefit of the Administrator herein; provided that vacation, sick leave, and all other benefits which vary according to tenure shall be calculated and granted to the Administrator in accordance with the City's Employee Handbook.

## **SECTION 8 PROFESSIONAL AND CIVIC DEVELOPMENT**

The City agrees to budget for mutually agreed civic and professional membership dues and subscriptions of the Administrator necessary for the Administrator's continuation and participation in national, regional, state and local associations necessary and desirable for the Administrator's continued professional participation, growth, advancement, and for the good of the City. City agrees to pay for such memberships and subscriptions upon approval by the Mayor Pro Tem or City Council. Developing and maintaining professional association contacts and standing provide the City access to valuable resources, and reasonable participation and related travel by the Administrator as provided for in the annual budget will be a part of the Administrator's duties.

## **SECTION 9 BUSINESS EXPENSES**

Certain expenses of a non-personal and job-related nature will necessarily be incurred by the Administrator in the performance of the Administrator's duties; the City will pay or reimburse such business expenses upon receipt or proof of such expenditures in accordance with relevant City policy. The City will provide and pay for a cellular phone for the Administrator's use in the performance of the Administrator's duties.

## **SECTION 10 INDEMNIFICATION**

To the fullest extent permitted by law, City shall defend, save harmless and indemnify Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Administrator's duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either City or the Administrator as to any third party; and provided further that City shall not indemnify and hold harmless the Administrator from and with respect to any claim or liability for which the conduct of the Administrator is found by the courts to have been grossly negligent or intentional

wrongful conduct.

City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon; provided, however, that this indemnification shall be limited to the conditions and coverages of the liability insurance or risk pool coverage. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

## **SECTION 11 HOURS OF WORK**

The Administrator is an exempt employee who is expected to engage in the hours of work that are reasonably necessary to fulfill the obligations of the position. The Administrator acknowledges the proper performance of the duties of the City Administrator of the City will require the Administrator to generally observe normal business hours, that most work weeks involve a minimum of forty (40) hours, and will also often require the performance of necessary services outside of normal business hours. The Administrator agrees to devote such additional time as is necessary for the full and proper performance of the Administrator's duties and that the compensation herein provided includes compensation for the performance of all such services.

The City agrees that reasonable time off be permitted the Administrator, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Administrator. Provided, however, the Council shall have the right to review Administrator's use of time off, and abuse of such use shall be grounds for discipline, up to and including termination.

The Administrator will devote full time and effort to the performance of the duties of the City Administrator of the City, and shall remain in the exclusive employ of the City during the term of this Agreement; provided that the Administrator may accept temporary, outside professional employment which will not in any way limit the performance of, or the Administrator's availability for the performance of, the Administrator's duties hereunder. The term "outside professional employment" shall be construed to include occasional teaching, writing or consulting performed on the Administrator's time off.

## **SECTION 12 TERMINATION AND SEVERANCE PAY**

- A.** The Administrator serves at the pleasure of the Council, and the Administrator's employment may be terminated by the Council at any time for any reason in accordance with the requirements of the City's Code of Ordinances and state or federal law.
- B.** In the event Administrator is terminated by the Council from his position as Administrator, the Administrator shall return to his position with the City as Chief of Police. Should the City terminate the Administrator's positions as Chief of Police and Interim City Administrator and the Administrator is then willing and able to perform all the duties of the Chief of Police position, then, in that event, the City agrees to pay the Administrator an

amount equal to one (1) year's full salary and benefits at his then City Administrator's rate of pay, payable in monthly installments at the same time as employees of the City are paid, plus the value of all accrued leave, and other benefits accrued by, or credited to, the Administrator prior to the termination on the same basis as any other employee of the City.

