



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

RhOME, Texas 76078

Telephone: 817-636-2462

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

**Mayor**  
Patricia Mitchell

**City Council**

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

**Place 2**  
Michelle Tye

**Place 3**  
Elaine Priest

**Place 4**  
Kristi King

**Place 5**  
Kasey Shumake

**City  
Administrator**  
Amanda DeGan

**City Attorney**  
Carvan Adkins

**City Secretary**  
Shaina Odom

**Fire Chief**  
Scott Estes

**Police Chief**  
Eric Debus

**Public Works  
Director**

## NOTICE OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Wednesday, May 17, 2023

Regular Session: 6 p.m.

**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*  
Live Stream the meeting using GoToMeeting from your computer or phone.

### By Computer

GoToMeeting: Select Join: Select Meeting

Session ID: 646-749-3129

Access Code: 848-030-293

### By Phone

Call 1 (646) 749-3129

Access Code: 848-030-293

Toll Free Option: 1 (877) 309-2073

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

### Regular Session: 6 p.m.

#### Call to Order and Establish a Quorum

Invocation – Pastor Heath Van Zandt

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

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

#### Public Comments

1. The Council is not permitted to take action on or discuss any comments made to the Council at this time concerning an item not listed on the agenda. However, a Council Member or Mayor may make a statement of fact regarding the item, make a statement concerning the policy regarding the item and/or may propose that the item be placed on a future agenda or direct the City Administrator to contact the individual to address. If you are attending the meeting via Live Streaming, and you would like to make a Public Comment, you must email the City Secretary at [citysecretary@cityofrhome.com](mailto:citysecretary@cityofrhome.com) prior to 4 pm on the day of meeting and must identify each subject you plan to present to be recognized.
2. If the writer of a Public Comment 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**

- City Council Meeting May 25, 2023 @ 6 p.m.

## **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.*

1. Minutes of City Council Regular Session dated April 20, 2023 **(City Secretary)**
2. Renewal of Contract with Rise Broadband **(City Administrator)**

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

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

1. Departments: Administration, Building & Development, Fire Rescue, Municipal Court, Police and Public Works (Department Heads).
2. Swearing in Officer Kristopher Garrett (Police Chief)

## **Regular Agenda**

**Discussion and any necessary action for the following:**

### **Old Business:**

1. Ordinance 2023-02 Updating Staff Roles and Responsibilities **(City Administrator)**
2. Personnel Handbook Update **(City Administrator)**
3. Wise County Sherriff Dispatch Fee Update **(City Administrator)**
4. City Audit for Fiscal Year 2022 Progress **(City Administrator)**
5. Citizen Survey Update **(City Administrator)**
6. Outgoing Remarks by Council Members **(City Administrator)**
7. Proclamations for Council Member Priest and Mayor Pro Tem McCabe **(City Administrator)**

### **Canvassing and Swearing In:**

8. Canvass the Election Results from May 6, 2023 General Election **(City Administrator)**
9. Certificates of Election, Statements of Office and Oaths of Office for Elected Council Members **(City Administrator)**

### **New Business:**

10. Selection of a Mayor Pro Tem for a One-year Term and Updating Authorized Signatures for Bank Accounts **(City Administrator)**
11. National Police Week Proclamation **(Mayor)**
12. National Public Works Week Proclamation **(Mayor)**
13. QuikTrip and the Wall Behind Public Works/Fire Dept. **(City Administrator)**
14. Public Safety Event and Use of Flag Poles at Old City Hall **(City Administrator)**
15. Council Member Volunteer to Review Monthly Bank Reconciliation **(City Administrator)**

## **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:*

1. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney.
2. 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.
3. 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.
4. 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.

## **Regular Agenda (Resume)**

1. Action to be taken from Executive Session discussions

## **Future Agenda Items**

***(Agenda items are due by 5 p.m. 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 6 pm on May 12, 2023.

\_\_\_\_\_  
Amanda DeGan, City Administrator

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 \_\_\_\_\_, 2023.

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





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**Fire Chief**  
Scott Estes

**Police Chief**  
Eric Debus

**Public Works  
Director**

## MINUTES OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, April 20, 2023

Regular Session: 6 p.m.

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

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

Live Stream the meeting using GoToMeeting from your computer or phone.

**Regular Session: 6 p.m.**

Mayor Mitchell Called the meeting to order at 6 pm

### Call to Order and Establish a Quorum

Invocation – Pastor Heath Van Zandt

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@cityofrhyme.com](mailto:citysecretary@cityofrhyme.com) prior to 4 pm on the day of meeting and must identify each subject you plan to present to be recognized.*
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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 – By JoAnn Wilson
  - JoAnn Wilson
  - Ashley Majors
  - Deborah BeCraft

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

- City Council Meeting May 17, 2023 @ 6 p.m.

## **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.*

1. Minutes of City Council Regular Session dated March 23, 2023 and April 13, 2023

Mayor Pro-Tem McCabe made a motion to approve the Minutes as presented. Council Member Shumake seconded the motion. Motion passed unanimously.

## **Regular Agenda**

### **Discussion and any necessary action for the following:**

1. Appointment of Council Member to Place 4 **(City Administrator)**

Five people applied for the Council Place 4 vacancy. Shirley Mize, Candance Fitch, Kristi King, and Tommie Eason were present at the meeting to introduce themselves and answer questions from the Council. Dannette Willis was not present. All present applicants answered the same questions presented by Council. Council Entered into Executive Session under 551.071 at 6:51 pm and adjourned from executive session at 7:01 pm.

Council Reconvened into Regular Session at 7:03 pm.

Mayor Pro-Tem made a motion to appoint Kristi King to Place 4. Council Member Shumake seconded the motion. Motion passed unanimously. City Secretary, Shaina Odom, swore in Kristi King.

2. Addresses printing on the agenda for public speakers **(City Administrator)**

Council gave direction to remove the addresses from Public Comment on the Minutes. City Attorney Adkins said there is nothing that mandates it to be listed on the Minutes.

3. Technology Infrastructure Update **(City Administrator)**

Fulcrum's David Johnson came in a presented upgrades necessary for the Firewall to be CJIS compliant. He also recommended that staff be moved to a more specific email structure, (First initial, Last name). The upgrades would allow the City to be CJIS Compliant, keeping access to the federal databases necessary for the Police Department. The upgrades are not in the current budget, but the funds are available in General Fund Checking. The total cost would be less than \$12,000.00. Council gave direction to move forward.

4. Code Enforcement Direction **(City Administrator)**

City Administrator, DeGan, requested direction from the Council regarding Code Compliance. The ordinances need to be cleaned up. Officer Grant spoke regarding enforcement. He is after compliance only, and does not want to write citations regarding Code. Council gave direction to clean up the code and bring it back within 60 days.

5. Ordinance Revisions Follow Up (**City Administrator**)

City Administrator, DeGan, requested to update the ordinance to follow what we are currently doing. A lot of the ordinances were established before the City implemented a City Administrator position. Council gave direction to complete the changes and bring back to the May 17, 2023 council meeting.

6. Personnel Handbook Update (**City Administrator**)

City Administrator, DeGan, requested to update the personnel handbook to follow what we are currently doing. A lot of the handbook was established before the City implemented a City Administrator position. Council gave direction to complete the changes and bring back to the May 17, 2023 council meeting.

7. Wise County Sherriff Dispatch Fee Update (**City Administrator**)

April 27, 2023 the Sherriff is scheduled to speak at the Boyd meeting. April 29, 2023 is the Mayor meeting. This will go to the County Commissioner Court in May if not resolved. Council directed the City Administrator to bring back on the May 17, 2023 Council Meeting.

8. Smoking Policy (**Mayor Pro-Tem McCabe**)

Mayor Pro-Tem McCabe said he was receiving complaints about people smoking near the entrance of the Community Center. He requested the smoking be moved to the side of the building. Staff is to smoke behind all city buildings.

9. Municipal Clerks Week Proclamation (**City Administrator**)

City Administrator, DeGan, read a proclamation in support of Rhome's Municipal Clerk, Shaina Odom, for Municipal Clerks Week, April 30, 2023 through May 6, 2023.

**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:*

1. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney.
2. 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.
3. Section 551.074 Personnel – discuss appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or hear complaint or charge against officer or employee in executive session unless officer or employee requests a public hearing.
  - City Secretary
  - Utility Billing – Permit Clerk
  - City Administrator Evaluation
4. 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.

Council convened into Executive Session under 551.074 at 8:04 pm.

Council closed executive session at 8:48 pm.

Council reconvened into regular session at 8:48 pm.

### **Regular Agenda (Resume)**

1. Action to be taken from Executive Session discussions

Mayor Pro-Tem McCabe made a motion to increase UB salary by 10%. Council Member Tye seconded the motion. Motion passed unanimously.

Mayor Pro-Tem McCabe made a motion to approve the City Secretary Contract and increase salary by 6% immediately, and 4% upon completion of TMCA certification. Council Member Shumake seconded the motion. Motion passed unanimously.

Mayor Pro-Tem McCabe stated that Mayor Mitchell refused to conduct a 3-month evaluation for City Administrator, DeGan, as required by contract. Mayor Mitchell stated that she does not work with City Administrator, DeGan, enough to give her a review at this point.

### **Future Agenda Items**

***(Agenda items are due by 5 p.m. on the Wednesday of the week prior to the Council meeting)***

*No Future agenda items.*

### **Adjourn**

Council Member King made a motion to adjourn the meeting at 8:51 pm. Council Member Priest seconded the motion. Motion passed unanimously. Meeting adjourned at 8:51 pm.

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Patricia Mitchell,

Mayor

ATTEST:

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Shaina Odom

City Secretary



**Agenda Commentary**  
**Meeting Date: May 17, 2023**

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Department: Administration

Contact: Amanda DeGan, City Administrator

**Agenda Item: Water Tower Site Lease Agreement – Partnership Wireless**

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

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**Summary:**

- Staff have been in discussion with a current tenant of the elevated water tank.
- Partnership Wireless currently leases space on top of the elevated tank for the installation of radio communication equipment.
- The time has come to renew the contract and Staff are waiting for our city attorney to review the proposed contract.
- If the contract is received prior to the meeting, Staff will email it to Council; however, if it is not received the item may need to be tabled.

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Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

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

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

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

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**History / Details / Recommendation:**



## WATER TOWER SITE LEASE AGREEMENT

This Water Tower Site Lease Agreement (the "Agreement") is entered into as of October 1, 2008, 2008 (the "Effective Date") between the City of Rhome (the "Landlord"), having its principal place of business at 105 W. First Street, Rhome, TX 76078, and Partnership Wireless LLC (the "Tenant"), having its principal place of business at 8565 Thompson Road, Justin, TX 76247. For fair and valid consideration, Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord the Premises herein described, upon all of the terms and conditions hereinafter set forth.

**1. PREMISES.** Landlord hereby grants permission to install and operate tower and radio communications equipment ("Tenant's Equipment") on Landlord's water tower site located at \_\_\_\_\_ (need physical address of water tower) \_\_\_\_\_ (the "Premises").

**2. USE.** The Premises shall be used and occupied by Tenant for the purpose of installing, operating and maintaining radio communication equipment. The Premises shall initially have one antenna structure located thereon. Any additional antenna structures shall require written approval by Landlord prior to such times as the antennas are installed. "Antenna Structure" means the appurtenances and appropriate support system to which Tenant's Equipment is attached on the Premises. Tenant shall install equipment on the Premises in general conformance with the attached Exhibit I, which is fully incorporated in the Agreement by reference. Any equipment which does not generally conform to Exhibit I shall require prior Landlord approval. Installation of Tenant's Equipment shall cause no physical harm to the Premises and be of adequate strength to give reasonable and normal support of Tenant's Equipment.

**3. TERM.** The Term of this Agreement (the "Term") shall be for five (5) years, commencing on the Effective Date. Tenant shall have the right to extend the Term of this Agreement for an additional five year period (the "Renewal Term") on the same terms and conditions as are set forth herein except for the monthly rent fee in section 4 below which shall be increased. This Agreement shall automatically be extended for the Renewal Term unless Tenant notifies Landlord of its intention not to extend the Term at least 60 days prior to the commencement of the Renewal Term.

**4. RENT.** Tenant shall pay monthly to Landlord the greater of \$250.00 or \$4.00 multiplied by the number of customers on the tower. Other than for the initial month of the Term, Rent shall be due upon the first day of every month of the Term. For the initial month of the Term, the Rent shall be due and payable on the Effective Date. Rent shall be subject to late charges of \$10.00 per day if not received by the fifteenth day of every month. All rent payable under this Agreement shall be paid without deduction or offset.

**5. ACCESS.** Tenant recognizes Landlord's obligation to provide adequate and appropriate security measures for the Premises and agrees to plan its access to the Premises in compliance with any Landlord security measures as they may be amended from time to time. Tenant shall access the Premises only with the permission of Landlord. Upon reasonable notice from Tenant, Landlord will make reasonable efforts to allow Tenant access to the Premises. Landlord may, at its sole discretion, grant Tenant 24 hour access to the Premises by giving Tenant keys or access cards to the Premises.



