



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | 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

Interim Fire Chief
Michelle Di
Credico

Police Chief
Eric Debus

Public Works
Director

NOTICE OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, September 22, 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 may be

Live Streaming the meeting using GoToMeeting.

Please call 1 (571) 317-3116 Access Code 202-232-509

Toll Free 1-866-899-4679

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 Jeremy Laux

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 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 is unable to read their own comment, it should be given to a friend, family member, or associate, that is able to attend in person and read the statement in their stead.
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

- Bulk Trash Pick-Up – First Tuesday of Each Month
- Quarterly Household Hazardous Waste Pick-Up – October 11, 2022 (Tuesday)
- City Offices Closed October 10, 2022 – Columbus Day

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. City Council meeting Minutes dated August 25, 2022 **(City Secretary)**
- B. City Council meeting Minutes dated September 8, 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 – Old Business

- D. Discussion and any necessary action regarding facilities **(Priest)**

Regular Agenda – New Business

- E. Discussion and any necessary action regarding City Hall Lease **(City Administrator)**
- F. Discussion and any necessary action regarding grant approval for Police Department and active shooter response policy **(Police Chief)**

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:

- G. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney
 - Consultation with Attorney
 - Newark ETJ CCN
 - FM 4668
- H. 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
- I. 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
- J. 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.

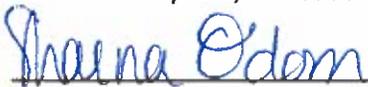
A quorum of Parks & Recreation Board Members may be present at this meeting and its members may participate in the discussions of the items on the agenda over which they have responsibilities or authority.

**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 September 19, 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: _____



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 cityadministrator@cityofrhome.com

AGENDA ITEM A



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhame, Texas 76078

Telephone: 817-636-2462

www.cityofrhame.com | citysecretary@cityofrhame.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

Interim Fire Chief
Michelle
DiCredico

Police Chief
Eric Debus

**Public Works
Director**

MINUTES OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, August 25, 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

Call to Order and Establish a Quorum –

Mayor Mitchell called the meeting to order at 6 pm. Council Member Meehan was absent.

Invocation – Pastor Jeremy Laux

Pastor Jeremy Laux 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

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@cityofrhame.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.*
 - *Lisa Ann Wilson – 240 W First Street*
 - *Ashley Majors – 200 Dogwood Street*
 - *Shirley Mize – 170 Russell Street*
 - *Deborah BeCraft – 360 W Second Street*
 - *JoAnn Wilson – 240 W First Street*
 - *Donna DeGarmo – 104 Kensington*
 - *Richard Dean – 315 Oak Court*

Announcements from Mayor and Council Members

- September 5, 2022 City Hall Closed for Labor Day
- September 6, 2022- Bulk Trash Pick-up
- City Council Meeting September 8, 2022 at 6 pm
- Planning and Zoning Meeting September 12, 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 August 11, 2022 **(City Secretary)**
- B. Minutes of regular Planning and Zoning meeting dated July 11, 2022 **(City Secretary)**
- C. Swearing in New Rhome Police Officer – Juan Munoz **(Chief Debus)**

Council Member Tye made a motion to approve the consent agenda as presented, Council Member Konegni seconded the motion. Motion passed unanimously. Police Chief Debus swore in new Rhome Police Officer Juan Munoz.

Public Hearing

- D. Rhome City Council to conduct Public Hearing to hear citizen input regarding the proposed Budget for Fiscal Year October 1, 2022 to September 30, 2023

Mayor Mitchell opened the public hearing at 6:44 pm. Deborah BeCraft and Shirley Mize made comments regarding the proposed budget. Mayor Mitchell closed the public hearing at 7:04 pm.

- E. Rhome City Council to conduct a Public Hearing on Monday, August 22, 2022, and The City of Rhome City Council will hold a Public Hearing on Thursday August 25, 2022 for the purpose of hearing comments regarding a text amendment to the City of Rhome Zoning Code that will amend the sections to create the uses of “Brewery” and “Small Event Venue”, Defining said uses and permitting said uses within the “C” Commercial Zoning District, and to define the use to “Tourist Home (Bed and Breakfast)”; providing a cumulative clause; providing a severability clause; providing a penalty clause; providing a savings clause; providing a publication clause; and providing for an effective date.

Mayor Mitchell opened the public hearing at 6:30 pm. Deborah BeCraft and Judge Brian Walker made comments in support of the zoning text change. Mayor Mitchell closed the public hearing at 6:37 pm

- F. Rhome City Council to conduct a Public Hearing to consider a replat by the City of Rhome, Texas of two tracts of land; one tract being legally described as Acres: 3.600, Abst: A-634 MEP & PRR and is located on the SE corner of US Highway 287 Northbound Service Road and B.C. Rhome; and one tract of land being legally described as Acres: 1.253, Lot: 1, Blk: 1, Subd: TACO CASA RHOME ADDITION, Abst: A-634 MEP & PRR - just west of Taco Casa located at 201 School Road, Rhome, Texas 76078

Mayor Mitchell opened the public hearing at 6:40 pm. Deborah BeCraft made a comment in support of the replat. Mayor Mitchell closed the public hearing at 6:41 pm

Regular Agenda – Old Business

- G. Discussion and any necessary action regarding the proposed budget for Fiscal Year October 1, 2022 to September 30, 2023 **(City Administrator)**

Council Member Tye made a motion to approve, Council Member Priest seconded the motion. A record vote was taken 3-1. Final approval of budget will be made on September 8, 2022.

McCabe – Aye

Tye – Aye

Priest – Aye

Konegni - Nay

- H. Discussion and any necessary action regarding drainage project **(City Administrator)**

Council member Tye made a motion to approve, Mayor Pro-Tem McCabe seconded the motion. Motion passed unanimously.

Regular Agenda – New Business

- I. Discussion and any necessary action regarding the Proposed Tax Rate for 2022, take a record vote and schedule the Public Hearing **(City Administrator)**

Mayor Pro-Tem McCabe made a motion to approve the proposed tax rate for 2022, Council Member Tye seconded the motion. A record vote was taken, 4-0. Final approval for the proposed tax rate for 2022 will be made on September 8, 2022.

McCabe – Aye

Tye – Aye

Priest – Aye

Konegni - Aye

- J. Discussion and any necessary action regarding a text amendment to the City of Rhome Zoning Code that will amend the sections to create the uses of “Brewery” and “Small Event Venue”, Defining said uses and permitting said uses withing the “C” Commercial Zoning District, and to define the use to “Tourist Home (Bed and Breakfast)”; providing a cumulative clause; providing a severability clause; providing a penalty clause; providing a savings clause; providing a publication clause; and providing for an effective date. **(City Administrator)**

Council Member Priest made a motion to modify the uses in the Commercial Zoning to include “Brewery” and “Small Event Venue” with a Specific Use Permit, and to define “Tourist Home (Bed and Breakfast). Council Member Konegni seconded the motion. Motion passed unanimously.

- K. Discussion and any necessary action regarding a replat by the City of Rhome, Texas of two tracts of land; one tract being legally described as Acres: 3.600, Abst: A-634 MEP & PRR and is located on the SE corner of US Highway 287 Northbound Service Road and B.C. Rhome; and one tract of land being legally described as Acres: 1.253, Lot: 1, Blk: 1, Subd: TACO CASA RHOME ADDITION, Abst: A-634 MEP & PRR - just west of Taco Casa located at 201 School Road, Rhome, Texas 76078 **(City Administrator)**

Mayor Pro-Tem McCabe made a motion to approve the replat, Council Member Tye seconded the motion. Motion passed unanimously.

- L. Discussion and any necessary action regarding QT Site Plan **(City Administrator)**

Council Member Tye made a motion to approve QT site plan contingent on Tx Dot permits. Mayor Pro-Tem McCabe seconded the motion. Motion passed unanimously.

- M. Discussion and Presentation regarding Prairie Point Development **(City Administrator)**

Troy Lewis came in a did a presentation on upcoming Prairie Point Development

- N. Discussion and any necessary action regarding insurance clause on park contracts **(McCabe)**

Discussion regarding insurance requirements on park use. City Attorney Adkins said we added the insurance clause for large venues like a Circus or Fair, and is not necessary for smaller birthday parties and events, staff discretion. No action was taken.

- O. Discussion and any necessary action regarding city park contracts **(McCabe)**

Council directed staff to look into rentals for parks

- P. Discussion and any necessary action regarding Rhome facilities **(Priest)**

Council discussed the city facility options. No action was taken

- Q. Discussion and necessary action regarding Rhome Municipal Ordinance Sec. 1.04.007 Approval of Legal Documents. **(Mayor)**

Council member Priest made a motion to ratify the contracts. Council member Tye seconded the motion. Motion passed 3-1 Konegni against.

- R. Discussion and necessary action regarding contract signed August 4, 2022 by Mayor Pro-Tem McCabe and former City Administrator Cynthia Northrop. **(Mayor)**

Council member Priest made a motion to ratify the contracts. Council member Tye seconded the motion. Motion passed 3-1 Konegni against.

- S. Discussion and necessary action regarding contract signed August 4, 2022 by Mayor Pro-Tem McCabe and Police Chief/Interim City Administrator Eric Debus. **(Mayor)**

Council member Priest made a motion to ratify the contacts. Council member Tye seconded the motion. Motion passed 3-1 Konegni against.