**C.** The City will not be obligated to pay the payment set forth in paragraph B of this section if:

1. Administrator is terminated from the position of Interim City Administrator for willful breach, disregard, or habitual neglect of duties or failure to follow directions of the Council that have been formally communicated to Administrator. As used in this paragraph, the terms "disregard or habitual neglect of duties" shall mean regular neglect of, disregard of, ignoring of or overlooking of duties of the job for which the Administrator is hired. As used in this paragraph, the term "willful breach" shall mean the intentional doing of some act with the knowledge that it is contrary to or in violation of formally communicated directions of the Council, save and except for directions, which the Administrator reasonably believes would require him to violate a law, ordinance or regulation from a governmental body or agency;

2. Administrator is terminated from either his position as Interim City Administrator or Chief of Police for misconduct involving an act of moral turpitude or of illegality. As used in this paragraph the term "moral turpitude" shall mean an act of baseness, vileness or depravity in the private and social duties which a person owes to another person in society and contrary to accepted and customary actions; and as used in this paragraph, the term "illegality" shall mean any action by Administrator in violation of any criminal statute, law, charter, regulation or ordinance of any governmental body or agency, save and except for class "C" misdemeanors under Texas State law; or

3. Administrator voluntarily resigns the position of City Administrator and then refuses to take up the duties of Chief of Police for the City of Rhome.

**D.** A determination under paragraph C of this section that the City is not obligated to pay Administrator the severance amount shall require a majority vote of the Council, after an opportunity for a hearing.

**E.** If the Administrator terminates this Agreement by voluntary resignation of the position of City Administrator, the Administrator shall give two weeks' notice in advance unless the Council agrees otherwise. In the event of resignation from the position as Interim City Administrator, the Administrator will be entitled to return to his former position as Chief of Police at the rate of pay and benefits as Chief of Police as if he had never served as Interim City Administrator.

### **SECTION 13 NOTICES**

All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier at the following address:

City: Mayor or City Secretary  
City of Rhome  
PO Box 228  
Rhome, Texas 76078

Copy to City Attorney:

Carvan E. Adkins  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
I-30 at Bryant Irvin Road  
Fort Worth, Texas 76107

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service, or three (3) days after the date the notice is deposited in the United States Mail or with a commercial courier.

### **SECTION 14 CONFLICT OF INTEREST PROHIBITION**

The Administrator shall not, during the Term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, the Administrator shall, except for a personal residence or residential property acquired or held for future use as the Administrator's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council.

### **SECTION 15 GENERAL PROVISIONS**

- A. Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- B. Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Wise County, Texas.

- C. Mediation.** The parties shall, in good faith, attempt to settle any controversy or claim by any party hereto arising out of or relating to this Agreement by mediation in accordance with the laws and rules of the State of Texas. Such mediation shall be held within thirty (30) days after demand therefor by any party. If one party fails or refuses to mediate within such thirty (30) day period, the other party may proceed to enforce such party's rights in a court of competent jurisdiction.
- D. Severability.** In the event any one or more of the sections, provisions or clauses 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 of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- E. Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings between the City and the Administrator concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- F. Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Administrator and the duly authorized representative of the Council.
- G. Effective Date.** This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and the Administrator.
- H. Counterparts.** This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

**IN WITNESS WHEREOF,** the City and the Administrator have executed this Agreement effective as of the date first written above.

**CITY OF RHOME**



Josh McCabe,  
Mayor Pro-Tem

**Interim City Administrator**



Eric Debus

**ATTEST:**

Mauna Odom  
City Secretary (City Seal)



**APPROVED AS TO Form**

C. E. Adkins  
Carvan E. Adkins, City Attorney

## SEPARATION AGREEMENT AND RELEASE

STATE OF TEXAS       §  
                                  §  
COUNTY OF WISE     §

THIS SEPARATION AGREEMENT AND RELEASE (hereinafter referred to as "Agreement") is made and entered into by and between the City of Rhome, Texas (hereinafter referred to as "the City"), and Cynthia Northrop (hereinafter referred to as "Northrop").

### WITNESSETH:

**WHEREAS**, Northrop is the City Administrator of the City; and

**WHEREAS**, after careful consideration, the City Council ("the Council") of the City has determined that it would be in the best interest of all parties for Northrop to terminate her employment relationship with the City;

**WHEREAS**, pursuant to the terms of Northrop's Employment Agreement with the City dated effective October 1, 2021, upon an involuntary termination of employment, Northrop is entitled to receive one year's full salary and benefits, plus the value of all accrued leave accrued or credited to Northrop prior to the date of this Agreement on the same basis as any other employee of the City;

**WHEREAS**, the terms contained herein are not an admission of wrongdoing on either party but merely a means of facilitating the end of the employment relationship between Northrop and the City and paying Northrop her contractual severance;