**6. HOLD HARMLESS.** Tenant shall indemnify and hold Landlord harmless against and from any and all losses, costs, damages, and claims to the extent they arise from Tenant's negligence or wrongful acts or from any activity, work or presence of Tenant on the Premises, and shall further indemnify and hold harmless Landlord against and from any and all losses, costs, damages and claims to the extent that they arise from any breach or default by the Tenant or any of its agents, contractors, servants, invitees or employees in the performance of any obligation under this Agreement; and shall further indemnify and hold Landlord harmless from and against all losses, costs, damages, claims and attorneys' fees, expenses and liabilities incurred or paid in connection with any such claim or any action or proceeding brought against Landlord by reason of Tenant's use of the Premises.

Neither Landlord nor its agents shall be liable for any incidental or consequential damages or for any damage to property entrusted to employees of the Tenant, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling pipes, appliances, or plumbing work therein, nor from the roof, street, or sub-surface, nor from any other place or resulting from dampness, nor from any other cause whatsoever, unless caused by or due to the gross negligence of Landlord, its agents, servants, or employees, to the extent allowed by law. Tenant shall give prompt notice to Landlord in case of fire or accidents at the Premises or of defects therein or in the fixtures or equipment.

**7. RULES AND REGULATIONS.** Tenant agrees and understands that it is Tenant's responsibility to abide by all federal, state and local rules and regulations pertaining to the operation of the Tenant's Equipment at the Premises, including without limitations, those pertaining to the installation, maintenance, height, location, use, operation and removal of its equipment, antenna systems and other alterations or improvements authorized herein.

**8. DESTRUCTION/CONDEMNATION/FORCE MAJEURE.** In the event of fire, storms or other casualty, or a taking as a result of the exercise of the power of eminent domain of the Premises, or due to government zoning or regulations of such nature and extent as to interfere with the use of the Premises, Tenant may be required to vacate the Premises on less than 30 days notice, and the Rent payable by Tenant hereunder shall be reasonably abated. If the damage or taking is of such nature and extent as to prevent the use of the premises by the Tenant, this Agreement shall terminate as of the date of such damage or taking.

**9. INTERFERENCE.** Tenant shall not engage in, or permit others to engage in, any activity causing electronic interference with the operation and use of Landlord's SCADA and other equipment. Landlord shall use its best efforts to coordinate Tenant's equipment with that of any other tenants located on the Premises. Any tenants responsible for causing interference to other tenants of the Premises must promptly take all steps necessary to eliminate the interference. In the event that the interference is not corrected within a reasonable period of time, not to exceed 3 business days after notification, the tenant causing the interference may be required to cease operations until interference is corrected. Notwithstanding anything in this Agreement to the contrary, Tenant shall have the right to terminate this Agreement, upon 90 days prior written notice to Landlord, in the event that Tenant determines that, due to interference or propagation problems, the Premises are no longer suitable for Tenant's business operations or to exclude Landlord's tower site(s) with the interference or propagation issues from the monthly rent. Tenant agrees to indemnify and hold harmless Landlord from any claims of interference by other tenants of the Premises.



**10. HAZARDOUS MATERIALS.** Tenant represents, warrants and agrees to conduct its activities on the Premises in compliance with all applicable environmental laws. Tenant shall not use, generate, release, manufacture, refine, produce, store, or dispose of any hazardous substance on, under, or about the Premises, except for the use of sealed batteries for emergency back-up and warrants that no part of Tenant's operations will endanger the public water supply. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Landlord may suffer due to the existence or discovery of hazardous substance at the Premises, or released into the environment or public water supply that are caused by Tenant's use of the Premises.

**11. LIENS.** Tenant shall prevent the filing of any mechanic's, material provider's, or other lien against the Premises or the interest of the Landlord by reason of any work, labor, services, or material performed or supplied or claimed to have been performed or supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed, Tenant shall cause the same to be immediately vacated or canceled of record. If Tenant in good faith determines that such lien should be contested, Tenant shall furnish such security, surety bond or otherwise, as may be necessary or be prescribed by law to release the same as a lien. If Tenant shall fail to vacate or release such lien, Landlord may, but shall not be obligated to, vacate or release the same. Tenant shall repay to Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this paragraph, including Landlord's costs and expenses and reasonable attorneys' fees incurred in the connection therewith.

**12. DEFAULT BY TENANT.** In the event of any failure by Tenant to (i) provide Internet service, which failure shall continue for ten days after written notice thereof from Landlord to Tenant; or (ii) observe and perform the terms and conditions of this Agreement, which failure shall continue for 30 days after written notice thereof from Landlord to Tenant, (unless such failure cannot be reasonably cured within said 30-days period, in which event, Tenant shall not be deemed to be in default if Tenant shall within such period commence action to cure and thereafter diligently prosecute the same to completion), Landlord may terminate this Agreement by giving written notice of such intention effective as of the date notice is given.

**13. SURRENDER OF PREMISES.** At the expiration of the Term hereof, Tenant shall remove all Tenant Equipment, Antenna Structures, and other fixtures and shall within 90 days of removal repair any damage which may be caused to the Premises as a result of such removal, reasonable wear and tear excepted.

**14. TITLE TO PREMISES.** Tenant shall have no right, title or interest in the Premises except the non-exclusive use thereof as expressly set forth in this Agreement. Tenant shall retain title at all times to Tenant's Equipment or personal property installed and operated by Tenant pursuant to this Agreement. Landlord warrants and represents to Tenant that Landlord is the owner of the Premises.

**15. TAXES.** Tenant shall pay all personal property taxes assessed on, or any portion of such tax attributable to Tenant's Equipment. Tenant, upon presentation of sufficient and proper documentation, will pay, within thirty (30) days, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Effective Date, i.e. rollback taxes) which is directly attributable to Tenant's use of the Premises, provided Tenant will be entitled to appeal such increase payable by it. Landlord agrees to cooperate with any appeal of such taxes.



**16. ASSIGNMENT.** Tenant shall not sublet or grant access to the Premises or any part thereof or assign this Agreement, or permit any business to be operated in or from the Premises by any person, firm or corporation other than Tenant without the prior written consent of Landlord.

**17. SUBORDINATION.** This Agreement is and shall at all times, unless Landlord shall otherwise elect, be subject and subordinate to all covenants, restrictions, easements and encumbrances now or hereafter affecting the free title to the Premises and to all ground and underlying leases and mortgages or financing of refinancing.

**18. ATTORNMENT.** Tenant agrees that, in the event of sale, transfer, or assignment of the Landlord's interest in the Premises or in any part thereof, Tenant will attorn to and recognize such transferee, purchaser, ground or underlying lessor or mortgagee as Landlord under this Agreement.

**19. ESTOPPEL CERTIFICATE.** Tenant shall, at any time and from time to time execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect and the dates to which the rental and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any, which are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are in part.

**20. INTEREST ON PAST DUE OBLIGATIONS.** If Tenant shall fail to pay Rent required to be paid hereunder after the same becomes due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of the payment at the lesser of eighteen percent (18%) per annum, or such other rate as is the highest legal rate of interest in effect on the date said sum is due and payable hereunder which may be charged to Tenant in the state where the Premises are located.

**21. ACCORD AND SATISFACTION.** No payment by Tenant or receipt by Landlord of a lesser amount than that stipulate herein for Rent shall be deemed to be other than on account of the earliest stipulated Rent then due, nor shall any endorsement or statement on a check or letter accompanying any check or payment be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease, at law or in equity.

**22. INSURANCE.** Tenant shall have a certificate of insurance certifying the existence of a Commercial General Liability Policy with coverage of not less than \$1,000,000.00. Landlord shall be a certificate holder on the policy.

**23. ATTORNEY'S FEES/ ENFORCEMENT.** Tenant agrees that in the event of its default in any payment of Rent, or in the event of its breach of any of the terms or conditions of this Agreement, Tenant will reimburse the Landlord for any money expended by Landlord for any bills, damages, or other costs that may be incurred to enforce this Agreement, plus reasonable attorney's fees being 20% of all sums owed to Landlord by Tenant.

**24. NOTICES.** For the purpose of this Agreement, all notices shall be in writing and shall be deemed given when delivered, telefaxed, or mailed, first class postage prepaid, to the following addresses:

For Landlord:  
City of Rhome  
Attention: \_\_\_\_\_  
105 W. First Street  
Rhome, TX 76078

For Tenant:  
Partnership Wireless LLC  
Attention: Victor Grijalva  
8565 Thompson Road  
Justin, TX 76247

**25. ENTIRE AGREEMENT.** This writing constitutes the entire agreement between the parties as to the subject matter hereof and supersedes and merges all prior discussions between the parties hereto, and this Agreement cannot be changed or amended in any manner other than by a written agreement of both such parties which agreement shall be set forth as an amendment to this Agreement.

**26. SUCCESSORS AND ASSIGNS.** Except as otherwise provided in this Agreement, all of the conditions, covenants, and agreements of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and assigns. Each provision of this Agreement to be performed by Tenant shall be construed as both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by the provisions of this Agreement.

**27. SEVERABILITY.** If any provision of this Agreement is in conflict with any applicable statute, rule of law, or regulation, then such provision shall be deemed to be null and void to the extent that it may conflict therewith but without invalidating the remaining provisions hereof.

**28. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement. Any individual signing this Agreement on behalf of the entity represents and warrants she or he has authority to do so.

**29. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Parties hereto have therefore executed this Agreement and it shall be effective as of the date first mentioned above.