- T. Discussion and necessary action regarding Ordinance 2021-23 approved by Council November 15, 2021 **(Mayor)**

No action was taken

- U. Discussion and necessary action regarding more than one-half million dollars in costs the City of Rhome has incurred due to employee resignations. **(Mayor)**

Mayor Pro-Tem McCabe read a letter of resignation from former Fire Chief Darrell Fitch and a public post by former public works William Osborn regarding the work environment in Rhome. No action was taken.

Mayor Mitchell left the meeting at 8:10 pm.

Convene into Executive Session –

Mayor Pro-Tem McCabe convened into executive session at 8:38 pm

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:

- V. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney
- Aurora Policing
 - Production Request
- W. 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

- *0 East Morris Street*

- X. 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
- Y. 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 Pro Tem McCabe reconvened into regular session at 9:14 pm. No action was taken as a result of 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 the meeting, Council Member Priest seconded the motion. Motion passed unanimously.

Meeting adjourned at 9:15 p.m.

Patricia Mitchell,
Mayor

ATTEST:

Shaina Odom
City Secretary



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 cityadministrator@cityofrhome.com

AGENDA ITEM B

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

Interim Fire Chief
Michelle Di
Credico

Police Chief
Eric Debus

**Public Works
Director**

MUNICIPAL MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, September 8, 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

Call to Order and Establish a Quorum –

Mayor Mitchell called the meeting to order at 6 pm. Council Member Meehan was late to the meeting. *Council Member Meehan Joined the meeting during Public Comment*

Invocation – Pastor Heath Van Zandt

Pastor Heath 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

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 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.*
 - *Michelle DiCredico – 202 Cheyenne Trail N*
 - *Ashley Majors – 200 Dogwood*
 - *Lisa Ann Wilson – 240 W First Street*
 - *Tommie Eason - 1107 Mount Lane*
 - *JoAnn Wilson – 240 W First Street*
 - *Donna DeGarmo – 104 Kensington Court*
 - *Deborah BeCraft – 360 W Second*

Announcements from Mayor and Council Members

- Bulk Trash Pick-Up – First Tuesday of Each Month

Consent Agenda (Estimated 2 minutes)

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. Resolution and Ordinance approving Rate Tariffs between the Atmos Steering Committee and the Atmos Energy Corporation **(City Secretary)**

Council Member Tye made a motion to approve, Council Member Meehan seconded the motion. Motion passed unanimously.

Monthly Staff Reports and Board Minutes

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

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

Item was tabled until next scheduled council meeting.

Public Hearing

- C. Rhome City Council to conduct Public Hearing to hear citizen input regarding the proposed tax rate for Fiscal Year October 1, 2022 to September 30, 2023

Mayor Mitchell opened the public hearing at 6:26 pm.

- Steve Knight – 1313 Prairie Point Drive
- Deborah BeCraft – 360 W Second Street

Mayor Mitchell closed the Public Hearing at 6:28 pm.

Regular Agenda – Old Business

- D. Discussion and any necessary action regarding Ordinance No. 2022-17 adopting the Budget for Fiscal Year October 1, 2022 to September 30, 2023, Record Vote Required **(City Administrator)**

This budget will raise more revenue from property taxes than last year's budget by an amount of \$86,054, which is a 9.67% increase, and of that amount \$3,563.81 is tax revenue to be raised from new property added to the tax roll this year.

Council Member Tye made a motion to approve the 2022-2023 Budget, Council Member Priest seconded the motion. Record Vote:

McCabe – Aye

Tye – Aye

Priest- Aye

Konegni – Aye

Meehan - Aye

- E. Discussion and any necessary action regarding Ordinance No. 2022-18 ratifying ad valorem property tax revenue reflected in the adopted Fiscal Year October 1, 2022 to September 30, 2023 Annual Budget Record Vote Required **(City Administrator)**

THE TAX RATE WILL RAISE MORE REVENUE BY 9.67 PERCENT AND WILL LOWER TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$32.04

Council Member Priest made a motion to approve the 2022-2023 Tax rate, Council Member Tye seconded the motion.
Record Vote:

McCabe – Aye

Tye – Aye

Priest- Aye

Konegni – Aye

Meehan - Aye

F. Discussion and any necessary action regarding IT services **(City Administrator)**

Mayor Pro-Tem McCabe made a motion for Interim City Administrator, Eric Debus, to execute the contract for IT services, Council Member Konegni seconded the motion. Motion passed unanimously.

Regular Agenda – New Business

G. Discussion and any necessary action regarding House Bill 2840 **(Priest)**

Council Member Priest presented her ideas on removing “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” in the public comments section of the agenda. Council Member Priest made a motion to no longer require the City Secretary to read public comments. Mayor Pro-Tem McCabe seconded the motion. Motion passed unanimously.

Convene into Executive Session – No executive session was held.

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:

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

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

Meeting adjourned at 6:48 p.m.

Patricia Mitchell,

Mayor

ATTEST:

Shaina Odom
City Secretary



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 cityadministrator@cityofrhome.com

AGENDA ITEM C



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

Administration by the Numbers – August 2022

Bank Statement Balances

Account Name	Balances as of August 2021	Balances as of August 2022
2019 Bond Checking	\$4,071.56	\$0.00
Business Checking	New Account 2022	\$2,416,450.68
Fire Dept Checking	\$92,743.83	\$64,632.24
Fire Dept Savings - Quarterly Statement	\$40,793.32	\$ 61,123.00
General Fund Checking	\$581,152.73	\$352,683.10
General Fund Savings	\$270,583.24	\$220,246.00
Hotel Motel Tax	\$87,488.02	\$17.27
Interest & Sinking	\$206,432.13	\$440,39.97
LOGIC	\$964,600.79	\$332,173.12
MC Building Security	\$335,037.24	\$8.09
MC Technology Fund	\$16,625.65	\$.21
Meter Deposits	\$98,492.48	\$121,882.30
Parks & Recreation Checking	\$30,097.17	\$10.29
Payroll ZBA Account	\$0.00	\$0.00
Police Grant Account	\$2836.05	\$.55
Police Seizure Funds	\$100.53	\$2.38
Rhome Beautification Fund	\$451.00	\$1140.00
Rolling V	\$27,578.54	\$0.00
TEXSTAR	\$71,900.54	CLOSED
Water & Sewer Checking	\$59,168.59	\$218,480.41
TOTAL	\$2,890,153.41	\$3,788,849.64

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.

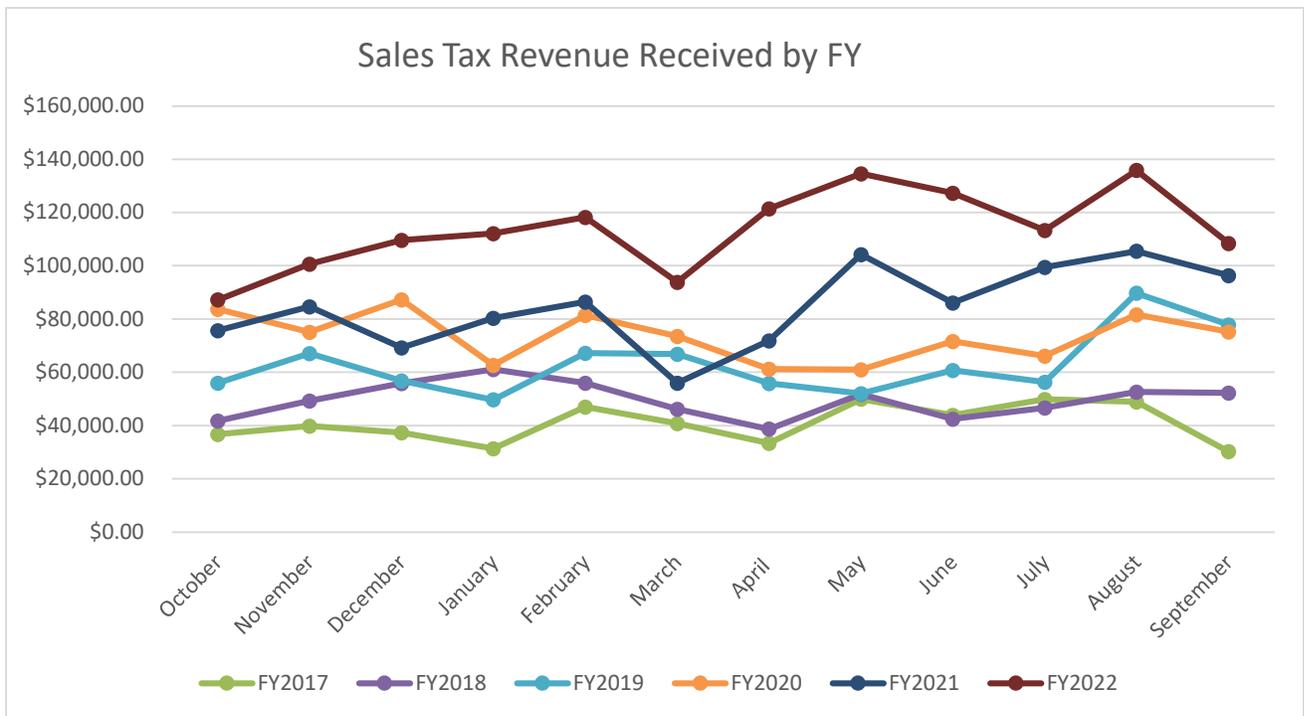
During the month of September 2021, the following account was closed:

- **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

August 2022 –

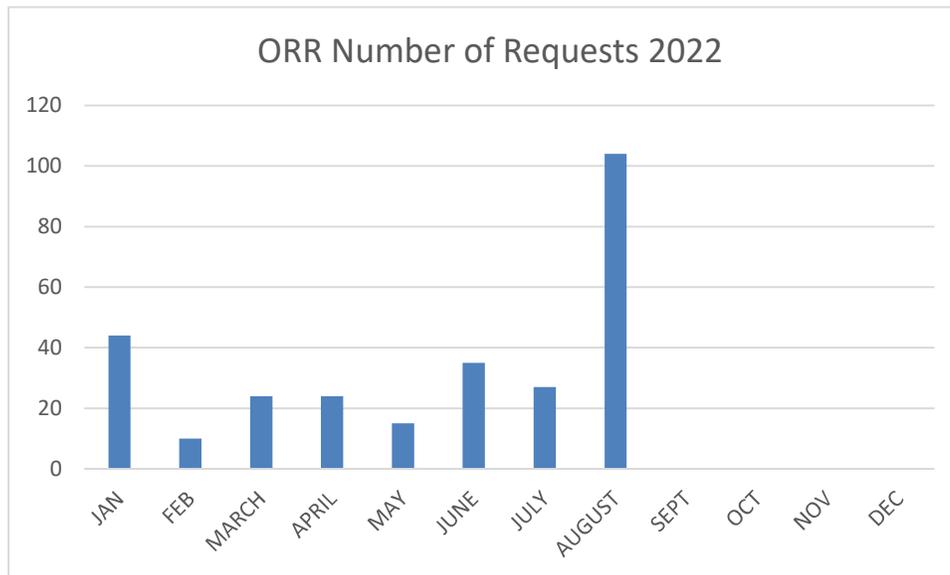
Month Received	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
October	\$36,761.46	\$41,715.19	\$55,994.48	\$83,748.34	\$75,745.64	\$87,240.35
November	\$39,909.64	\$49,257.27	\$67,076.39	\$75,077.06	\$84,636.19	\$100,616.96
December	\$37,325.73	\$55,857.75	\$56,827.29	\$87,313.44	\$69,183.69	\$109,601.99
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	\$135,847.46
September	\$30,263.17	\$52,300.18	\$77,788.90	\$75,181.40	\$96,366.36	\$108,366.36
Total	\$489,595.61	\$594,864.73	\$756,112.07	\$880,635.57	\$1,015,847.29	\$1,362,425.94



Requests for Information:

Calendar YTD Requests for Information

Requests Received	287
Pending / Open	42
Sent for Attorney General Opinion (RFO)	26
Complete / Closed	219
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	166.5 HRS
Approximate Supply Cost	\$9
Approximate Staff Cost	\$4160.50



2022-183	Ruby Sargento	1-Aug	8/15	I am requesting a list of all residential properties in the city of RHOME that have had Fire Damage any time between July 1, 2022 and July 31, 2022. I only need the property addresses. I do not want any other information regarding the fire damage.	20	8/5
----------	---------------	-------	------	---	----	-----

2022-184	Ruby Sargento	1-Aug	8/15	I am requesting a list of all residential properties in the city of RHOME Grass/Weed code violations any time between July 1, 2022 and July 31, 2022. Kindly make sure that the response list will only include High or Tall Grass/Weed Code Violations. I only need the property addresses. I do not want any other information regarding the code violation.	75	8/5
2022-185	Ruby Sargento	1-Aug	8/15	I am requesting a list of all residential rental properties in the city of RHOME that were registered any time between July 1, 2022 and July 31, 2022. I only need the property addresses. I do not want any other information regarding the rental properties	20	8/5
2022-186	Jonna Amos	4-Aug	8/18	I am sending this email to request for any and all records regarding the building of the home at 1112 Mount Ln Rhome Tx. I believe the land was sold in late 2014 and house was built sometime in 2016. So the coverage of this request could be in that two year timeframe. Please include all builder's information, drainage system for building the home, any emails, phone records, plot descriptions, easements, and inspections done by or on behalf of the City of Rhome. Who was the inspector that signed off on the property? If it was not a Rhome employee what was the company and who was the inspector. I will need the Name of the company, and the phone numbers associated with the Inspection company as well. I would also like to know, who by NAME were on the City Council and the Mayor (or acting Mayor- Or Mayor- Pro-Tem) from 2014 to the end of 2016.	180	8/17

2022-187	Cara Hill	5-Aug	8/19	Under the Texas Public Information Act, I'd like to request an electronic listing(s) of all PAID employees/staff/elected and appointed officials of the city of Rhome, Texas with salary information for the time period 1/1/2020 – 12/31/2020. Specifically, I'm seeking a spreadsheet, database or delimited text file(s) (.txt, .csv or .xls(x)) or .pdf in electronic format — not paper records — with the following fields for each employee/staff member/official: Last Name, First Name, Title/position, Race, Gender, City employed by, Full-time/Part-time status, Hire Date, and Gross Annual Salary. (If you can't produce all these fields, please let me know so we can discuss narrowing the scope of our request). *** If you have INCODE software, the "Employee List" report provides a current listing of employees with all data fields except, race, gender and FT/PT status – that will be perfectly acceptable or the "PY Transparency File Listing which allows you to pull by specific Date Range and also gives all but race, gender and FT/PT status. *** In addition, please include any field/code definitions that may be needed to interpret the data, as well as a layout document. We request the data be provided via email to Cara@Shadowsoft.com or CD	60	8/22
2022-188	James Hunt	5-Aug	8/19	City administrator original contract	30	8/22
2022-189	James Hunt	5-Aug	8/19	City administrator revised contract	30	8/22
2022-190	James Hunt	5-Aug	8/19	Any other information about changes made from original to final contract.	30	8/22
2022-191	Shirley Mize	5-Aug	8/19	Cynthia Northrop, City Administrator contract - copy of contract of release of 08/04/2022 \$25,000	30	8/22
2022-192	Shirley Mize	5-Aug	8/19	Cynthia Northrop, City Administrator contract - copy of contract of severance pay of 08/04/2022 \$100,000	30	8/22

2022-193	Shirley Mize	5-Aug	8/19	Cynthia Northrop, City Administrator contract - copy of contract of retainer consulting fee \$50.00 Hour of August 4, 2022 term from August 5, 2022 to February 28, 2023	30	8/22
2022-194	Shirley Mize	5-Aug	8/19	Eric Debus, Interim City Administrator contract - copy of contract of interim position of \$105,600	30	8/22
2022-195	Shirley Mize	5-Aug	8/19	Request verification that Eric Debus gets both (Police Chief & Interim City Administrator) salaries and city will still provided a vehicle to Eric Debus to resident location and back City of Rhome location	15	8/22
2022-196	Shirley Mize	5-Aug	8/19	Request a copy of all City of Rhome exiting employee's "exiting reviews" for the past two years	30	8/22
2022-197	Shirley Mize	5-Aug	8/19	Request verification of who will be the Police Chief Interim as of 08/05/2022	15	8/22
2022-198	JoAnn Wilson	7-Aug	8/19	Please provide the following information. Rather than redo the whole request you may choose to annotate the dates as provided. The request is for the former Administrator dates: Last date of employment	30	8/22
2022-199	JoAnn Wilson	7-Aug	8/19	Date name removed from all bank accounts	15	8/22
2022-200	JoAnn Wilson	7-Aug	8/19	Date all passwords deleted and access to City computers terminated and staff able to access.	15	8/22
2022-201	JoAnn Wilson	7-Aug	8/19	Date Laptop turned in	15	8/22
2022-202	JoAnn Wilson	7-Aug	8/19	Date city phone turned in	15	8/22
2022-203	JoAnn Wilson	7-Aug	8/19	Date credit card turned in and name removed	15	8/22
2022-204	JoAnn Wilson	7-Aug	8/19	Date access to all city buildings stopped and keys turned in.	15	8/22
2022-205	JoAnn Wilson	7-Aug	8/19	Date all insurance provided by City terminated	30	8/22
2022-206	JoAnn Wilson	7-Aug	8/19	Date access to TOASE for City of Rhome terminated for consultant.	15	8/22
2022-207	JoAnn Wilson	7-Aug	8/19	Amount per hour charged for use of City Bldgs or equipment	15	8/22
2022-208	JoAnn Wilson	7-Aug	8/19	Date staff informed on how to retrieve Cloud info.	15	8/22