**WHEREAS**, the City desires to retain the services of Northrop as a consultant to the City during its search for a new City Administrator and during such time as required by the new City Administrator to make themselves fully familiar with the current and ongoing projects being handled by Northrop for the City; and

**WHEREAS**, both parties enter into this Agreement voluntarily, willingly and without duress;

**NOW, THEREFORE**, in consideration of the representations, warranties and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City shall to pay Northrop a lump sum of \$25,000.00 which represents consideration for Northrop's release of the City described in Paragraph 4 below.
2. The City further agrees to pay Northrop the additional total amount of \$100,000.00 to be paid in four equals installments of \$25,000.00 on August 31, 2022, October 31, 2022, December 31, 2022 and February 28, 2023.



3. Northrop agrees to provide consulting services to the City as set out in the City Administrator Consulting Services Agreement attached hereto as Exhibit A.
4. In further exchange for the consideration described in paragraphs 1 and 2 above, Northrop forever and unconditionally releases and discharges the City, its officers, attorneys, employees, representatives, agents, members, and assigns in their official capacities with the City ("Releasees") from any and all claims, charges, costs, liabilities, obligations, damages, complaints, causes of action, and losses and expenses of any kind, including back pay, benefits, and/or attorney's fees, relating to, arising out of, or arising from Northrop's employment with the City or any incidents or facts related to Northrop's separation of employment. This release encompasses, but is not limited to, claims under local, state, or federal law; alleged contract or tort claims, including negligence and gross negligence, disputed wages, and/or breach of any alleged employment contract; claims or causes of action arising under any federal, state, or local statutes, including, but not limited to, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1991, the Texas Commission on Human Rights Act, all laws, including the common laws, of the State of Texas regarding employment-related claims, claims under ERISA, the "Employee's Retirement Income Security Act," and "COBRA," 29 U.S.C. 1001 et seq.; claims under the Constitution of the United States, including 42 U.S.C. section 1981 and section 1983, and the Constitution of the State of Texas; disability discrimination claims under the Rehabilitation Act of 1973, the Americans with Disabilities Act, 42 U.S.C. §12.101 et seq.; claims under the Age Discrimination in Employment Act, 29 U.S.C. §621 et seq.; claims under the Family Medical Leave Act; and tort claims, including invasion of privacy, defamation, fraud, false imprisonment, infliction of emotional distress, negligent hiring, negligent retention, and assault and battery. **THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM OR CAUSE OF ACTION, KNOWN OR UNKNOWN, POTENTIAL OR ACTUAL, RELATED TO OR ARISING OUT OF NORTHROP'S EMPLOYMENT WITH THE CITY, THE TERMINATION OF NORTHROP'S EMPLOYMENT, AND ANY BENEFITS ASSOCIATED WITH SUCH EMPLOYMENT UP TO AND INCLUDING THE DATE OF THIS AGREEMENT.** Conversely, the City forever and unconditionally releases and discharges Northrop from any and all claims, charges, costs, liabilities, obligations, damages, complaints, causes of action, and losses and expenses of any kind, including back pay, benefits, and/or attorney's fees, relating to, arising out of, or arising from Northrop's employment with the City or any incidents arising or accruing up to and through the date of this Agreement and encompasses, but is not limited to, claims under local, state, or federal law; alleged contract or tort claims, including negligence and gross negligence, disputed wages, and/or breach of any alleged employment contract; claims or causes of action arising under any federal, state, or local statutes, ordinances or regulations,
5. Northrop further agrees that upon the City's payment of all amounts described under Paragraph 1 above, on behalf of herself, or any member of her family, that

she has not and will not file any appeal, complaint, petition, lawsuit, or charge associated with her employment against the City, or any of the Releasees, with any local, state, or federal agency or court, except to enforce this Agreement.