City Of Rhome

By: Mark Lorange

Name: MARK LORANCE

Title: MAYOR

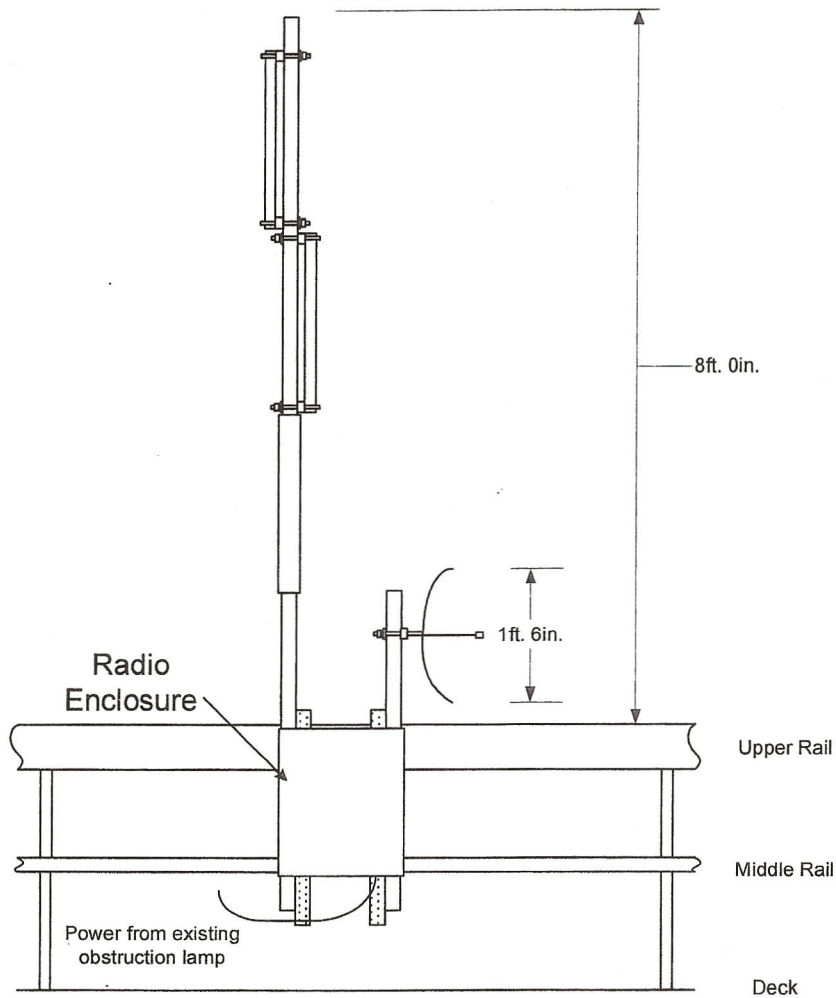
Partnership Wireless LLC

By: Victor Grijalva

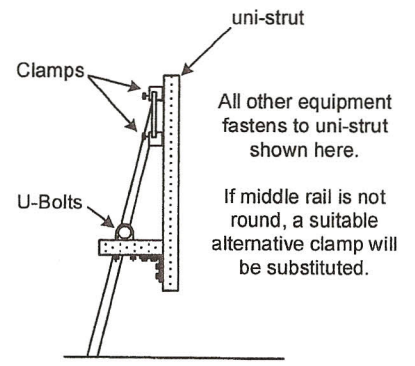
Name: Victor Grijalva

Title: CEO

**EXHIBIT I**  
**Antenna Structure Diagram**

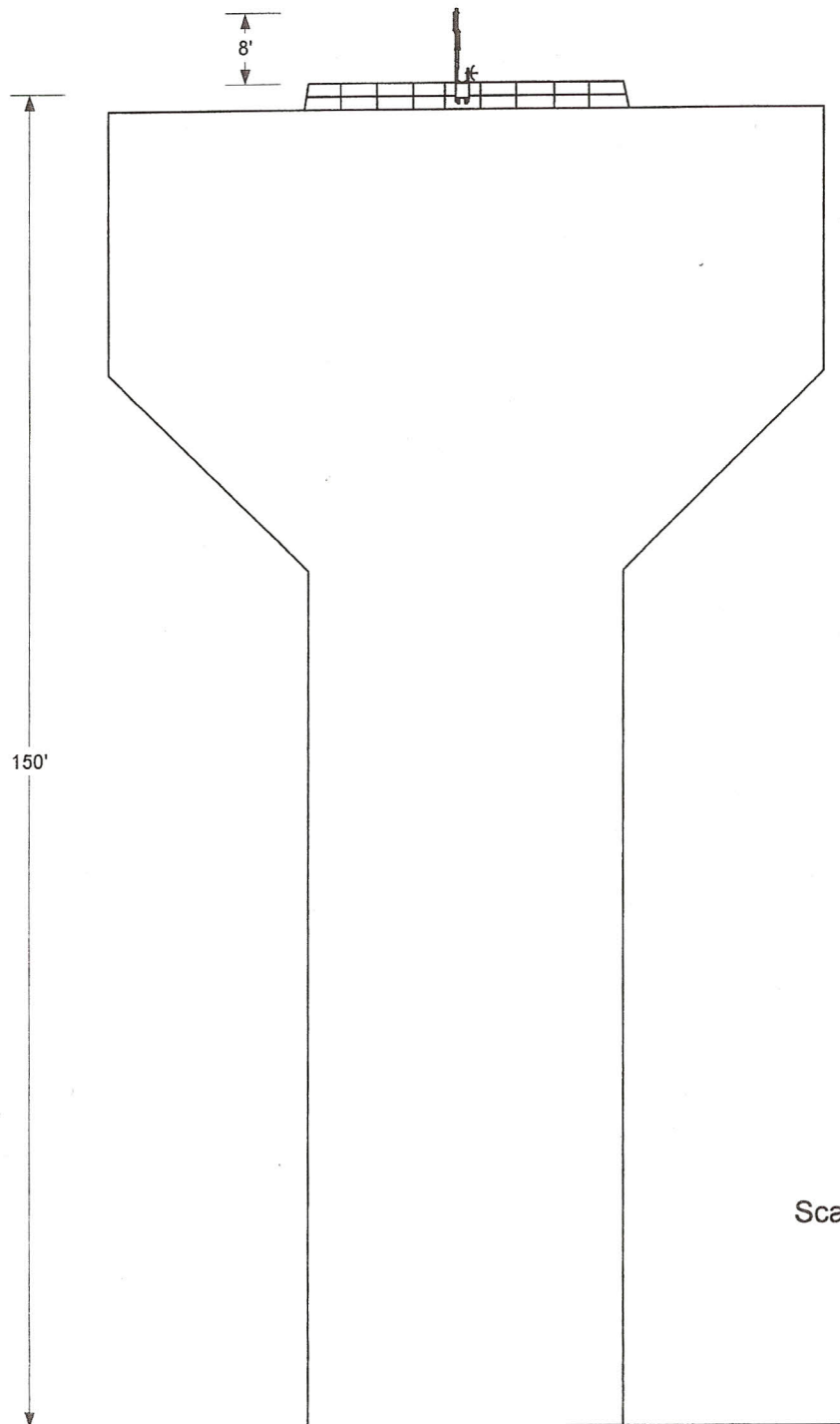


Equipment Detail  
Front View



Mounting Detail  
Side View





Scale Relative to 150'  
Water Tower



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

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

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

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# MONTHLY STAFF REPORTS AND BOARD MINUTES



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

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

## Administration by the Numbers – April 2023

### Bank Statement Balances

Account Name	Balances as of April 2022	Balances as of April 2023
2019 Bond Checking	\$1,121.56	\$0.00
Business Checking	New Account 2022	\$4,269,417.79
Fire Dept Checking	\$66,774.83	CLOSED
Fire Dept Savings	\$59,228.25	\$68,381.46
General Fund Checking	\$783,830.97	CLOSED
General Fund Savings	\$270,904.63	\$221,232.24
Hotel Motel Tax	\$87,484.30	CLOSED
Interest & Sinking	\$433,640.85	CLOSED
LOGIC	\$625,678.40	\$341,346.40
MC Building Security	\$35,335.43	CLOSED
MC Technology Fund	\$2,429.35	CLOSED
Meter Deposits	\$113,289.25	\$133,931.03
Parks & Recreation Checking	\$41,605.72	CLOSED
Payroll ZBA Account	\$1706.61	\$0.00
Police Grant Account	\$2,806.89	CLOSED
Police Seizure Funds	\$12,085.92	CLOSED
Rhome Beautification Fund	\$451.00	CLOSED
Rolling V	\$25,366.00	CLOSED
TEXSTAR	CLOSED	CLOSED
Water & Sewer Checking	\$1,197,130.53	CLOSED
<b>TOTAL</b>	<b>\$3,760,870.49</b>	<b>\$5,034,308.92</b>

Per Council's previous direction to reduce costs and to streamline processes, Staff worked with OpenGov to implement consolidated cash. Several accounts were closed in December 2022 as a result of reaching the desired goal.

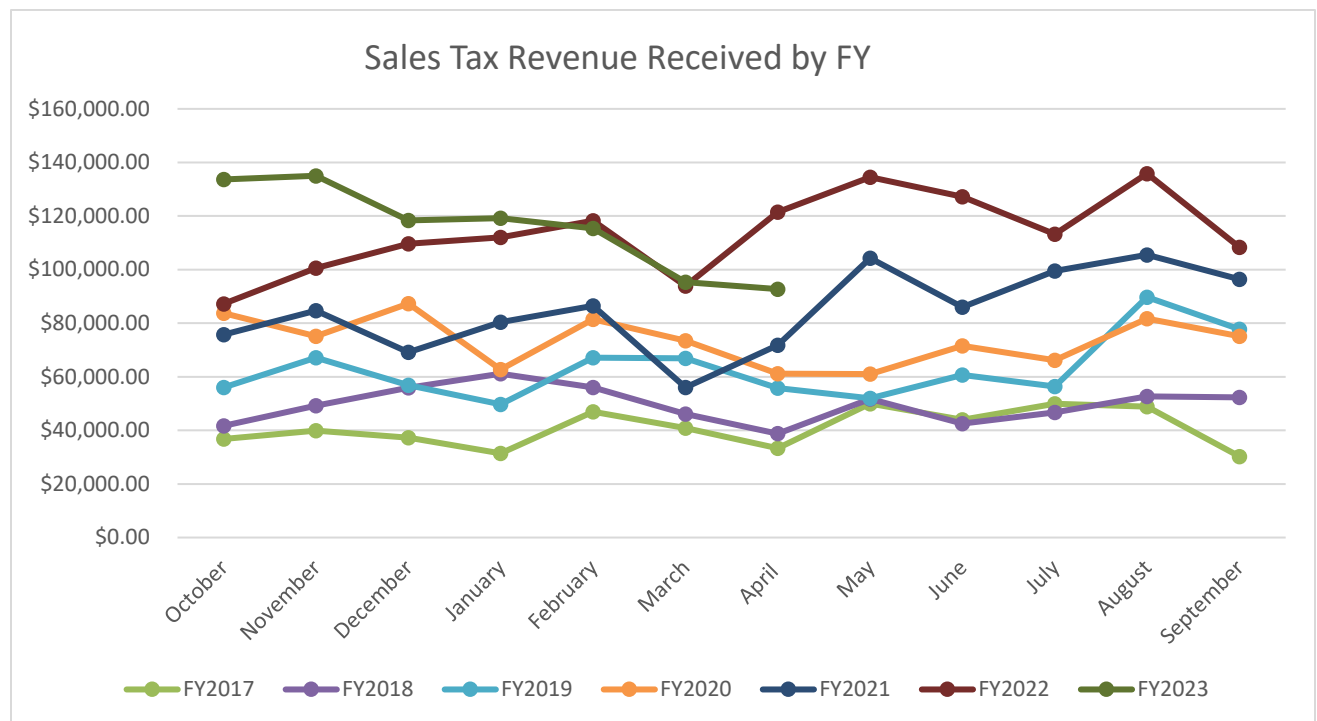
**During the month of December 2022 staff closed Fire Department checking, General Fund Checking, Hotel Motel Tax, Interest and Sinking, MC Building Security, MC Technology Fund, Parks & Recreation Checking, Police Grant Account, Police Seizure Funds, Rhome Beautification Fund, and Water & Sewer Checking.**



## Fiscal Year Sales Tax Revenue Received

March 2023 –

Month Received	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
October	\$36,761.46	\$41,715.19	\$55,994.48	\$83,748.34	\$75,745.64	\$87,240.35	\$133,715.93
November	\$39,909.64	\$49,257.27	\$67,076.39	\$75,077.06	\$84,636.19	\$100,616.96	\$135,029.18
December	\$37,325.73	\$55,857.75	\$56,827.29	\$87,313.44	\$69,183.69	\$109,601.99	\$118,417.56
January	\$31,401.41	\$61,139.42	\$49,719.73	\$62,703.14	\$80,355.58	\$112,070.99	\$119,211.81
February	\$47,000.93	\$56,030.60	\$67,180.35	\$81,459.72	\$86,432.78	\$118,263.75	\$115,348.10
March	\$40,837.42	\$46,156.35	\$66,853.76	\$73,488.63	\$56,025.15	\$93,857.59	\$95,262.56
April	\$33,361.07	\$38,766.96	\$55,814.51	\$61,205.25	\$71,816.35	\$121,488.55	\$92,730.95
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	
<b>Total</b>	<b>\$489,595.61</b>	<b>\$594,864.73</b>	<b>\$756,112.07</b>	<b>\$880,635.57</b>	<b>\$1,015,847.29</b>	<b>\$1,362,425.94</b>	<b>\$809,716.09</b>



## Requests for Information:

ORR NUMBER	NAME REQUESTED	DATE REQUESTED	DATE DUE	INFORMATION REQUESTED	TIME TO COMPLETE	RELEASE DATE
2023-045	JoAnn Wilson	4/3	4/18	Under open records please provide the following: Date Committee established and terms of office, Mission Statement, Names of members, Dates of minutes	10	4/19
2023-046	Angel Tormis	4/1	4/17	Please send us copies of all active leases/licenses for cell towers, rooftop antennas, or other wireless installations on property owned or managed by the City of Rhome, Texas along with 24 months of associated payment histories.	20	4/19
2023-047	Jesus Blanco	4/3	4/18	Any information regarding open cases against 210 Third Street, Rhome, TX 76078. Any demolition permits	10	4/4
2023-048	Terry Priest	4/4	4/19	Building Permit for 210 Third Street, Rhome, TX 76078 and fire report for the same address	20	4/4
2023-049	Carole Bartholomew	4/3	4/18	Please email me building permits and plats for bluestem and reunion in Rolling V Ranch in excel and any other permits in the city for residential and swimming pools for March 2023.	45	4/19

2023-050	Luvleen Punia	4/4	4/19	I would like to receive information from permits for residential new construction. I am interested in: address, permit number, builder/contractor name, subdivision, date permit was issued, and any value, square footage information or floor plan name or number for permits issued for residential new construction from March 1, 2023 -March 31, 2023.	15	4/19
2023-051	James Hunt	4/11	4/25	I'm trying to find out what our total city debt is and came across a discrepancy that I'm hoping you can help clarify and hopefully give me the correct information im looking for. If you can give me the most up-to-date information and explain the discrepancy that would be greatly appreciated.	20	4/25
2023-052	Deborah BeCraft	4/11	4/25	1. The agenda that the 2022 audit was listed on.	15	4/25
2023-053	Deborah BeCraft	4/11	4/25	1. The minutes that shows the vote to extend the deadline for the 2022 audit. It has been posted that the council voted to extend the deadline for the 2022 audit past the 120 days the city sets and the 180 days set by the state. I don't recall it ever going to a vote. From what was posted	10	4/25