2022-209	JoAnn Wilson	7-Aug	8/19	Date all emails archived and staff advised how to retrieve	15	8/22
2022-210	JoAnn Wilson	7-Aug	8/19	Date Rhome Web Page and Facebook access terminated and date staff able to access.	15	8/22
2022-211	JoAnn Wilson	7-Aug	8/19	Date checks and balances in place to insure proper charges for consultant.	15	8/22
2022-212	Ashley Majors	8-Aug	8/22	Can I have any contracts for Cynthia, please?	30	8/22
2022-213	Sam Eason	8-Aug	8/22	All recordings between the current mayor and any Rhome staff from May 18, 2022 to August 6, 2022	60	8/22
2022-214	Sam Eason	8-Aug	8/22	May I have the new contract between Cynthia Northrop and the City of Rhome discussed in the August 4, 2022 special council meeting	60	8/22
2022-215	Ashley Majors	8-Aug	8/22	The number of interviews Cynthia has done for the PW Director position.	30	8/22
2022-216	Ashley Majors	8-Aug	8/22	All results of interviews and written documentation for the PW Director position.	30	8/22
2022-217	Ashley Majors	8-Aug	8/22	Copies of applications for the PW Director position	30	8/22
2022-218	Ashley Majors	8-Aug	8/22	Was our current employees offered the position?	30	8/22
2022-219	Amy Neal	8-Aug	8/22	Under the Texas Public Information Act. §6252-17a et seq., I am requesting the separation agreement between the city and Cynthia Northrop, the consultant contract, and Chief Eric Debus' hiring contact.	60	8/22
2022-220	Ashley Majors	8-Aug	8/22	Is Municipal Court a Department Head?	15	8/22
2022-221	Lisa Ann Wilson	10-Aug	8/24	Please provide resignation letters for Cynthia Northrop		
2022-222	Lisa Ann Wilson	10-Aug	8/24	Please provide resignation letters for Chief Love		
2022-223	Lisa Ann Wilson	10-Aug	8/24	Please provide resignation letters for Chief Fitch		
2022-224	Lisa Ann Wilson	10-Aug	8/24	Please provide resignation letters for Shannon Montgomery		
2022-225	Lisa Ann Wilson	10-Aug	8/24	Please provide resignation letters for Shawn Densmore		
2022-226	Lisa Ann Wilson	10-Aug	8/24	Names of all consultants		
2022-227	Lisa Ann Wilson	10-Aug	8/24	Names of all retainer individuals		

2022-228	Lisa Ann Wilson	10-Aug	8/24	name of all contractors		
2022-229	Lisa Ann Wilson	10-Aug	8/24	name of all part time workers		
2022-230	Lisa Ann Wilson	10-Aug	8/24	name of all stipend (fire Department)paid out by individuals for this FY		
2022-231	Lisa Ann Wilson	10-Aug	8/24	Copies of each contract		
2022-232	Deborah BeCraft	10-Aug	8/24	Also please include the month of May 2022 in the request for the public works credit card statement and bank statements.		
2022-233	Deborah BeCraft	10-Aug	8/24	Receipts or other documents showing how the current mayor, previous mayor and previous council woman cost the city \$500,000 that Councilman McCabe referenced in the Aug 4, 2022 special meeting. (it was also in the newspaper) and receipts on how this money was spent.		
2022-234	Deborah BeCraft	10-Aug	8/24	A copy of the bank statements for Public works for June and July 2022		
2022-235	Deborah BeCraft	10-Aug	8/24	A copy of the credit card statements for Public works for 2022 and a list of who has access to use.		
2022-236	Deborah BeCraft	10-Aug	8/24	A copy of the credit card statements for city hall for May, June, July 2022 and who is authorized to use		
2022-237	Deborah BeCraft	10-Aug	8/24	A copy of the credit card statements for the Fire Dept and who has access to use for 2022		
2022-238	Deborah BeCraft	10-Aug	8/24	A copy of the bank statements for all fire department accounts for 2022		
2022-239	Deborah BeCraft	10-Aug	8/24	A list of every debt, loan and bond the city has along with the receipts for payments for 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022. This does not include monthly utility bills, payroll, retirement, insurance or other monthly fees or bills. Just include ever loan, no matter the type and the payments for those loans for the years listed.		

2022-240	JoAnn Wilson	11-Aug	8/25	During the August 4, 2022 Rhome Council Meeting three prepared statements were read: – two by Josh McCabe the other one by Cynthia Northop. Please provide a copy of each speech.		
2022-241	JoAnn Wilson	11-Aug	8/25	Additionally please include facts and figures on how the \$500,000 cost that McCabe claimed was calculated and by whom.		
2022-242	JoAnn Wilson	11-Aug	8/25	They also want to make the Mayor Pro Tem have the same powers as the mayor. Please provide legal reference to support this. The statue reads “when the mayor is unavailable” this is already state law.		
2022-243	Deborah BeCraft	11-Aug	8/25	Time the Mayor Pro-Tem, Josh McCabe signed the contracts for Cynthia Northrop and Eric Debus on Aug 4, 2022. A copy of the notary log should have this, please redact any personal info such as drivers lic., birthdate, phone and address.		
2022-244	Amy Neal	15-Aug	8/29	Can you please include Cynthia Northrop’s original contract as apart of the open records request as well?	60	8/22
2022-245	Ashley Majors	15-Aug	8/29	I would like to request resignation letters and exiting interviews for all employees for the past two years.		
2022-246	Lisa Ann Wilson	16-Aug	8/30	In a previous meeting the former Administrator mentioned that she was in negotiation with an applicant for Public Works Director. At a later council meeting a council woman was heard to say that there are no applicants. It appears to be not listed on TML nor is the Public Works Worker. Also, the Administrator or Fire Chief vacancies are not on TML. Please provide status of all and copy of the advertisement(s) to include local media and Plumbers Union etc.		
2022-247	Lisa Ann Wilson	16-Aug	8/30	City of Rhome stationary shows Michelle DiCredico as Fire Chief and not as interim chief. Please provide a copy of her contract as Fire Chief to include information relative to compensation for this appointment. Also include the date this was voted on by the Council.		

2022-248	Lisa Ann Wilson	16-Aug	8/30	Please provide copies of all correspondence to the City of Breckenridge TX for the past two months from the council, department heads (including interim) and City of Rhome relative to Cynthia Northrop.		
2022-249	Lisa Ann Wilson	16-Aug	8/30	Please provide copies of all emails/texts memos, letters, written communication exchange from April 2022 to present between Cynthia Northrop and :Public Works Director(Former)	200	
2022-250	Lisa Ann Wilson	16-Aug	8/30	Please provide copies of all emails/texts memos, letters, written communication exchange from April 2022 to present between Cynthia Northrop and : Assistant Fire Chief		
2022-251	Lisa Ann Wilson	16-Aug	8/30	Please provide copies of all emails/texts memos, letters, written communication exchange from April 2022 to present between Cynthia Northrop and : Fire Chief (to include interim)		
2022-252	Lisa Ann Wilson	16-Aug	8/30	Please provide copies of all emails/texts memos, letters, written communication exchange from April 2022 to present between Cynthia Northrop and : Police Chief		
2022-253	Lisa Ann Wilson	16-Aug	8/30	Please provide copies of all emails/texts memos, letters, written communication exchange from April 2022 to present between Cynthia Northrop and : Interim City Administrator		
2022-254	Lisa Ann Wilson	16-Aug	8/30	Please provide copies of all emails/texts memos, letters, written communication exchange from April 2022 to present between Cynthia Northrop and : Josh McCabe		
2022-255	Lisa Ann Wilson	16-Aug	8/30	Please provide copies of all emails/texts memos, letters, written communication exchange from April 2022 to present between Cynthia Northrop and : Elaine Priest		
2022-256	Lisa Ann Wilson	16-Aug	8/30	Please provide copies of all emails/texts memos, letters, written communication exchange from April 2022 to present between Cynthia Northrop and : Michelle Tye		
2022-257	Lisa Ann Wilson	16-Aug	8/30	Please provide copies of all emails/texts memos, letters, written communication exchange from April 2022 to present between Cynthia Northrop and : Office Staff relative to City Business		

2022-258	Lisa Ann Wilson	16-Aug	8/30	Please provide copies of all emails/texts memos, letters, written communication exchange from April 2022 to present between Cynthia Northrop and : City Attorney		
2022-259	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Cynthia Northrop		
2022-260	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Jo Ann Wilson		
2022-261	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Ashley Majors		
2022-262	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Sam Eason		

2022-263	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Josh McCabe		
2022-264	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Michelle Tye		
2022-265	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Elaine Priest		
2022-266	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Shannon Montgomery		
2022-267	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Shania Odom		

2022-268	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Michelle DiCredico		
2022-269	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Darrell Fitch		
2022-270	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Shawn Densmore		
2022-271	Lisa Ann Wilson	18-Aug	9/1	Please provide copies of all invoices from TOASE for the period from September 2020 until present and not redacted. Also any emails, correspondence or texts as well as phone calls between Carvan Adkins with Administrator and staff and council for this same period. Again, please do not redact any information. This information is requested for: Eric Debus		
2022-272	Shirley Mize	22-Aug	9/6	exiting Employee reviews : Brody Brown		
2022-273	Shirley Mize	22-Aug	9/6	Robert Smith	20	
2022-274	Shirley Mize	22-Aug	9/6	Gary Fitzgerald		
2022-275	Shirley Mize	22-Aug	9/6	Lance Petty		
2022-276	Shirley Mize	22-Aug	9/6	Jesse Domingos		

2022-277	Shirley Mize	22-Aug	9/6	Bill Obsorn	20	
2022-278	Shirley Mize	22-Aug	9/6	Shannon Montgomery	20	
2022-279	Shirley Mize	22-Aug	9/6	Cynthia Northrop	20	
2022-280	Shirley Mize	22-Aug	9/6	Gregory Prodia		
2022-281	Lisa Ann Wilson	24-Aug	9/7	Please forward correspondence, any communication to include letters, email, text or phone calls between Cynthia Northrop, Shawn Desmore, Darrel Fitch, Michelle Pittman (DiCredico) , Eric Debus and Brody Brown for the period February 2020 through July 2022. If any disciplinary action also include that.		
2022-282	Ashley Majors	26-Aug	9/9	Can I have an open record request on the meeting that the city council addressed time clocks for city employees. *the agenda, minutes, and any information pertaining to having time clocks in the City of Rhome.	60	8/31
2022-283	Ashley Majors	26-Aug	9/9	Can I have any and all open records requested, processed and emailed on Ashley Majors in The City of Rhome. *by citizens, council member and employees.		
2022-284	Janine Rugas	25-Aug	9/8	Can you please provide us with a report of all building permits processed by your department since July 2, 2022? Permit Number, Applied/Issued Dates, Work Address, Permit Type, Permit Status, Description of the work being done, Contractor and Architect Details, Job Valuations	15	
2022-285	Ruby Sargento	31-Aug	9/15	I am requesting a list of all residential properties in the city of RHOME that have had Fire Damage time between August 1, 2022 and August 31, 2022. I only need the property addresses. I do not want any other information regarding the fire damage.	15	