6. Nothing in this Agreement shall be construed to prohibit Northrop from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Northrop agrees to waive her right to recover monetary damages in any charge, complaint, or lawsuit filed by Northrop or by anyone else on her behalf as a result of any EEOC filing.
7. Nothing herein releases the City from any obligation to indemnify Northrop as to any claims arising out of Northrop's performance which existed prior to the effective date of this Agreement and Release or from any vested benefits or deferred compensation to which Northrop is entitled to receive under the terms of any retirement or employee benefit plan.
8. Northrop agrees and understands that by signing this Agreement and accepting the benefits provided in the paragraphs above, she is receiving additional benefits to which she would not otherwise be entitled under her employment agreement, and none of the actions of the City and/or the other Releasees, including the consideration for this Agreement, shall be considered or construed as an admission by the City or Releasees of any fault, liability, culpability, or wrongdoing.
9. Northrop represents and acknowledges that in executing this Agreement, she does not rely, and has not relied, upon any prior representation made by the City or any of the other Releasees with regard to the subject matter of this Agreement.
10. By Northrop's signature below, she represents and confirms that she (a) has read this Agreement carefully and completely, (b) has been informed of her right to consult with legal counsel of her choosing, and has had ample opportunity to do so, (c) understands all provisions contained in this Agreement, (d) understands that this is a legally binding Agreement, and (e) enters into this Agreement freely and voluntarily.
11. This Agreement shall be binding on the parties' heirs, successors, assigns, and legal representatives forever.
12. The City, on behalf of itself, its elected officials and employees and Northrop agree they shall not disparage each other in any manner to any individual, entity or party whatsoever in any forum, including any form of social media. Disparage, as used in this Agreement includes to directly or indirectly speak or write negatively about the City or Northrop. The City will respond to any inquiry from third parties that Northrop is eligible for rehire by the City as the City Administrator.
13. This Agreement contains the entire agreement between the parties with regard to


the termination of Northrop's employment with the City and there are no other understandings or agreements, written, verbal, or otherwise, among the parties to this Agreement except those expressly stated or referred to in this document.

14. If any provision or provisions of this Agreement are for any reason declared invalid, the parties agree that all other provisions shall remain fully valid and enforceable.
15. This Agreement is entered into and performable in Wise County, Texas and shall be interpreted and enforced in accordance with the laws of the State of Texas. Should any action be brought for the enforcement of this Agreement, venue shall be in Wise County, Texas.
16. By Northrop's signature below, she represents and confirms that she has been informed that (a) this Agreement does not waive rights or claims that may arise after the date this Agreement is executed; (b) she has twenty-one (21) days to consider this Agreement and that signing prior to the expiration of twenty-one (21) days will be considered a waiver of this requirement; and (c) she has seven (7) days after signing this Agreement to revoke the Agreement, and the Agreement will not be binding until that revocation period has expired. Failure of Northrop to revoke this Agreement during said seven-day revocation period shall mean it becomes binding on all parties at 12:01 a.m. of the eighth day after Northrop executes same.
17. The parties agree that the benefits in paragraph one will be paid or provided, as the case may be, not earlier than eight (8) nor later than ten (10) days after the date Northrop executes this Agreement.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

SIGNED IN DUPLICATE ORIGINALS AND BINDING this 4 day of August 2022.

**CYNTHIA NORTROP**

  
\_\_\_\_\_  
Cynthia Northrop

8-4-2022  
\_\_\_\_\_  
Date

**CITY OF RHOME, TEXAS**

  
\_\_\_\_\_  
Josh McCabe  
Mayor Pro Tem

4 AUG 22  
\_\_\_\_\_  
Date

THE STATE OF TEXAS §  
§  
COUNTY OF WISE §

Before me on this day personally appeared **Cynthia Northrop**, known to me [or proved to me on the oath of Cynthia Northrop or through Driver License (description of identity card or other document)] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4 day of August,  
A.D. 2022.

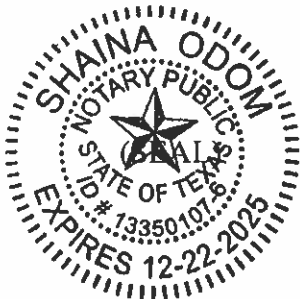


Shaina Odom  
Notary Public, State of Texas  
Shaina Odom  
Notary's Name Printed

THE STATE OF TEXAS §  
§  
COUNTY OF WISE §

Before me on this day personally appeared **Josh McCabe, Mayor Pro Tem of the City of Rhome, Texas** known to me [(or proved to me on the oath of Josh McCabe or through Driver License (description of identity card or other document))] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4 day of August,  
A.D. 2022.