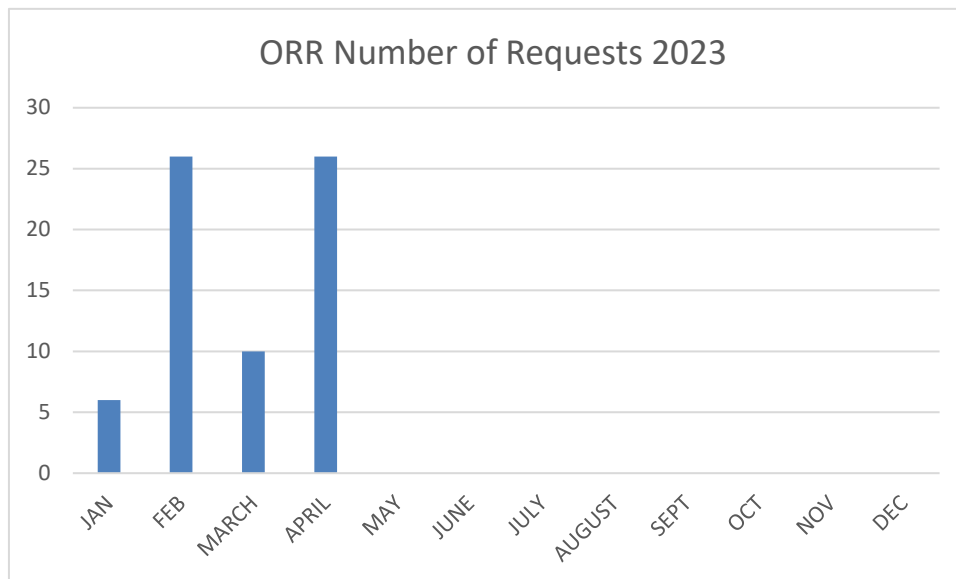
				by a council member my impression was that this was a recent (this year) vote.		
2023-054	Ashley Majors	4/11	4/25	2015-2023 Anyone who has requested any information on myself, ashley Majors	15	4/25
2023-055	Deborah BeCraft	4/10	4/24	Under open records I would like a copy of Kathy Konegni's resignation letter or email with date and time stamp showing when it was sent and who it was sent to.	15	4/25
2023-056	Ian Mercado	4/11	4/25	Properties with lawn maintenance or unmowed lawns from 03/01/2023 through 3/31/2023.	10	4/27
2023-057	Ian Mercado	4/11	4/25	Properties with open code enforcement issues from 03/01/2023 through 3/31/2023.	10	4/27
2023-058	Ian Mercado	4/11	4/25	Properties that have been deemed as substandard or condemned structures from 03/01/2023 through 3/31/2023.	10	4/27
2023-059	Deborah BeCraft	4/20	5/4	Agenda showing where the annual audit was listed to vote on delaying	10	4/25

2023-060	Deborah BeCraft	4/20	5/4	minutes showing council voting to delay the annual audit	10	4/25
2023-061	Randall Loftis	4/20	5/4	Is there a list of vendors used by the City of Rhome? Can I get the list?	30	4/27
2023-062	John Gustafson	4/23	5/5	Current Copy of Solid Waste Hauling Agreement	20	4/27
2023-063	James Hunt	4/21	5/5	Was the police chief given a new contract when he returned to police duty after serving as the intrum city administrator? If so I would like a copy of that contract	10	4/27
2023-064	Frank Segars	4/24	5/8	General Contractor for Rhome Quick Trip	15	4/27
2023-065	Kathy Konegni	4/25	5/8	Video at city hall with conversations between Cynthia Northrop and Patricia Mitchell	15	4/27
2023-066	Kathy Konegni	4/25	5/8	Video at city hall with conversations between Amanda DeGan and Patricia Mitchell	10	4/27
2023-067	Candance Fitch	4/27	5/11	Could I make an open records on an open record that was \$1500 for one open record?	15	4/27

2023-068	Randall Loftis	4/28	5/12	Do you have property tax base information for the City of Rhome?	10	4/28
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## Calendar YTD Requests for Information

Requests Received	68
Pending / Open	0
Sent for Attorney General Opinion (RFO)	1
Complete / Closed	67
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>	0
Approximate Staff Time	27.50
Approximate Supply Cost	0
Approximate Staff Cost	\$687.50





## **Code Enforcement Monthly Report**

**Rhode Police – April 2023**

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

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

**New violations cases opened –**

**0 E Hwy 114 (W. Entrance Bywell) – High grass/weeds  
5853 E Hwy 114 (E. Entrance Bywell) – High grass/weeds  
100 Block Old Mill Rd – Commercial semi-tractors parked overnight(residential)  
216 Troxell – High grass/weeds  
136 Kensington Ct – High grass/weeds  
604 Stirling – High grass/weeds  
140 S. School Rd – High grass/weeds  
1212 Alliance Blvd – High grass/weeds  
1201 Alliance Blvd – High grass/weeds  
109 Kings Way Dr – High grass/weeds  
120 Hampton Ct – High grass/weeds  
213 Troxell – High grass/weeds  
Main/Holly Pkwy – High grass/weeds  
Holly Pkwy behind Motel 6 – High grass/weeds  
421 Stirling – Abandoned vehicle  
199 N. Main – High grass/weeds  
125 W. 2<sup>nd</sup> – High grass/weeds  
133 Kingsway – Abandoned vehicle  
200 N Virginia – Vehicle parked on grass  
104 Hampton Ct – High grass/weeds**

**Violations closed due to compliance –**

**133 Kings Way Dr – vehicle removed from street  
421 Stirling – vehicle removed from street  
213 Troxell – grass mowed  
604 Stirling – grass mowed  
216 Troxell – grass mowed**

136 Kensington Ct – grass mowed  
140 S. School Road – grass mowed  
1212 Alliance Blvd – grass mowed  
109 Kings Way – grass mowed  
120 Hampton Ct – grass mowed  
Main/Holly next to Dollar General – grass mowed  
Holly Pkwy behind Dollar General – grass mowed  
199 N. Main St – grass mowed  
125 W. 2<sup>nd</sup> Ave – grass mowed  
200 N. Virginia – vehicle moved  
104 Hampton Ct – grass mowed

City ordinance calls responded to – 2

Estimated labor hours spent on code enforcement for month – 27

In progress

430 S Old Mill Road – ready to order mowing contractor  
1201 Alliance Blvd – ready to order mowing contractor





## RHODE MUNICIPAL COURT

COURT ACTIVITY	FEB. 2023	MAR. 2023	APR. 2023			
<b>Monthly Violation Activity</b>						
<i>Violations issued:</i>	145	154	151			
<i>Average speed over posted limit:</i>	18.60	20.50	20.30			
<i>Fines/Fees/Costs Assessed (for issued violations):</i>	\$41,350.00	\$43,973.00	\$44,747.00			
<i>Citations closed:</i>	340	216	185			
<i>Citations dismissed (best interest/compliance)</i>	190	121	90			
<b>Court Fines/Fees/Costs Revenue</b>						
<i>Total Court Revenue:</i>	\$49,804.65	\$48,620.09	\$35,376.52			
<i>Court Security Fund Revenue:</i>	\$813.38	\$773.48	\$579.44			
<i>Court Technology Fund Revenue:</i>	\$720.38	\$664.01	\$498.34			

Private Collections Activity						
Total # of violations paid:	60	53	44			
Total amount collected:	\$20,226.22	\$16,443.09	\$11,599.60			
Less 30% owed to Private Collections (commission)	\$4,667.57	\$3,764.23	\$2,637.08			
Monthly Court Expenditures						
Contract Labor:						
a. Presiding Judge	\$900.00	\$900.00	\$900.00			
b. DART Courier Service (to transport files to/from prosecutor & judge for dockets)	\$81.40	\$162.80	169.11			
Legal Fees (State's Attorney/Prosecutor)	\$1,000.00	(pending invoice)	(pending invoice)			
GHS – Private Collections Company (30% fee of total collected)	\$4,667.57	\$3,764.23	\$2,637.08			

# RHOME POLICE DEPARTMENT

Monthly Report  
April 2023



# RHOME PD UPDATES



In April, Chief Debus and Officer Grant participated in reading to kids at Seven Hills Elementary. The kiddos were super excited and Chief Debus and Officer Grant got a kick out of it too.

Your Rhome Police Officers are out and about in the community 24/7/365. This is why we do what we do.





# RHOME PD UPDATES



The Rhome Police Department received a wonderful gift in April. Our friends at TDH Manufacturing fabricated a new metal sign of our updated patch colors to hang on the front of our building. We have been searching for ways of improving the look of our facilities and one of those ways is through branding. Now when folks enter our parking lot they can be sure they've come to the Rhome Police Department.



# TRAINING



In April, Sergeant Soultair attended the Red Dot Sight Instructor Course at TCC. Upon completion, Sergeant Soultair returned and put Chief Debus through the Red Dot transition course. The use of a red dot on a pistol is intended to aid in, not only accuracy, but target acquisition and identification. Chief Debus and Sergeant Richie also attended the Texas Police Chief Conference.

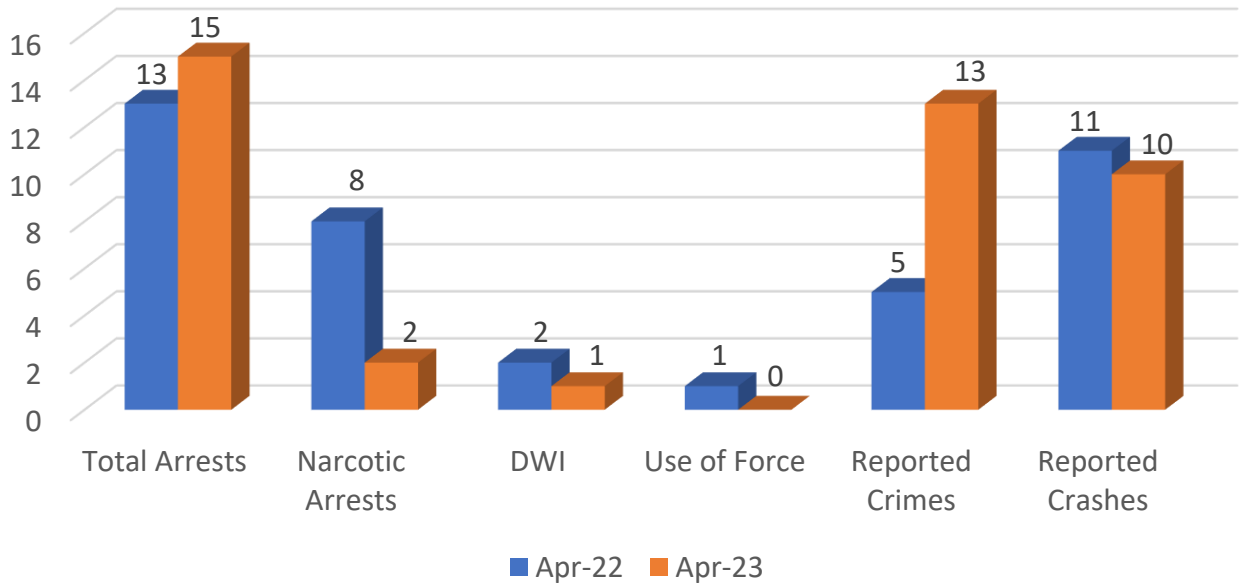
## Other Training Completed in April:

- Officer Lord completed his 87<sup>th</sup> Legislative Update course as required by TCOLE.
- Officer Munoz completed the 40 hour Crisis Intervention Training as required by TCOLE.
- Chief Debus completed a class on Critical Incident Early Intervention Strategies.