2022-286	Ruby Sargento	31-Aug	9/15	I am requesting a list of all residential properties in the city of RHOME Grass/Weed code violations any time between August 1, 2022 and August 31, 2022. Kindly make sure that the response list will only include High or Tall Grass/Weed Code Violations. I only need the property addresses. I do not want any other information regarding the code violation.	15	
2022-287	Ruby Sargento	31-Aug	9/15	I am requesting a list of all residential rental properties in the city of RHOME that were registered any time between August 1, 2022 and August 31, 2022. I only need the property addresses. I do not want any other information regarding the rental properties.	5	

RHOME POLICE DEPARTMENT

Monthly Council Report

August 2022



RHOME PD UPDATES

Wood given life sentence for shooting officer

-Wise County Messenger headline-

As you are all aware by now, Royce Wood was sentenced to life in prison for shooting Sergeant Rex Richie last year. Almost every Rhome Police Officer was on hand for the reading of the sentence and were all pleased with the outcome. Justice has been served and we are all glad that Sergeant Richie is back to work and just as dedicated to the citizens of Rhome as ever.



Rhome Officers on the steps of the Wise County Courthouse

RHOME PD UPDATES

In August, your Rhome Police Department welcomed Officer Juan Munoz to the family. Officer Munoz comes to us from Dilley PD south of San Antonio where his last position was as a Corporal. Officer Munoz has over 12 years of experience. We are proud to have him!



TRAINING

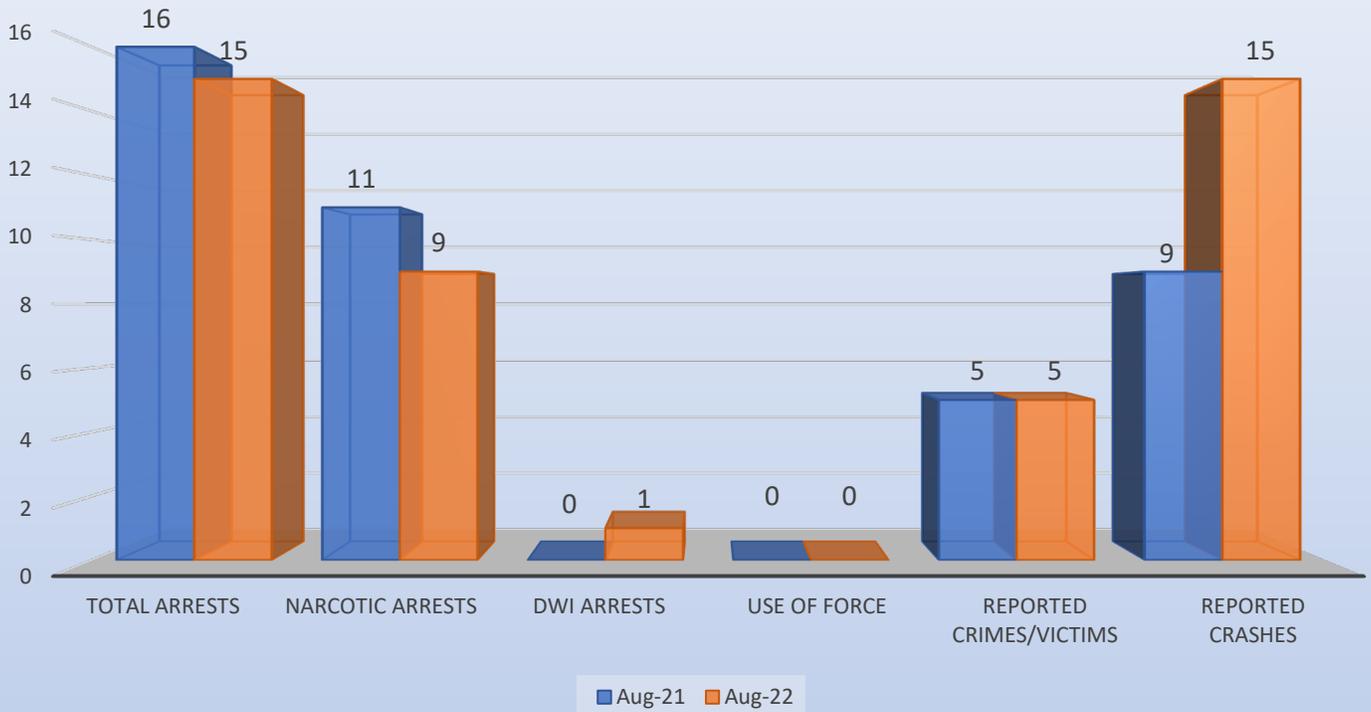
Officer Grant completed the Large Truck and Bus Traffic Enforcement training course. The goal of the course is to arm officers with the knowledge needed to effectively enforce traffic laws on large vehicles as well as teach tactics to ensure officer and offender safety.

Officer Hachtel continued his journey to his Intermediate Certificate by completing the Intermediate Use of Force training course.

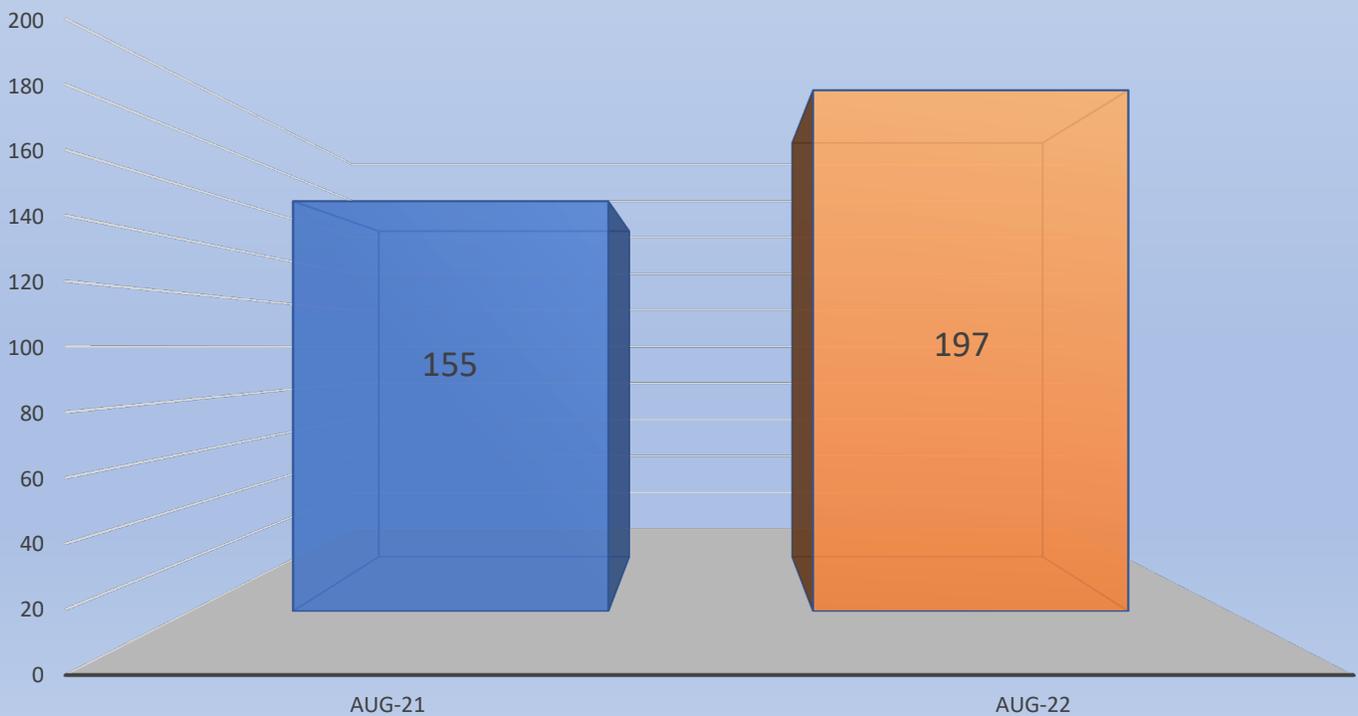
Officer Lord attended the Robbery Investigators of Texas Conference. Which, as the name suggests, is made up of seminars from various fields related to property crime investigation.