Shaina Odom  
Notary Public, State of Texas  
Shaina Odom  
Notary's Name Printed

# Exhibit A

## City Administrator Consulting Services Agreement

## **EXHIBIT 'A'**

### **City Administrator Consulting Services Agreement Northrop**

The parties to this agreement are the City of Rhome, Texas (City) and Cynthia Northrop, an individual residing in Wise County, Texas (Consultant). For and in consideration of the mutual undertakings set forth herein, the parties agree as follows:

#### **Agreement**

1. Consultant agrees to advise and assist the City's Interim City Administrator and eventual permanent City Administrator in the operations and management of the various departments of the City, including the preparation of the City's budget. Consultant's services shall be overseen and supervised by the Interim City Administrator or successor City Administrator.
2. Consultant shall also perform such additional duties as reasonably requested by the City Council or City Administrator.
3. City shall pay Consultant on an hourly basis of \$50.00 per hour for work performed pursuant to this Agreement effective as of August 5, 2022, to be paid to Northrop at the same time as other employees of the City are paid. Such hours of work shall be submitted in writing to the Interim City Administrator or his successor on or before the last full business day of each pay period to be paid upon approval by the Interim City Administrator or his successor on the next following regular pay period. The Consultant will be responsible for the payment of any taxes associated with the pay received pursuant to this Agreement and the City shall not make any tax withholding unless otherwise agreed by the parties in a separate written agreement.
4. The term of this Agreement shall be from August 5, 2022 until February 28, 2023. This Agreement may be extended by the agreement of both parties in writing. This agreement may be terminated by either party at any time for any reason effective upon mailing or hand delivery of a ten-(10) days written notice.

#### **Miscellaneous**

1. **Assignment.** The agreement may not be assigned by either party.
2. **Hold Harmless.** To the extent allowed by Texas law, CITY shall indemnify and hold harmless the CONSULTANT from and against any and all liability, claims, suits, demands and causes of action, (including, but not limited to, attorney's fees and cost of litigation), which may arise from CONSULTANT's performance under this Agreement, and CITY will, at its own cost and expense, defend and protect the CONSULTANT against any and all such claims and demands.

3. Data and File Retention. All data reports and other documentation (other than Consultant's drafts, notes and internal memorandum) shall become property of the City upon termination of this Agreement. Consultant shall deliver all such data and documentation described above on or before final payment of all sums due Consultant under this Agreement. Consultant shall not retain copies of data or documentation.
4. Independent Contractor. Consultant's role shall be that of an independent contractor, nothing herein is intended to create or shall be construed as creating a fiduciary or employer/employee relationship between the City and Consultant.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue in the event of a dispute shall be in Wise County, Texas.
6. Severability. In any provision of this Agreement is declared or found to be illegal, unenforceable, or void, both parties shall be relieved of all obligations under that provision. The remainder of this Agreement shall be enforced to the fullest extent permitted by law.
7. Waivers. All conditions, covenants, duties and obligations contained in this Agreement can be waived only by written agreement executed by all parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, not in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.
8. Whole and Entire Agreement. This instrument contains the whole and entire agreement of the parties hereto and correctly sets for the rights, duties and obligations of each to the others as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
9. Attorney's Fees. If it becomes necessary for either party to take legal action to interpret or enforce this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, reasonable attorney's fees and court costs. The right to recover these fees is provided by section 271.159 of the Texas Local Government Code.
10. Notices. Any notice to be given by one party to the other pursuant to this Agreement shall be deposited with the United States Postal Services postage prepaid and addressed as follows:



Cynthia Northrop  
213 Anvil Drive  
Haslet, Texas 76052

Interim City Administrator  
City of Rhome  
P.O. Box 228  
Rhome, Texas 76078

Copy to:  
Rhome City Attorney  
Carvan E. Adkins  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
I-30 at Bryant-Irvin Road  
Fort Worth, Texas 76107

EXECUTED TO BE EFFECTIVE ON THE 5<sup>th</sup> DAY OF August 2022.

**City of Rhome**

---

Eric Debus, Interim City Administrator

**Consultant**

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Cynthia Northrop