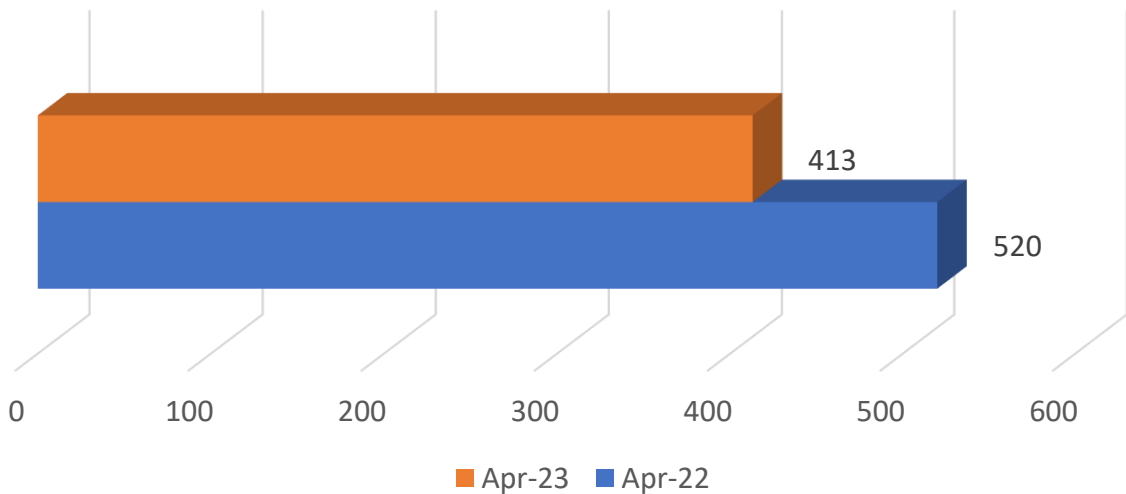


# MONTHLY STATISTICS

## Monthly Activity

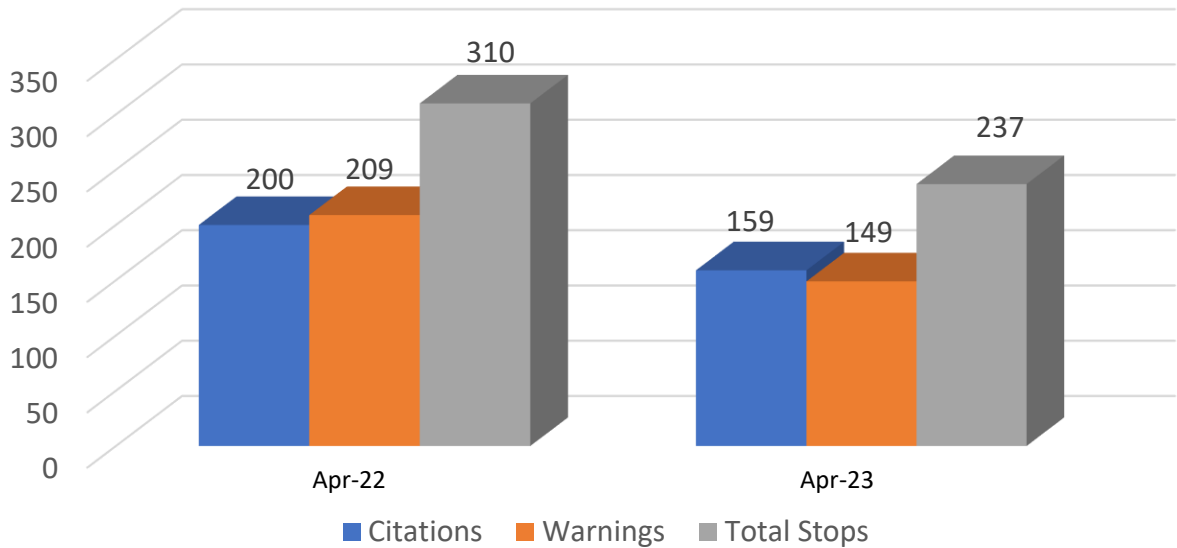


## Calls For Service

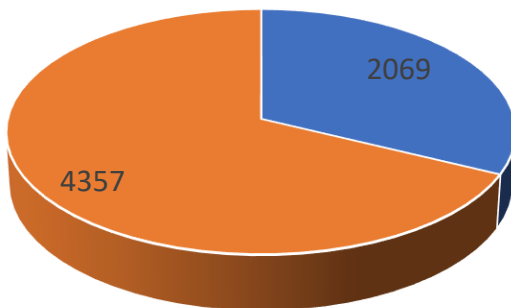


# MONTHLY STATISTICS

## Traffic Stops

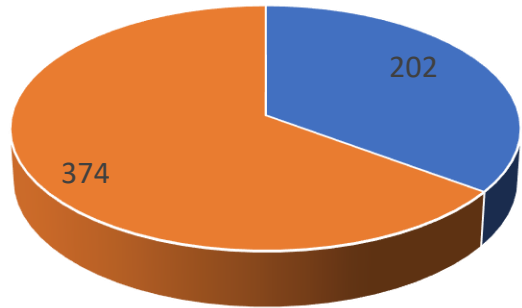


## Security Checks



■ Apr-22 ■ Apr-23

## Neighborhood Patrols



■ Apr-22 ■ Apr-23





# NARCOTICS SEIZED

# Methamphetamine

## 6.2 Grams



# 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.

- With approval from the Rhome City Council, we have entered into an agreement with [propertyroom.com](http://propertyroom.com) and will soon be disposing of unused and outdated items in the storage area.
- We have begun making minor improvements to the Police Department building using the funds granted by the City Council.
- 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.



**Chief of Police**  
RHOME POLICE DEPARTMENT





Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

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

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

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# REGULAR AGENDA



**Agenda Commentary**  
**Meeting Date: May 17, 2023**

Department: Administration  
Contact: Amanda DeGan, City Administrator  
**Agenda Item: Ordinance Update – 2023-01**

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

**Summary:**

- During the hiring process for the current City Administrator, Amanda DeGan, ordinances were identified that need to be updated relative to the hiring and appointment of staff and the reporting structure of the organization.
- The Code of Ordinances should be routinely reviewed to ensure the Council minute orders (from the bi-monthly agenda meetings) and other Council actions are correctly updated and reflected in the Code.
- The Staff are asking Council for direction on the need for any policy updates relative to this topic.

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

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

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

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

**History / Details / Recommendation:**

At the Council's request, Staff are bringing this item back for Council approval. This ordinance will update various components of our code. The yellow highlighted sections should be added or changed to comply with current practices and other provisions of the Rhome Municipal Code.

HISTORY: The City has several ordinances that pertain to the administrative management and oversight of the organization. These duties were vested through the creation of a city administrator/manager position in 2018. Generally, when an Administrator/Manager for the municipality is hired, the business aspect of the organization is overseen by this position with regular and routine updates provided to the elected officials during the publicly posted Council meetings. The Administrator/Manager position is accountable to and works for the governing body, which in this case, is the Mayor and Council Members of Rhome. The Administrator/Manager position is evaluated by the governing body, policy direction is given to the person holding this position.

In the packet, are two (2) publications that explain the structure and benefits of having an Administrator/Manager position.

Below, you will find several sections of the Code that conflict with one another to some degree. Staff will be asking for clarification of roles and responsibilities and need direction.

### ***Changes in Ordinances***

Sec 1.06.032 Powers And Duties Generally. The city administrator, ~~under the direct supervision of the mayor~~ under the direct supervision of the governing body, shall exercise powers and duties as delegated by the ~~mayor~~ City Council to manage and operate the government of the city. (Ordinance 2018-03 adopted 1/11/18)

Sec. 1.06.002 subsection c - Disciplinary action by mayor. ~~City officers as designated in section 1.06.001 may be disciplined by the mayor~~ The mayor shall inspect the conduct of the City Officers as designated in Section 1.06.001 for any negligence, carelessness, or other violation of duty as set forth in V.T.C.A., Local Government Code, section 22.042. Such discipline may include at the mayor's discretion the placing of the subject official on unpaid administrative leave for up to thirty days or until the next regular meeting of the city council, whichever is longer. At the next regular meeting of the city council the subject official may request the city council to review the disciplinary action and upon the affirmative vote of four council members the city council may rescind the disciplinary action. (Ordinance 2018-15, sec. 1, adopted 3/8/18)

### Sec 9.01.004 Department Heads - Terms; Removal

1. Appointment. Department heads as designated in section 9.01.003 shall be appointed to office by the ~~mayor~~ City Administrator subject to confirmation by the city council as set forth in V.T.C.A., Local Government Code, section 22.010.
2. Removal by city council. Department heads as designated in section 9.01.003 shall be removed from office by the ~~city council~~ City Administrator as set forth in V.T.C.A., Local Government Code, section 22.072.
3. Disciplinary action by ~~mayor~~ City Administrator. ~~Department heads as designated in section 9.01.003 may be disciplined by the mayor~~ Department heads will be evaluated based on job performance, along with any negligence, carelessness, or other violation of duty ~~as set forth in V.T.C.A., Local Government Code, section 22.042.~~ Such discipline may include at the ~~mayor's~~ City Administrator's discretion the placing of the ~~subject official~~ department head on unpaid administrative leave for up to thirty days while any matter is investigated. The City Administrator will update the governing body on the outcome of the investigation at the conclusion of the 30 days. ~~or until the next regular meeting of the city council, whichever is longer. At the next regular meeting of the city council the subject official may request the city council to review the disciplinary action and upon the affirmative vote of four council members the city council may rescind the disciplinary action.~~ (Ordinance 2018-15, sec. 2, adopted 3/8/18)

### Sec 9.02.031 Chief Of Police

1. The position of police chief is created. The police chief shall be appointed or removed from office as set forth in Section 9.01.004 of the Rhome Municipal Code. ~~V.T.C.A., Local~~

~~Government Code, section 22.077.~~ (Ordinance ~~2018-02~~ 2023-02 adopted ~~1/11/18~~ May 17, 2023)

***Ordinance Approved in 2022 – as Administrator/Manager duties evolved***

Sec 1.03.009 Prohibited Conduct By Officers Of The City. No Mayor, Council Member, Board or Commission Member:

1. May hold themselves out as representing the city in any capacity other than that for which they were elected or appointed.
2. May transact any city business in his/her capacity that has not been authorized by the Council.
3. May use their official position to secure confidential information for any purposes other than official responsibilities.
4. May interfere with the City Administrator's duties of appointment to and removal of persons from employment with the city. Except for the purpose of inquiry, the Mayor and Council Members shall deal with the city departments and city employees for which the city administrator is responsible solely through the city administrator, and neither shall give orders to any of the subordinates of the city administrator, either publicly or privately. (Ordinance 2202-05, February 24, 2022)

Sec 1.06.031 Position Created; Appointment And Removal

The position of City Administrator is hereby created. Such city administrator shall be appointed by the majority vote of the City Council. Such city administrator shall be removed as set forth in V.T.C.A., Local Government Code, section 22.077 **and any other requirements or provisions as stipulated in any employment agreement.** (Amended by Ord. [2022-20](#) on 11/10/2022)

**CITY OF RHOME, TEXAS  
ORDINANCE NO. 2023-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RHOME, TEXAS, UPDATING ORDINANCE 2018-03 AND ORDINANCE 2018-15 PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Rhome, Texas (“City”) is a Type A general law municipality governed by Chapter 22 of the Texas Local Government Code; and

**WHEREAS**, the Council has approved Ordinances pertaining to the City personnel; and

**WHEREAS**, Ordinance 2018-03 shown as Section 1.06.032 in the Code of Ordinances and Ordinance 2018-15 known as Section 1.06.002 subsection C and Ordinance 2022-20 need to be updated; and

**WHEREAS**, the City Council does hereby deem it advisable and in the public interest to amend Sections 1.06.031, 1.06.032, 1.06.002, and 9.01.004 described herein.

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

**SECTION 1  
CHAPTER 1 “GENERAL PROVISIONS”  
ARTICLE 1.06 “CITY OFFICERS”  
DIVISION 2 “CITY ADMINISTRATOR”  
SECTION 1.06.031 “POSITION CREATED; APPOINTMENT AND REMOVAL”**

The position of City Administrator is hereby created. Such city administrator shall be appointed by the majority vote of the City Council. Such city administrator shall be removed as set forth in V.T.C.A., Local Government Code, section 22.077 and any other provisions or requirements as stipulated in any employment agreement.

**SECTION 1  
CHAPTER 1 “GENERAL PROVISIONS”  
ARTICLE 1.06 “CITY OFFICERS”  
DIVISION 2 “CITY ADMINISTRATOR”  
SECTION 1.06.032 “POWERS AND DUTIES GENERALLY”**

Article 1.06, “City Officers” of Division 2, “City Administrator”, Section 1.06.032 “Powers and Duties Generally” is hereby amended to provide as follows:

Sec 1.06.032 Powers and Duties Generally

The city administrator, under the direct supervision of the governing body, shall exercise powers and duties as delegated by the City Council to manage and operate the government of the city.

**SECTION 2**  
**CHAPTER 1 “GENERAL PROVISIONS”**  
**ARTICLE 1.06 “CITY OFFICERS”**  
**DIVISION 1 “GENERALLY”**  
**SECTION 1.06.002 “TERMS; REMOVAL”**

Article 1.06, “City Officers” of Division 1, “Generally”, Section 1.06.002 “Terms; Removal” is hereby amended to provide as follows:

Sec. 1.06.002 subsection c - Disciplinary action by mayor. The mayor shall inspect the conduct of the City officers as designated in section 1.06.001 for any negligence, carelessness, or other violation of duty as set forth in V.T.C.A., Local Government Code, section 22.042. Such discipline may include at the mayor’s discretion the placing of the subject official on unpaid administrative leave for up to thirty days or until the next regular meeting of the city council, whichever is longer. At the next regular meeting of the city council the subject official may request the city council to review the disciplinary action and upon the affirmative vote of four council members the city council may rescind the disciplinary action.

**SECTION 3**  
**CHAPTER 9 “PERSONNEL”**  
**ARTICLE 9.01 “GENERAL PROVISIONS”**  
**SECTION 9.01.004 “DEPARTMENT HEADS – TERMS; APPOINTMENT AND REMOVAL”**

Article 9.01, “General Provisions” of Section 9.01.004 “Department Heads - Terms; Removal” is hereby amended to provide as follows:

- (a) Appointment. Department heads as designated in section 9.01.003 shall be appointed to office by the City Administrator.
- (b) Removal by city council. Department heads as designated in section 9.01.003 shall be removed from office by the City Administrator.
- (c) Disciplinary action by City Administrator. Department heads will be evaluated based on job performance, along with any negligence, carelessness, or other violation of duty. Such discipline may include, at the City Administrator’s discretion, placing the department head on unpaid administrative leave for up to thirty days while any matter is investigated. The City Administrator will update the governing body on the outcome of the investigation at the conclusion of the 30 days.

**SECTION 4**  
**PROVISIONS CUMULATIVE**

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.