MONTHLY STATISTICS

Monthly Activity

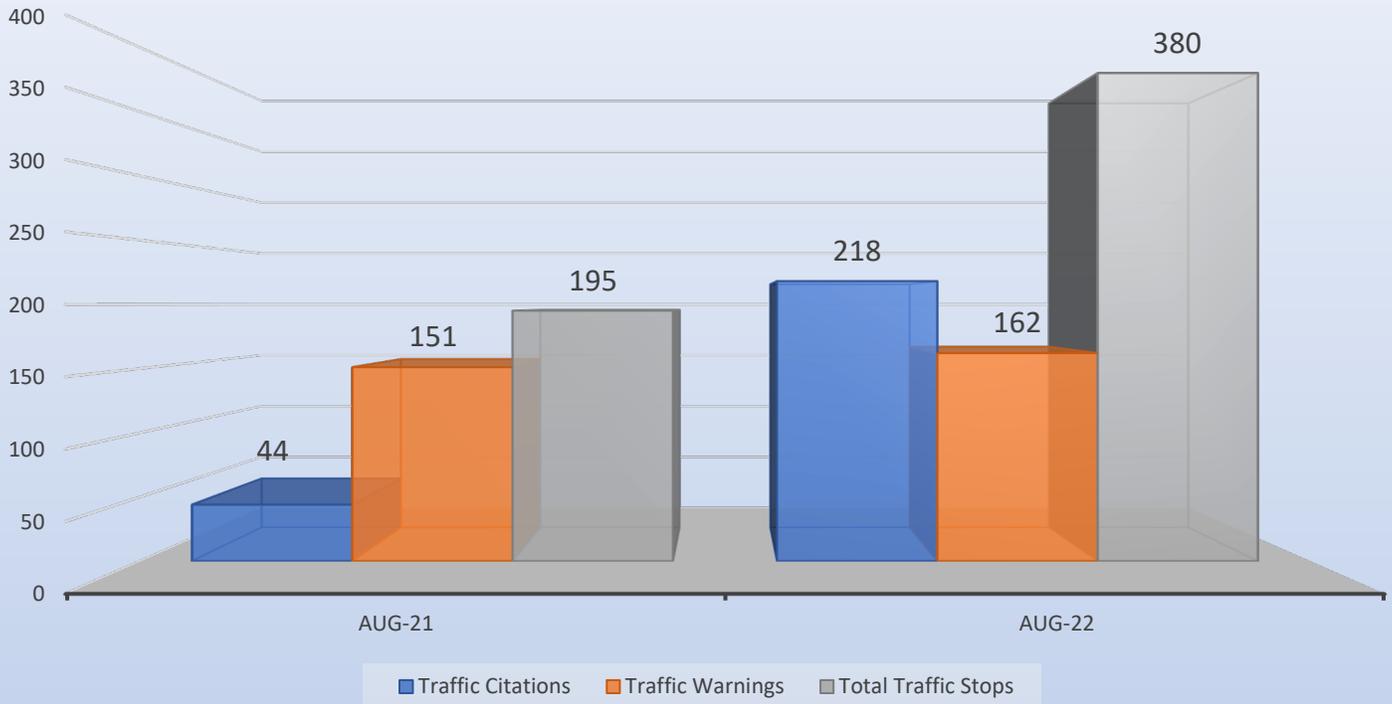


Calls For Service

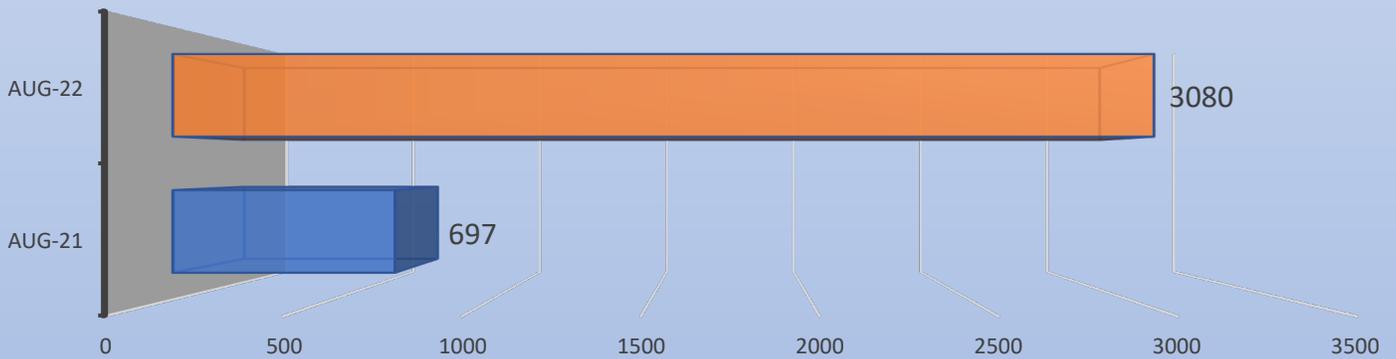


MONTHLY STATISTICS

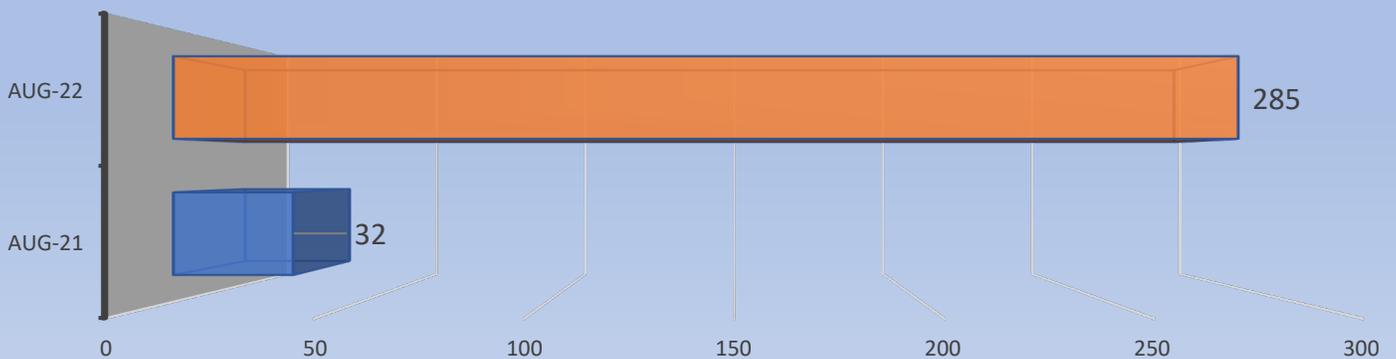
Citations



Security Checks



Neighborhood Patrols



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 | permits@cityofrhome.com

Building and Development

August 2022		FY 2021-2022
Permits Issued:	24	196
Building Permit	6	41
Certificate of Occupancy	2	4
Electrical Permit:	6	26
Plumbing Permit:	1	11
Lights on Inspection		
Mechanical		4
Moving Structure	3	61
Irrigation Permit		
Demolition		4
Pelim/Final Plat	3	5
Right of Way	1	2
Concrete		1
Solicitor		1
Fire Alarm		
Fire Sprinkler		
Specific Use	1	1
Health Permit		20
Zoning Change		
Liquid Waste		
Backflow		
Sign	1	3
Event		
Type:	Address:	Assoc. Permits:
Plumbing	1106 Mount Lane	
Sign	170 BC Rhome	
Right of Way	FM 3433	
Moving Structure	6550 E Hwy 114 (3)	
Building	1103 Daytona	
	203 Cheyenne Trail North	
	361 Old Mill Road	
	300 Chisholm Creek Pkwy	
	101 St James	
	225 W. Second	



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | permits@cityofrhome.com

Electrical	1103 Daytona Drive	
	203 Cheyenne Trail	
	1106 MOUNT	
	361 Old Mill	
	101 St. James	
	225 W. Second	
Specific Use	311 Old Mill Road	
Certificate of Occupancy	101 North Hwy 287 609 FM 3433	
Prelim/Final Plat	Property ID: 747136 property id: 747136 Lot 1 Block A	



Code Enforcement Monthly Report

Rhyme Police – August 2022

Violations reported to Code Enforcement via email – 1

Violations reported to Code Enforcement via phone – 1

New violations cases opened –

Holly Pkwy/Main – 8/30 High grass and weeds
NW entrance By Well – 8/30 High grass and weeds
NE entrance By Well – 8/30 High grass and weeds
1352 Speedway Dr – 8/30 High grass and weeds
1358 Speedway Dr – 8/30 High grass and weeds
1121 Daytona Dr – 8/30 High grass and weeds
216 Troxell Blvd – 8/24 High grass and weeds
217 Kings Way Dr – 8/24 High grass and weeds
133 Kings Way Dr – 8/24 High grass and weeds
137 Kings Way Dr – 8/24 High grass and weeds
417 Stirling Rd – 8/24 High grass and weeds
416 Stirling Rd – 8/24 High grass and weeds
620 Troxell Blvd – 8/15 High grass and weeds
120 W. Morris St – 8/15 Boat parked in front yard
1108 Mourning Dove St – 8/11 Junked vehicles parked in grass, RV in grass
720 Stirling Rd – 8/5 High grass and weeds
101 Kings Way Dr – 8/1 High grass and weeds
108 Crown Dr – 8/1 High grass and weeds

Violations closed due to compliance – 4

101 Kings Way Dr – mowed grass w/in 10 days of notice
720 Stirling Rd – mowed grass w/in 10 days of notice
120 W. Morris – moved boat w/in 7 days of notice
108 Crown Dr – mowed grass w/in 10 days of notice