**SECTION 5**  
**PROVISIONS SEVERABLE**

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

**SECTION 6**  
**RIGHTS AND REMEDIES SAVED**

All the City's rights and remedies are expressly saved as to any violations of the provisions of the City Code amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of this ordinance's effective date; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**SECTION 7**  
**EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED** by the City Council of the City of Rhome, Texas, this the 20<sup>th</sup> day of April 2023,

\_\_\_\_\_  
Patricia Mitchell,  
Mayor

[SEAL]

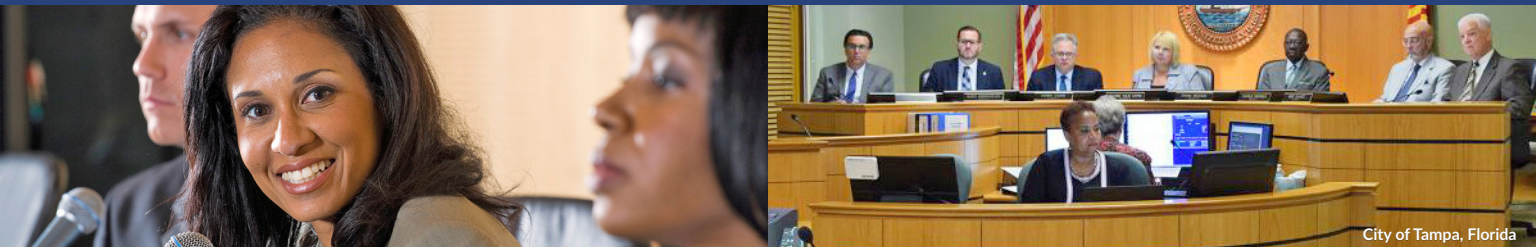
ATTEST:

\_\_\_\_\_  
Shaina Odom  
City Secretary

APPROVED TO AS FORM:

\_\_\_\_\_  
Carvan E. Adkins,  
City Attorney

# Key Roles in Council-Manager Government



City of Tampa, Florida

## THE ROLE OF THE MAYOR OR CHIEF ELECTED OFFICIAL

Typically, the mayor or board chairperson in a council-manager community is a voting member of the governing body who may be either directly elected, as in 69 percent of council-manager communities, or who is selected by and from among their colleagues on the governing body. The mayor or chairperson is the public face of the community who presides at meetings, assigns agenda items to committees, facilitates communication and understanding between elected and appointed officials, and assists the governing body in setting goals and advocating policy decisions.

## THE ROLE OF ELECTED OFFICIALS

Under the council-manager form, the elected officials (e.g. the council or board) are the legislative body and the community's policy makers. Power is centralized in this body, which approves the budget and adopts local laws and regulations, for example. The elected officials also focus on the community's big-picture goals, such as community growth and sustainability.

The elected officials hire a professional city, town, or county manager based on that person's education, experience, skills, and abilities and NOT on their political allegiances. The elected officials supervise the manager's performance, and if that person is not responsive and effective in their role, the elected officials have the authority to remove her or him at any time.



City of Cedar Park, Texas

## THE MANAGER'S ROLE

The manager is an at-will employee who can be fired by a majority of the elected officials, consistent with local laws or any employment agreements. This person

- Prepares a budget for the governing body's consideration.
- Recruits, hires, supervises, and terminates government staff.
- Serves as the governing body's chief advisor by providing complete and objective information about local operations, discussing options, offering an assessment of the long-term consequences of decisions, and making policy recommendations.
- Carries out the policies established by the governing body.

## WHAT ROLE DO RESIDENTS PLAY?

Under council-manager government, local governments often actively engage and involve their residents in community decision making. Residents can guide their community by serving on boards and commissions, participating in visioning and strategic planning sessions, and designing community-oriented local government services.

For more information, contact

[icma.org/contactus](https://icma.org/contactus)

@ICMA ICMAorg

To learn more about professional local government management, visit [icma.org/professional-local-government-management](https://icma.org/professional-local-government-management)

# Council-Manager Form of Government



INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION  
777 N. Capitol St NE, Ste. 500, Washington, DC 20002  
202.962.3680 | 202.962.3500 (f) | [icma.org](https://icma.org)

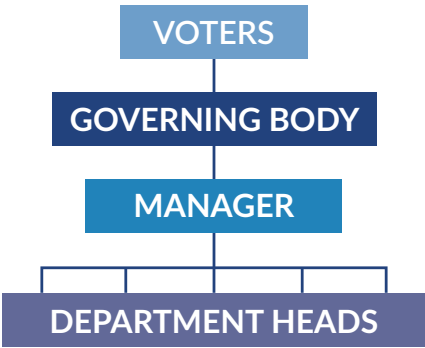
What it is, how it works, and the benefits to your community

What is the council-manager form of government?

The council-manager form is the most popular structure of government in the United States among municipalities with populations of 2,500 or more. It is one of several ways in which U.S. municipalities and counties can organize.

Under this form, residents elect a governing body—including a chief elected official, such as a mayor or board chairperson—to adopt legislation and set policy. The governing body then hires a manager or administrator with broad executive authority to carry out those policies and oversee the local government’s day-to-day operations.

The Council-Manager Form



What’s so special about the council-manager form of government?

Born out of the U.S. progressive reform movement at the turn of the 20th century, the council-manager form was created to combat corruption and unethical activity within local government by promoting nonpolitical management that is effective, transparent, responsive, and accountable.

The council-manager form of government recognizes the critical role of elected officials as policy makers, who focus on mapping out a collective vision for the community and establishing the policies that govern it. The form also recognizes the need for a highly-qualified individual who is devoted exclusively to the delivery of services to residents.

Think about the structure used by many corporations, in which the board of directors hires an experienced CEO, who is granted broad, executive authority to run the organization. While these boards establish the company’s overall policy direction, the CEO oversees implementation of that policy.

What types of communities use the council-manager form of government?

Today more than 120 million people in the U.S. live in municipalities that operate under the council-manager form. Fifty-four percent of the more than 4,300 U.S. municipalities with populations of 10,000 or more use the form, as do 59 percent of the 347 municipalities with populations greater than 100,000. More than 800 counties also employ a similar system.

How can council-manager government benefit my community?

- **Flexibility**—The council-manager form can adapt to local needs and demands. While governing bodies in some council-manager communities are elected at large, for example, others are elected by district or by a combination of an at-large-and-by-district system to respond to local needs.
- **Clearly Defined Roles**—Under the council-manager form, there is a clear distinction between the administrative role of the manager and the political and policy roles of the governing body, lead by the mayor. The day-to-day operations of the local government organization reside with the appointed manager, allowing elected officials to devote their time and energy to policy development and the assessment of the effectiveness of those policies within the community.
- **A Roadmap for Success**—The council-manager form is the system of local government under which professional management is most likely to succeed. Under this system, professional managers can focus on service delivery, policy implementation, and performance management and can align the local government’s services with the values, mission, and policy goals defined by the community and elected officials.

How do we know that council-manager government works?

- The Equipt to Innovate Initiative—a framework of seven essential elements that define high-performance government and empower innovation—found in 2017 that top-performing cities in all but one element employed the council-manager form of government. In 2018, the study’s overall top performer was also council-manager.

- Two-thirds of Moody’s Aaa-bond-rated communities are run by professional local government managers, and many operate under the council-manager form of government.
- An IBM Global Business Services report titled “Smarter, Faster, Cheaper” found that cities that operate under the council-manager form of government are nearly 10 percent more efficient than those that operate under the mayor-council form.
- The National Civic League, America’s oldest advocate for community democracy, has endorsed council-manager government through its *Model City Charter* since 1915.
- The majority of communities recognized since 2013 with the National Civic League’s coveted All-America City Award have been council-manager.

Does it cost more for a community to adopt the council-manager form and hire a professional manager?

Many local governments have *reduced* their overall costs after hiring a professional manager. Savings can come from decreased operating costs, increased efficiency and productivity, improved revenue collection, and effective use of technology. The economic health of the community may also benefit from the implementation of improved business development and retention strategies.

How can my community adopt the council-manager form of government?

Methods vary from state to state, but most communities can adopt council-manager government through a charter, local ordinance, state enabling law, or by voter referendum. For information on how your community can adopt council-manager government, contact your state municipal league, state and local government association, or association of counties. You can find contact information for these organizations at [icma.org/state-localgovassns](http://icma.org/state-localgovassns) or [ncl.org/state-municipal-leagues](http://ncl.org/state-municipal-leagues).

Once my community adopts council-manager government, how do we hire a professional manager?

The vacancy is often announced in *Leadership Matters*, ICMA’s weekly e-newsletter; through the ICMA Job Center at [icma.org/job-center](http://icma.org/job-center); and through state league publications,

and qualified candidates are invited to apply. Elected officials may also hire an executive recruitment firm to assist them with the selection process. Interested parties may apply directly to the governing body or to the recruitment firm, which reviews the applications and interviews qualified candidates. *ICMA makes no recommendations regarding candidates.* Additional information on hiring a professional local government manager is available in ICMA’s *Recruitment Guidelines Handbook*. Visit [icma.org/documents/recruitment-guidelines](http://icma.org/documents/recruitment-guidelines) to download a copy.

What kind of educational and on-the-job experience do professional local government managers generally have?

Sixty-five percent of managers surveyed by ICMA indicated that they had earned a master’s (usually in public administration, business, or public policy), or other advanced degree. Survey respondents also said that they had spent an average of more than 20 years working in the local government management profession.

What is ICMA and why is membership in that organization important?

ICMA, the International City/County Management Association, is the professional and educational “home” for more than 12,000 appointed managers and administrators serving cities, towns, counties, other local governments, and regional entities in 40 countries throughout the world.

In addition to gaining access to valuable resources and lifelong professional development opportunities, appointed local government managers who are members of ICMA are bound by its Code of Ethics, which commits members to a set of ethical standards of honesty and integrity that go beyond those required by the law. This stringently enforced code specifies 12 ethical principles of personal and professional conduct, including dedication to good government. For more information, visit [icma.org/ethics](http://icma.org/ethics).

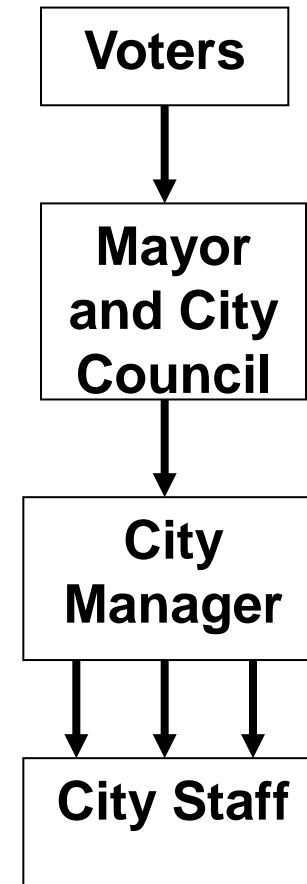
Finally, through its Voluntary Credentialing Program, ICMA recognizes individual members who are qualified by a combination of education and experience, adherence to high standards of integrity, and an assessed commitment to lifelong learning and professional development. ICMA members who meet these requirements may earn designation as an ICMA Credentialed Manager. For more information on ICMA’s Voluntary Credentialing Program, visit [icma.org/voluntary-credentialing-program-overview](http://icma.org/voluntary-credentialing-program-overview).

# Council-Manager Form of Government



# Basics of Council-Manager Form of Government

- Similar to a board of directors and CEO in private enterprise
- Policy
- Administration
- Reform Movement



# History -- 99 Years

- It is not new.
- Part of the early 1900's Reform movement
- 1904 in Ukiah, California
- 1913 in Terrell and Amarillo, Texas
- 1930 in Dallas, Texas
- Most popular in cities 5,000 and larger
- 3,400 cities in USA
- 89 million Americans
- 141 cities out of 237 cities over 100,000 population



# 284 Cities In Texas

Dallas	Fort Worth
Corpus Christi	Austin
San Antonio	Beaumont
Garland	Arlington
Grand Prairie	Plano
Lubbock	Amarillo

# Form of Government 1984-2000

ICMA Survey

<b>Form of Government</b>	<b>1984</b>	<b>2000</b>
Council-Manager	2,290 (38.3%)	3,302(52.4%)
Mayor – Council	3,686(61.7%)	2,988(47.6%)
Totals	5,976(100%)	6,290(100%)

# Abandonment

- Voters decide
- In Texas only 34 abandonment elections have been held in 90 years
- Only 3 have been successful

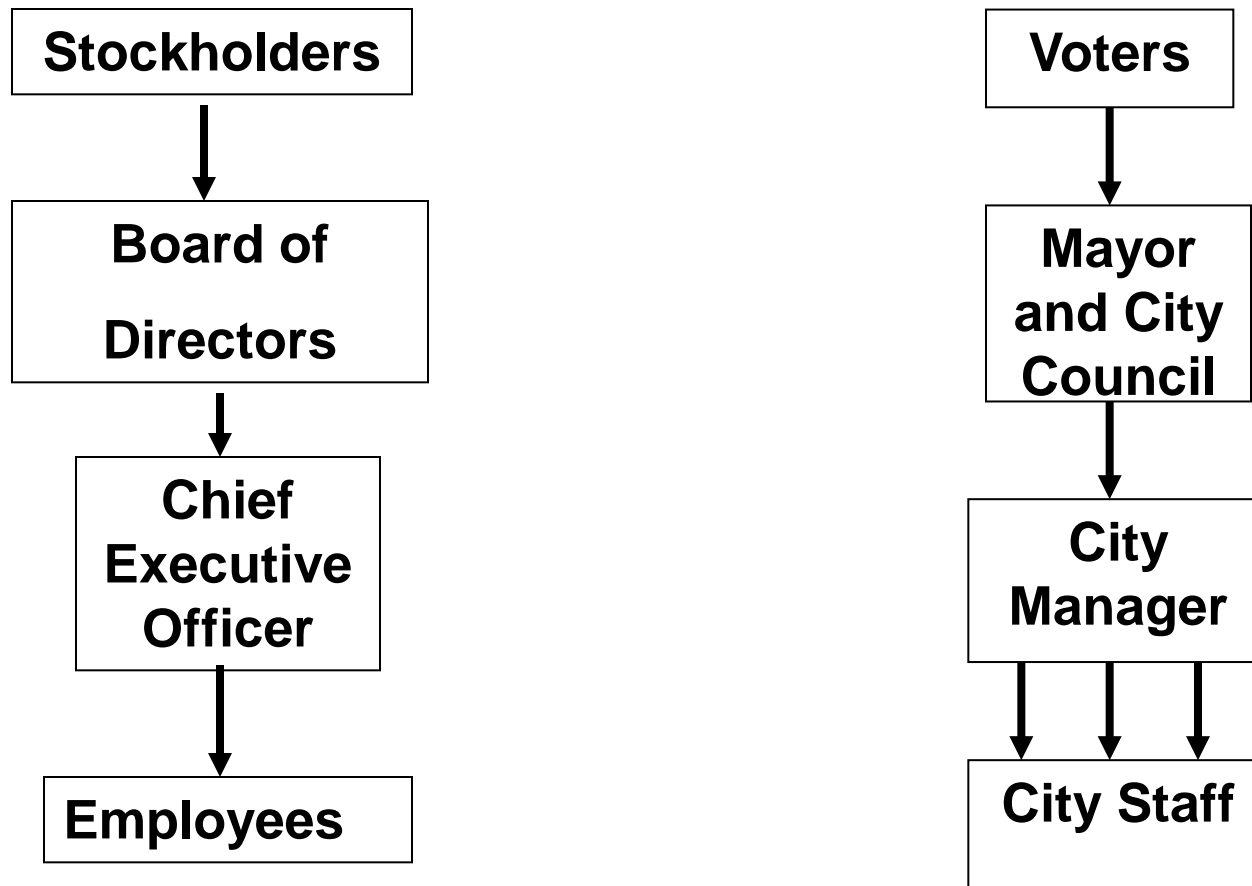
# 3 Cities that Abandoned

City	Adopted	Abandoned
Electra	1975	1989
Houston	1942	1947
Ranger	1919	1921

# Abandoned but Returned

City	Adopted	Abandoned	Readopted
Denton	1914	1919	1959
Waco	1924	1946	1948
Gainesville	1927	1947	1949
Rosenberg	1956	1960	1985
Athens	1960	1963	1966

# The Theory – Board of Directors





# Different Types

- Contemporary local governments are more complex than the textbooks suggest.
- Council-Manager form is adaptable to local conditions and preferences.
- Decided by the voters.

# Responsibilities in the Council Manager form of government

- City Council
- Mayor
- City Manager
- Other Council Appointed Officials

# City Council

- Policymakers
- Elected representatives
- Leaders
- Hires/fires city manager
- Approves budget and tax rate
- Adopts ordinances
- Establishes goals
- Supervises, monitors, & evaluates city manager's performance

# **Mayor**

Based upon the Model City Charter by  
National Civic League

- 1) Member of the Council, presides at its meetings and votes
- 2) Key representative in intergovt. relations
- 3) Appoints, with Council advice and consent, members of boards & commissions

# Mayor (Cont.)

Based upon the Model City Charter by  
National Civic League

- 4) Presents annual state of the city address
- 5) Appoints members and officers of Council committees
- 6) Assigns, with Council advice and consent, agenda items to Council committees

# Mayor (cont.)

Based upon the Model City Charter by  
National Civic League

- 7) Recognized as head of city govt. for ceremonial purposes and by governor for purposes of military law.
- 8) Shall have no administrative duties



# Mayor

## Other Powers and Duties

9) Serves as spokesperson for the city

10) Facilitates communications between councilmembers

11) In a few cities, Mayor:

- Has veto power
- Has limited staff in his/her office
- Receives city manager's budget in advance
- Has longer term of office than councilmembers
- Has lead role in selection of city manager

# City Manager

- 1) Hired and fired by the City Council
- 2) Is bound by whatever action the City Council takes
- 3) Serves at the pleasure of the City Council.
- 4) Implements policy
- 5) Hires and fires the personnel
- 6) Prepares budget
- 7) Handles administrative duties

# City Manager (cont.)

- 8) Serves as the Council's chief advisor
- 9) Provides an experienced, professional resource for the City Council
- 10) Informs the Council in an objective and complete manner
- 11) Provides the pros and cons on an issue or a project
- 12) Describes the long term consequence of a proposed action

# Other Key Officials

- City Secretary and City Attorney
- In some cities appointed by Council, in others appointed by city manager
- Duties remain the same
- Regardless of method of appointment, they work closely with the city manager.

# City Manager's Qualifications

- Education – 73% have a masters in public administration, urban affairs, or public affairs or professional degrees
- Experience – Average of 17 years in local government management positions
- Knowledge – city operations, state law, governmental processes
- Council can hire whomever they wish

# Cost of City Manager

- Salaries in cities about your size can range from \$\_\_\_\_\_ to \$\_\_\_\_\_
- Think of organizations in your area with similar budgets and staffs as the city's. What are these CEO's paid?
- Depends on experience, education, complexities of the government, local job market, and economic conditions



# Cost of City Manager (cont.)

- Savings can be derived from reduced operating costs, increased efficiency, improved revenue production, and/or effective use of technology

# Code of Ethics

- Both the International City/County Management Association and the Texas City Management Association have strong Codes of Ethics
- 12 ethical principles of personal and professional conduct
- Prohibits all political involvement
- Standards of integrity more vigorous than those required by law

# Possible Cons to Council Mgr. form

Con	Response
1) Mgr. isn't answerable to the citizens	1) Mgr. is absolutely answerable to the Council who are answerable to citizens
2) Council can no longer give directions to the city staff	2) This prevents mixing of politics and administration and too many bosses giving orders.

# Cons

Con	Response
3) Mgr. is an “outsider” who does not know the community	3) Mgr. is a professional who knows local govt. The Council knows the community.
4) Mgr. controls the information and may not keep Council informed.	4) Mgr. works for the Council & it is his/her job to keep Council informed

# Cons

Cons	Responses
5) Mgr. increases bureaucracy	5) Mgr. is a professional who strives for efficiency, effectiveness, and productivity w/i parameters set by the Council.
6) Mgr. is too expensive	6) City budgets are larger than most businesses in the city. Mgr. is paid commensurate with his/her training and experience.

# Summary

- ✓ Council-Manager form has a long history in Texas.
- ✓ It is growing across the nation.
- ✓ It is similar to a business approach.
- ✓ Mayor & Council are in control.
- ✓ Mayor & Council have more time for the big picture items and looking to the future.

# Most Common Reasons for Changing to Council-Mgr. Form

- Continuity of ongoing plans and operations.
- Professionalism of department heads and key officials.
- Favorable experiences in other cities of similar size.
- Minimizing politically-motivated decisions in daily operations such as personnel.



# Is it right for your city?

- It does work well in other cities
- It does make sense
- It is logical and reasonable
- Only you, the citizens, can determine what you need
- You know your community

# Bottom Line

- Structure of city government means little to most taxpayers as long as trash is collected, stray dogs are picked up, crime is low, potholes fixed, and their city government is fiscally responsible.
- They do want a well run city.
- What best meets the needs of your citizens?



**Agenda Commentary**  
**Meeting Date: May 17, 2023**

---

Department: Administration  
Contact: Amanda DeGan, City Administrator  
**Agenda Item: Personnel Manual**

---

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

---

**Summary:**

- With the recent updates to the personnel manual, the document needs minor adjustments to properly reflect the ordinances approved by Council.

---

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

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

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

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

---

**History / Details / Recommendation:**

At Council's request, I have made the necessary changes and am bringing this back for approval.



# Personnel Information & Guidelines

May 20, 2023

Version 1 - Adopted July 11, 2013

Version 2 - Revised September 12, 2013

Version 3 – Revised and adopted by Council May 10, 2018

Version 4 – Revised and adopted by Council June 14, 2018

Version 5 – Revised and adopted by Council April 8, 2021

Version 6 – Revised and adopted by Council May 20, 2023

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## **Welcome to the Rhome Team!**

The City of Rhome was originally incorporated in 1935 by a vote of residents on the 17<sup>th</sup> day of September. The vote had 66 people in favor and only 10 opposed. The community was originally known as Prairie Point, which was next to two stagecoach lines from the 1850's. Rhome itself, was named for Colonel Byron Crandall Rhome, a local rancher who was credited with bringing the first herd of Hereford cattle to the county. In the late 1800's, Rhome had about 175 residents with a church, school, and two (2) local flour mills. Since that time, the community has continued to grow and expand as the Metroplex pushes ever westward toward our area.

Retrieved from "The Handbook of Texas Online" at <https://www.tshaonline.org/handbook/entries/rhome-tx>. Last updated on June 1, 1995.

The Staff team in Rhome is comprised of individuals who specialize in administration, public works, police, fire/EMS, municipal court, and permits/inspections. Although all of these service areas of different, we all work together to make Rhome a better place to live and work. We are proud to be committed to public service, which helps make our own lives and those we serve rich with meaning and achievements.

This handbook is designed to give you information on a variety of topics related to your employment. It will allow you to refer back to the guidelines and policies as needed and provides a written format for us to update and provide to Staff to increase communications. For instance:

1. The guidelines will promote consistency of practice and information for Staff members; and,
2. Explain the compensation policy for the City, as well as the paid time off for Staff; and,
3. Serves as a communication method and reference document, that you should review from time-to-time during your employment; and,
4. Outlines the policies and procedures for work schedules; and,
5. Help to create a working environment where you may grow professionally and personally; and;
6. Explain a variety of additional information to help you be successful while in Rhome.

We hope you come to enjoy working here and feel welcome as a continuing or new member of our work family. Please reach out to any of us should you need anything and if you have questions on the Personnel Information & Guidelines Handbook, feel free to let me know.

Thank you,

Amanda DeGan, City Administrator



## **CODE OF ETHICS**

The employees of the City of Rhome are expected to adhere to high ethical standards of conduct in the performance of their duties, observing all laws and regulations governing business transactions, competing fairly with others, and using City funds only for legitimate and ethical purposes. In general, the use of good judgment based on high ethical principles will guide the employees with respect to acceptable conduct. However, to avoid any misunderstanding with regard to areas of conduct most likely to give rise to questions of ethics, objectivity, and conflicts of interest, the following shall be observed:

- Employees should exercise the highest standards of care, including diligence and prudence when conducting any activity on behalf of the City.
- The employee should, in all of their actions, act fairly, responsibly, without any personal benefit, and without bias in any direction in regard to all decisions, transactions, or proposed courses of action.
- Individuals should assume that every situation and every action undertaken could be subject to public scrutiny.
- When negotiating on behalf of the City, employees shall maintain an arm's-length relationship with those the City may enter into contracts or business transactions to remain objective.
- Employees have an obligation to disclose to the City Administrator and/or the City Council any relationships, , which create, potentially create, or may appear to be a conflict of interest.
- With respect to a potential contract or transaction between the City and a person or an entity with which an employee is affiliated, you shall not act as advocates or give any special consideration in the City's decision-making process.
- In the event of doubt, each situation should be resolved in accordance with the principle of avoiding the appearance of impropriety. Such matters should be brought to the attention of the City Administrator or the employee's immediate supervisors.

## **CONFLICTS OF INTEREST**

Although it is difficult to describe every conflict-of-interest situation, in general, a conflict of interest may arise when Individuals or close relatives or members of the household of such Individuals hold or have held positions or have interests or beliefs that would tend to affect the Individuals' independence of judgment in regard to a contract or other transaction or agreement. In particular, a conflict of interest may arise when Individuals have material direct or indirect financial interests in the outcome of a decision or when Individuals have a legal interest or other conflict of loyalties that would not necessarily result in financial gain, but would interfere with the Individuals' impartiality. Any potential conflict of interest should be disclosed to an immediate supervisor, the Human Resources Department, or the City's legal counsel, and Individuals shall not participate in the decision-making process with respect to that potential conflict.