City ordinance calls responded to – 3

Estimated labor hours spent on code enforcement for month – 31 hours



RHOME MUNICIPAL COURT

COURT ACTIVITY	APR 2022	MAY 2022	JUNE 2022	JULY 2022	AUG 2022	SEPT 2022
Monthly Violation Activity						
<i>Violations issued:</i>	198	153	232	232	225	
<i>Average speed over posted limit:</i>	17.16	20.25	15.88	15.88	18.45	
<i>Fines/Fees/Costs Levied (for issued violations):</i>	\$55,447.00	\$46,361.00	\$63,881.00	\$63,881.00	\$66,089.00	
<i>Citations closed:</i>	170	180	142	142	120	
Citations dismissed (best interest/compliance)	36	52	36	36	49	
Court Fines/Fees/Costs Revenue						
<i>Total Court Revenue:</i>	\$38,484.48	\$44,905.42	\$38,670.91	\$32,031.46	\$30,922.43	
<i>Court Security Fund Revenue:</i>	\$635.71	\$710.95	\$641.94	\$536.72	\$527.90	
<i>Court Technology Fund Revenue:</i>	\$540.90	\$607.66	\$550.33	\$469.86	\$463.97	

COURT ACTIVITY	APR 2022	MAY 2022	JUNE 2022	JULY 2022	AUG 2022	SEPT 2022
Private Collections Activity						
<i>Total # of violations paid:</i>	33	45	36	34	31	
<i>Total amount collected:</i>	\$11,611.60	\$13,914.32	\$11,551.19	\$11,337.90	\$9,748.37	
<i>Less 30% owed to Private Collections (commission)</i>	\$2,680.12	\$3,211.00	\$2,664.28	\$2,616.44	\$2,247.94	
Monthly Court Expenditures						
<i>Contract Labor (Presiding Judge)</i>	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	
<i>Legal Fees (State's Attorney/Prosecutor)</i>	\$1,215.00	\$600.00	\$1,099.50	\$1,307.50	Pending invoice	
<i>DART Courier Services (transport files to prosec & judge)</i>	\$87.92	\$131.88	\$200.30	\$88.72	\$105.69	
<i>GHS – Private Collections Company (30% fee of total collected)</i>	\$2,680.12	\$3,211.00	\$2,664.28	\$2,616.44	\$2,247.94	



RHOME FIRE RESCUE

Duty • Honor • Compassion • Service

261 N. School Road - P.O. Box 228 - Rhome, Texas 76078
 817-636-2001 station17@rhomefirerescue.com

August 2022 – Council Fire Report

Monthly Calls for Service (Monthly Average YTD: In 2022 – 74 calls per mo.; In 2021 – 70 calls per mo.)

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
2022	80	70	81	65	60	74	89	71					590
2021	81	78	68	67	69	58	71	59	77	72	61	78	839

Calls for Service by type (August EMS – 39%; August Fire – 61%; YTD EMS – 42%; YTD Fire – 58%)

	EMS	MVA	Structure Fires	Grass Fires	Vehicle Fires	Fire Invest.	Fire Alarms	Gas Leak	Road Hazard	Lift Assist	Other
Aug 2022	28	9	5	17	1	4	1	0	0	5	1
Year-To-Date	248	92	42	84	10	35	3	3	7	27	39

Call Locations (August City – 34%; August County – 66%; YTD City – 42%; YTD County – 58%)

	City	County	Auto/Mutual Aid Given	Auto/Mutual Aid Received	Cancelled	Weather Watch
Aug 2022	24	47	19	6	0	0
Year-To-Date	246	344	104	43	13	1

Numbers above are approximate since the official numbers have not been finalized

Membership

Current Members – 20	
#	Area
5	City
9	In District
11	Out of District
1	Probationary
5	Associates
EMS Certification - 11	
7	EMT Basic
5	Paramedics

Command Staff

- Working on the approved apparatus replacement plan from the city council meeting on July 25th to move forward on replacement of the two aging brush trucks utilizing funds from RVR and the FD savings account.
- Secured a Texas Forestry Emergency Grant for Apparatus repairs to B17. Waiting on 100% reimbursement for \$14,960.10.
- Received reimbursement funds for Additional Funding through County Program set up for Fire Departments by meeting 100% of County mutual aid agreement basic requirements as well as advanced certifications.
- Final stages of 22-23 FY budget process.
- Work to finalize the Annual Report for 2021.
- Command Staff – 349 manhours excluding time on emergency calls

Emergency Management

- Planning/Preparation – Coordinating with local fire chiefs on strategic plans for mitigating large incidents
- On August 3, 2022 a motor vehicle crashed into a power pole in front of a residential structure and sparked an 80-acre grass fire. Videos were circulated on social media of the incident. Crews from multiple agencies and counties were called to the Rhome fire district to assist including the Texas Forestry Service, Wise County Emergency Management, Wise County EMS, multiple law enforcement agencies and fire agencies from four counties. In total approximately 50 fire units were on scene including Rhome, Boyd, Newark, Decatur, East Wise, Paradise, Justin, Haslet, Eagle Mountain, Parker County, Saginaw and several others . Evacuations of some residential home were conducted as a precautionary measure. Crews remained on scene overnight to monitor the area. This was the largest fire that has happened in the city limits of Rhome in more than 10 years.

Events

- None in August
- October, November and December will have many events for the fire department.

Apparatus

- **Brush 17** - Waiting on 100% grant reimbursement from Texas Forestry Declared Disaster Grant to cover May repairs to pump motor. The cost of repairs was just under \$15,000.
- **Engine 317** – On the August 3rd grass fire, Engine 317 developed a tank to pump leak that put the engine out of service for 24 hours. The cost for the emergency repair was approximately \$1,000.



RHOME FIRE RESCUE

Duty • Honor • Compassion • Service

261 N. School Road - P.O. Box 228 - Rhome, Texas 76078
817-636-2001 station17@rhomefirerescue.com

- **Engine 317** – While responding to a mutual aid call in East Wise, Engine 317’s left rear tire ran over a screw which caused a leak in the tire. Typically, the cost to replace one tire is around \$1,000. However, Love’s was able to repair the leak at no charge to the City.

Equipment

- Nothing to report.

Station

- “First Arriving” software ordered in May to be placed on a TV monitor in apparatus bay between responding vehicles to notify and map out location when a call comes in. Along with the ability to see who is coming to the station. Can be used as a weather and communication hub as well. Initial set up cost and yearly subscription. Implementation and training by end of October.

Training & Professional Development

- 2 Members have passed the National Registry Testing and are now registered with DSHS as EMT-B. These members have been approved by the Department’s Medical Director, Dr. Kevin Senger as our newest EMT-B members on the department.
- 4 more members are currently testing with the National Registry in order to be certified as EMT-B members.
- 2 Members completed ICS 400 through TEEX. ICS 400 is a course that teaches how to manage emergency incidents especially incidents involving multiple agencies.

Prevention/Community Risk Reduction

Community Risk Reduction

- Community Event (Not FD Event(s)) – none in August
- FD Sponsored Community Event(s) – none in August
- Fire Safety Education Event(s) – none in August
- Regular Testing
 - AEDs at City Facilities – scheduled for September
 - Storm Sirens – August testing rescheduled due to grass fire during testing time; silent testing is utilized on alternative dates in the event of emergency incidents

Prevention

- Administrative – Coordinate with City Staff on submitted Plans
- Fire Inspections – none in August
- Fire Pre-Plan Business – none in August

Future Projects

- Inside personal lockers for members included in FY 2022-2023 budget requests – pending council approval.
- Apparatus Replacement Program – Engine 217, Engine 317 and Squad 17 are coming due for replacement and will need to be in the design phases soon according to frontline/reserve service life for units.
- Motion-stop sensors for garage doors to improve safe vehicle operations in and out along with the main benefit of safety of members and visitors entering and exiting the building.
- Facilities Upgrade – Coed updates as prioritized by city council

Let me know if you have any questions.

Michelle Di Credico
Acting Fire Chief/EMC
Rhome Fire Rescue



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 cityadministrator@cityofrhome.com

AGENDA ITEM D



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 cityadministrator@cityofrhome.com

AGENDA ITEM E



Agenda Commentary

Meeting Date:

Department: City Administration

Contact: Eric Debus, Interim City Admin.

Agenda Item: E. Discussion and any necessary action regarding 2-year lease for City Hall.

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

Summary-Background:

The lease for city hall expires 11/09/2022. A two year lease has been agreed upon for a total of \$1,224.03/month or \$32,016.72/two years. This prevents a 10% increase that occurs with a one year lease.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

GL Account: 10-60020-10 **Amount:** \$32,016.72

Legal Review Required: Yes No **Date Completed:** _____

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

Supporting Documents Attached:

x

Recommendation:

Staff recommends authorizing the interim city administrator to sign a two year lease for city hall.



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

Table of Contents

<u>No.</u>	<u>Paragraph Description</u>	<u>Pg.</u>	<u>No.</u>	<u>Paragraph Description</u>	<u>Pg.</u>
1.	Parties	2	24.	Assignment and Subletting	11
2.	Leased Premises	2	25.	Relocation	11
3.	Term		26.	Subordination	11
	A. Term	2	27.	Estoppel Certificates & Financial Info	11
	B. Delay of Occupancy	2	28.	Casualty Loss	12
	C. Certificate of Occupancy	3	29.	Condemnation	12
4.	Rent and Expenses		30.	Attorney's Fees	12
	A. Base Monthly Rent	3	31.	Representations	12
	B. Additional Rent	3	32.	Brokers	13
	C. First Full Month's Rent	3	33.	Addenda	13
	D. Prorated Rent	3	34.	Notices	13
	E. Place of Payment	3	35.	Special Provisions	14
	F. Method of Payment	3	36.	Agreement of the Parties	14
	G. Late Charges	4			
	H. Returned Checks	4			
5.	Security Deposit	4		ADDENDA & EXHIBITS (check all that apply)	
6.	Taxes	4	<input type="checkbox"/>	Exhibit _____	
7.	Utilities	4	<input type="checkbox"/>	Exhibit _____	
8.	Insurance	5	<input type="checkbox"/>	Commercial Lease Addendum for Broker's Fee (TXR-2102)	
9.	Use and Hours	6	<input type="checkbox"/>	Commercial Lease Addendum for Expense Reimbursement (TXR-2103)	
10.	Legal Compliance	6	<input type="checkbox"/>	Commercial Lease Addendum for Extension Option (TXR-2104)	
11.	Signs	6	<input type="checkbox"/>	Commercial Lease Addendum for Percentage Rent (TXR-2106)	
12.	Access By Landlord	7	<input type="checkbox"/>	Commercial Lease Addendum for Parking (TXR-2107)	
13.	Move-In Condition	7	<input type="checkbox"/>	Commercial Landlord's Rules and Regulations (TXR-2108)	
14.	Move-Out Condition	7	<input type="checkbox"/>	Commercial Lease Guaranty (TXR-2109)	
15.	Maintenance and Repairs		<input type="checkbox"/>	Commercial Lease Addendum for Right of First Refusal (TXR-2105)	
	A. Cleaning	7	<input type="checkbox"/>	Commercial Lease Addendum for Optional Space (TXR-2110)	
	B. Conditions Caused by a Party	8	<input type="checkbox"/>	Commercial Lease Addendum for Construction (TXR-2111) or (TXR-2112)	
	C. Repair & Maintenance Responsibility <input type="checkbox"/>	8	<input type="checkbox"/>	Commercial Lease Addendum for Contingencies (TXR-2119)	
	D. Repair Persons	8	<input type="checkbox"/>	_____	
	E. HVAC Service Contract	9	<input type="checkbox"/>	_____	
	F. Common Areas	9	<input type="checkbox"/>	_____	
	G. Notice of Repairs	9	<input type="checkbox"/>	Information About Brokerage Services (TXR-2501)	
	H. Failure to Repair	9	<input type="checkbox"/>		
16.	Alterations	9			
17.	Liens	9			
18.	Liability	9			
19.	Indemnity	10			
20.	Default	10			
21.	Abandonment, Interruption of Utilities, Removal of Property & Lockout	10			
22.	Holdover	10			
23.	Landlord's Lien & Security Interest	11			



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2014

1. PARTIES: The parties to this lease are:

Landlord: Lillianne Garcia; and
Tenant: City of Rhome

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) Multiple-Tenant Property: Suite or Unit Number containing approximately square feet of rentable area in (project name) at (address) in (city), (county), Texas, which is legally described on attached Exhibit or as follows:

(X) (2) Single-Tenant Property: The real property containing approximately 1105 square feet of rentable area at: 501 S Main St (address) in Rhome (city), Wise (county), Texas, which is legally described on attached Exhibit or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 12 months and 0 days, commencing on November 10, 2022 (Commencement Date) and ending on November 9, 2023 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
11/10/2022	11/09/2024	1,334.03 / rsf / month	32,016.72 / rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (3) Commercial Lease Addendum for Parking (TXR-2107)
- (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before November 9, 2022

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Lillianne Garcia

Address: 1527 Windsor Forest Tr Keller TX 76262

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. **Late Charges:** If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. **Returned Checks:** Tenant will pay \$ _____ for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ _____ to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Alarm Monitoring System _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

(2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

(3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)

(a) \$1,000,000; or

(b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

(3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: All appropriate hours as deemed by the city

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): _____

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Foundation, exterior walls, roof, and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Fire sprinkler systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Parking areas and walks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) Electrical systems, mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) HVAC system replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Signs and lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(a) Pylon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Facia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Monument	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(15) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Fences and Gates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Storage yards and storage buildings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Cranes and related systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(20) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(21) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) All other items and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
- 17. LIENS:** Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: ~~To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.~~

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

health or safety of an ordinary person, except: _____

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: _____	Cooperating Broker: _____
Agent: _____	Agent: _____
Address: _____	Address: _____
Phone & Fax: _____	Phone & Fax: _____
E-mail: _____	E-mail: _____
License No.: _____	License No.: _____

Principal Broker: *(Check only one box)*

represents Landlord only.

represents Tenant only.

is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. **Fees:**

- (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Principal Broker and:
 - Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Cooperating Broker and:
 - Principal Broker Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: Lillianne Garcia,
Address: 1527 Windsor Forest Tr Keller TX 76262

501 S Main St
Commercial Lease concerning: Rhome, TX 76078-4567

Phone: (972)740-4962 Fax: _____
and a copy to: _____

Address: _____
Phone: _____ Fax: _____

Landlord also consents to receive notices by e-mail at: lillianne@itsyourpad.com

Tenant at the leased premises,
and a copy to: City of Rhome

Address: PO BOX 228 Rhome TX 76078

Phone: (817)636-2462 Fax: (817)626-2465

Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS:

Tenant will pay entire lease amount of \$32,016.72 up front upon acceptance of lease.

Landlord will allow tenant to lease the property for an additional 12 months at an increased rate of 10% above previous year rate if paid on a yearly basis or 20% if paid month to month.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

- G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. **Force Majeure:** If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Lillianne Garcia

Tenant: City of Rhome

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: Lillianne Garcia

Printed Name: Michelle Pittman DrCredico

Title: Owner Date: _____

Title: Mayor Date: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____



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 cityadministrator@cityofrhome.com

AGENDA ITEM F



Agenda Commentary

Meeting Date: September 22, 2022

Department: Police

Contact: Chief Eric Debus

Agenda Item: F. Discussion and any necessary action regarding Police Department General Orders active shooter policy approval, and ballistic shield grant approval for Police Department.

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

Summary-Background:

The Police Department has filed a grant request for ballistic shields to be used during active shooter events. This is a fully funded grant but does require reimbursement after purchase. It also requires approval of our active shooter policy.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

GL Account: 10-60430-50 Amount: \$18,229.43

Legal Review Required: Yes No Date Completed: _____

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

Supporting Documents Attached:

x

Recommendation:

Staff recommends the council authorize Chief Eric Debus to execute grant documents for ballistic shields and approves the policy drafted regarding active shooter response.

Rhome Police Department

401.42 ACTIVE SHOOTER

- A. It is the policy of this department to protect life by any legal means possible. Officers responding to an active shooter incident shall accomplish this goal by immediately using any legal means at their disposal to make contact with the active shooter and stop him. This may include arrest, containment, or use of deadly force.
1. The philosophy driving this policy recognizes that the active shooter must be stopped before he can destroy any more innocent lives. This shall be the duty and responsibility of the initial responding officers, and they shall use all legal means to accomplish it. The prioritization of activities, in their order of importance is:
 - a. Stop the active shooter
 - b. Rescue the victims
 - c. Provide medical assistance
 - d. Preserve the crime scene.
 2. While it is important to provide medical treatment to the wounded, it is our duty as law enforcement officers to first protect all innocent life by stopping the actions of the active shooter.
 3. Definition - Active Shooter. One or more subjects who participate in a random or systematic shooting spree, demonstrating their intent to continuously harm others. Their overriding object appears to be that of mass murder, rather than other criminal conduct, such as robbery, hostage taking, etc.
 - a. For purposes of this policy, the term "active shooter" will also include anyone who uses any deadly weapon (knife, club, vehicle, explosives, etc.) to systematically or randomly inflict death or great bodily harm on people.
 4. Procedure
 - a. All enforcement personnel who are not on an emergency call shall respond to the scene of an active shooter incident.
 - b. Contact Team -The first responding officers, one officer or up to four, shall form a contact team and go in immediate pursuit of the active shooter. The focus is to make contact as soon as possible and stop the active shooter by arrest, containment, or use of deadly force. The team will be subject to 360-degree vulnerability and will not do a thorough clearing. They will continue on past victims or harmless distractions. The location of victims may be relayed to the rescue team.

- c. Rescue Team -The second set of 4 officers arriving on the scene will form a rescue team, which will locate and remove injured victims, and direct uninjured victims out of the building. Rescue team members should remember that uninjured victims may nonetheless be in shock, or paralyzed with fear, and not respond to regular verbal commands. Rescue team members are to remain constantly vigilant as the rapidly changing dynamics of the incident may put them in contact with the suspect and they will be subject to 360-degree vulnerability.
- d. Officers should make entry at a location other than the main entrance, if possible, as this is the place where a suspect might logically set up barricades, explosives, or an ambush.
- e. All personnel are to restrict use of the radio communication to emergency traffic only.
- f. Incident Command - The first command officer on the scene, who is not part of a contact or rescue team, will be the incident commander, and will establish a command post, and initiate incident command operations.

City of Rhome Resolution

2022-15

WHEREAS, The Rhome City Council finds it in the best interest of the citizens of Rhome, Texas that the Bullet-Resistant Shield Grant Program be operated for the 2022/2023 years; and

WHEREAS, The Rhome City Council agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Public Safety Office Criminal Justice Division grant application; and

WHEREAS, The Rhome City Council agrees that in the event of loss or misuse of the Office of the Governor funds, The Rhome City Council assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Rhome City Council designates Chief of Police Eric Debus as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Rhome City Council approves submission of the grant application for the Bullet-Resistant Shield Grant Program, FY2023, to the Office of the Governor.

Signed by:

Passed and Approved this 22 of September 2022

Grant Number: 4666801