Although not inclusive and intended only to provide guidance, the following activities illustrate types of potential or actual conflicts of interest that should be avoided and disclosed, as

applicable, in accordance with this Code:

- **Self-benefit:** Using Individuals' positions or relationships within the City to promote their own interests or those of the Individuals' families, including using confidential or privileged information gained in the course of employment at the City for personal benefit or gain or for the personal gain or benefit of family members.
- **Influence peddling:** Soliciting personal benefits from outside organizations in exchange for advancement of the interests of that outside organization within the City.
- **Other business relationships and dealings:** Individuals having significant financial or other interests or relationships in a supplier or other business or entity that conducts or seeks to conduct business with the City.
- **Property transactions:** Individuals directly or indirectly lease, rent, trade, or sell real or personal property to the City.
- **Use of the City property for personal advantage:** Using or taking City resources, including facilities, equipment, personnel, and supplies, for personal use or other unauthorized, non-City activities.
- **Recording or reporting false information:** Misrepresenting, withholding, or falsifying relevant information required to be reported to external parties or used internally for decision-making purposes, in order to derive personal benefits.

## **CONFIDENTIAL INFORMATION**

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Information should be considered confidential if it is not readily available to the public, and should not be disclosed or made accessible to anyone or any entity that does not have a legitimate and business-related need for such information (e.g., vendor bids and related information or employee personal data). The City retains the exclusive right to determine who shall be granted access to such information, and Individuals must exercise good judgment and care at all times regarding dissemination of City information. Upon termination of employment, Individuals must return to the City all documents and materials that contain confidential information as determined by the City.

## **GIFTS AND GRATUITIES**

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Acceptance of gifts, gratuities, significant discounts, commissions, loans, or any other item(s) (collectively, "Gifts") by Individuals from any person or entity with whom the City has or is contemplating having a business relationship (e.g., vendors, suppliers, or consultants) may create an appearance that the Gift was intended to influence such Individuals in making certain decisions. For that reason, Individuals may not accept such Gifts of monetary value. This guideline is not intended to prohibit normal or customary business practices, such as meetings over meals, corporate items given to participants in meetings and conferences, or token hosting gifts, as long as they are of reasonable value and promote the City's legitimate business interests. Should Individuals believe there is an appropriate reason to make an exception for a specific situation, those Individuals should contact their immediate supervisors or the City Administrator prior to accepting the gift.

## **POLITICAL ACTIVITIES**

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The City is strictly prohibited from engaging in electoral politics or lobbying activities. Although

Individuals are free to engage in these types of political activities on a personal basis, it is possible for Individuals' political activities to be mistakenly attributed to the City. In order to avoid such attribution or any appearance of impropriety, Individuals should discuss any contemplated political activity with their immediate supervisors prior to engaging in such activity. Further, Individuals' political activities should only occur during off-duty hours, at those Individuals' own expense, and without the use of the City's name, facilities, or equipment.

## **REPORTING OF CODE OF ETHICS VIOLATIONS**

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It is the responsibility of Individuals to report violations or suspected violations of this Code to their immediate supervisors, the Human Resources Department, or the City's legal counsel. Such violations or suspected violations may be submitted on a confidential basis or may be submitted anonymously. All reports will be kept confidential to the extent possible **or allowed by law**, consistent with the need to conduct an adequate investigation; all reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation and upon review and approval by the City's legal counsel.

Individuals reporting a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of this Code. If reported in good faith, Individuals will not suffer harassment, retaliation, or adverse employment consequences as a result of their reporting violations or suspected violations. Any Individual who retaliates against another Individual who has reported a violation or suspected violation in good faith will be subject to discipline up to and including termination of employment. Further, any reported allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false may be viewed as a serious disciplinary offense.

## **TERMS AND CONDITIONS OF EMPLOYMENT**

This employee handbook has been prepared as a general guide to inform you about the human resources policies and procedures of the City of Rhome. It outlines many of the City's employment practices, as well as the benefits available to you. With the exception of any written agreements signed by an employee and an official of the City authorized to enter into such an agreement, any prior editions of this handbook, policies, and/or memos are hereby retracted, withdrawn, canceled, and replaced by this handbook and the policies in it.

Throughout this handbook, any reference to "City" refers to the City of Rhome.

You are expected to read this handbook by the end of your first week of employment or within one week of receipt of the handbook. If you do not understand any of the City's policies or procedures, you should ask your supervisor or the Human Resources Department for an explanation. The *Employee Handbook Acknowledgment and Dispute Resolution, Arbitration, and Mutual Waiver of Jury Trial* form must be signed and returned to the Human Resources Department by the end of your first week of employment or within one week of receipt of the handbook.

## **AT-WILL EMPLOYMENT STATUS**

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In the absence of a written agreement between you and the City signed by an official of the City authorized to enter into such an agreement, employment with the City is on an at-will basis. This means that you and

the City are each free to terminate the relationship at any time, with or without cause or advance notice.

## **MODIFICATION OF TERMS AND CONDITIONS**

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In accordance with all applicable laws, your compensation, hours of employment, work location, and all other terms and conditions of employment are subject to modification in the City's sole discretion. Statements or representations made by City representatives concerning the terms and conditions of your employment will not be binding on the City unless reduced to writing and signed by an official of the City authorized to enter into such an agreement. In addition, management may determine that a reassignment of any employee to another position is necessary in order to fulfill the business needs and requirements of the City.

## **HANDBOOK IS NOT A CONTRACT**

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Except for the provisions contained in the **DISPUTE RESOLUTION, ARBITRATION, AND MUTUAL WAIVER OF JURY TRIAL** section of this handbook, the policies and procedures presented within this handbook are in no way meant to be a contract of employment or guarantee of continued employment for any specific period of time. The work rules contained in the policies and procedures are for illustrative purposes and are not considered to be an exhaustive list.

Except for the provisions contained in the **DISPUTE RESOLUTION, ARBITRATION, AND MUTUAL WAIVER OF JURY TRIAL** section of this handbook, the City management reserves the right to unilaterally amend or withdraw any policy, procedure, or benefit at any time with or without notice.

In the event that any contradiction arises between the policies and information contained in this handbook and specific federal, state, or local laws or requirements, the latter will govern in all cases.

## **MISREPRESENTATIONS**

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Any misrepresentation made or falsification of information provided by an individual when completing the employment application, during the application process, and/or at any time during his/her employment will be considered grounds for immediate dismissal without advance notice.

## **ENFORCEMENT OF POLICIES**

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Violation of any policy or procedure, or reasonable suspicion of any such violation, may result in disciplinary action, up to and including termination of employment. Additionally, violation of certain policies may result in prosecution under civil or criminal laws and possible assessment of civil and/or criminal penalties. A decision by City management not to enforce any policy or practice or to grant an exception to any policy or practice is not intended to prevent and does not restrict management's right to insist on strict adherence to the policy or practice in the future.

## **REPORTING OF POLICY VIOLATIONS**

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You are required to immediately report any observed or known violation of any policy or law, including any incident of harassment or discrimination. Reports should immediately be made to your supervisor, the City Administrator, or the City's legal counsel.

Complaints of policy violations will be treated seriously and investigated at the reasonable discretion of the City with consideration given to each employee's desire for privacy; however, no employee is guaranteed complete confidentiality and/or anonymity during an investigation. Only individuals with a legitimate "need to know" will be given any information regarding the complaint(s).

Employees who utilize this procedure are assured that they will be free from any and all reprisal or retaliation from reporting such violations or cooperating in an investigation.

You are expected to fully cooperate in any investigation involving issues relating to the City's policies, procedures, property, or any other aspect of the City's business affairs. Failure to cooperate with any investigation may result in disciplinary action at the discretion of the City.

## **REPORTING OF CODE OF ETHICS VIOLATIONS**

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It is the responsibility of individuals to report violations or suspected violations of this Code to their immediate supervisor, the City Administrator, or the City's legal counsel. Such violations or suspected violations may be submitted on a confidential basis or may be submitted anonymously. All reports will be kept confidential to the extent possible as allowed by law, consistent with the need to conduct an adequate investigation; all reports will be taken seriously, investigated at the reasonable discretion of the City and appropriate corrective action will be taken if warranted upon review and approval by the City's legal counsel.

Individuals reporting a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of this Code. If reported in good faith, Individuals will not suffer harassment, retaliation, or adverse employment consequences as a result of their reporting violations or suspected violations. Any Individual who retaliates against another Individual who has reported a violation or suspected violation in good faith will be subject to discipline up to and including termination of employment. Further, any reported allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false may subject the reporter of such allegations to disciplinary action.

# **EMPLOYMENT**

## **ACCOMMODATIONS – DISABILITY**

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The City will consider all requests for disability accommodations in accordance with the requirements of law. When an employee has a need for an accommodation, the employee must let their supervisor know that an adjustment or a change at work is needed for a reason related to a medical condition. A request for reasonable accommodation is the first step in an informal, interactive process between the employee and the City. The City will make an attempt to accommodate the employee's need for workplace changes with the City's need to maintain an efficient, productive workplace.

Before addressing the merits of the accommodation request, the City may require documentation showing that the employee has a covered disability and stating any functional limitations. The documentation must be sufficient to substantiate that the employee has a covered disability and needs the reasonable accommodation requested.

Reasonable accommodations may be made for an employee's disability on a case-by-case basis, unless such an accommodation results in an undue hardship for the City or creates an unsafe working condition. An undue hardship will be based upon an individualized assessment of current circumstances.

## ACCOMMODATIONS – RELIGIOUS

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The City will consider all requests for religious accommodations. Such requests may include unpaid time off for attendance at religious services or for observance of a religious holiday or accommodations regarding an employee's attire. The City will make an attempt to balance employees' rights regarding religious expression with the City's need to maintain an efficient, productive workplace.

Reasonable accommodations may be made for an employee's religious beliefs, unless such an accommodation results in an undue hardship for the City.

## ANTI-HARASSMENT AND DISCRIMINATION POLICY AND COMPLAINT PROCEDURE

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The City will not permit, tolerate, or condone discrimination or harassment against any individual for any reason, including, but not limited to, race, color, religion, national origin, sex (including pregnancy), age, disability, genetic information, veteran status, armed forces status, or any other status protected by applicable federal, state, and local law. Comments, conduct, or innuendoes that might be perceived by others as discriminatory, offensive, or harassing are wholly inappropriate and are to be strictly avoided. This policy applies to City employees, volunteers, vendors, and visitors to the premises.

All employees must avoid discriminatory, offensive, or inappropriate behavior in employment-related relationships and are responsible for ensuring that employment-related relationships remain professional and free from discrimination and/or harassment at all times.

Harassment can include, but is not limited to, the following actions:

- **Inappropriate Communication** – Involves any language that is unnecessarily loud or degrades or berates others, including, but not limited to, racial, religious, or sexual comments or jokes, sexual innuendoes, or threats of any kind, whether communicated verbally, in writing, or electronically.
- **Physical Contact** – Includes, but is not limited to, inappropriate touching, hitting, kicking, or threatening another person, including restraining by force or blocking the path of another.
- **Interference or Hostile Environment** – Includes any behavior or action which interferes with an employee's ability to perform job duties and responsibilities, or which results in or creates a hostile or intimidating work environment.
- **Sexual Harassment** – Includes, but is not limited to, unwelcome sexual advances, requests for sexual acts or favors, and other verbal or physical conduct of a sexual nature when:
  - submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.
  - submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
  - such conduct is severe and pervasive and has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.
- **Retaliation** – Includes any adverse action or threat of adverse action taken or made because an employee has exercised or attempted to exercise any rights under applicable laws or under the policies of the City. Retaliation includes, but is not limited to, threats or withholding or withdrawal of pay, promotions, training, or other employment opportunities.

It is important that employees clearly understand the serious effects of harassment and discrimination. Your behavior may result in personal liability, as well as liability to the City.

If you feel you have been harassed or discriminated against, you are encouraged to immediately inform the alleged harasser that the behavior is unwelcome. In many instances, the person is unaware that his/her conduct is offensive and, when so advised, can easily and willingly correct the conduct so that it does not reoccur. If this informal discussion with the alleged harasser is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you must report the incident verbally or in writing to your supervisor, or the City Administrator. You can also raise any concerns you may have by e-mailing those persons. Supervisors are required to forward any such complaints to the City Administrator. A complaint should include the specific nature of the incident and the date(s) and place(s) such alleged harassment or discrimination took place, as well as the name(s) of any individual(s) known to be involved.

Employees who utilize this procedure are assured that they will be free from any and all reprisal or retaliation for reporting such violations or cooperating in an investigation.

### **CAREER ADVANCEMENT OPPORTUNITIES**

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City management will attempt to promote or transfer employees to fill vacant positions. Consideration will be given to such factors as performance, ability, conduct, training, education, experience, and attendance, as well as the City's ability to replace you in your current position. A promotion involves a documentable, quantifiable increase in responsibilities, accountabilities, and job content.

Positions may be posted for review and application by employees. The determination of whether to post a position will be at the sole discretion of City management. You must notify the Human Resources Department of your interest in a posted position.

### **CREDIT AND BACKGROUND INVESTIGATIONS**

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The City reserves the right to conduct credit investigations on prospective and current employees in certain cash-handling positions and other fiduciary positions as deemed appropriate. The City will comply with laws governing the proper disposal of any documents (paper, electronic, or other format) that contain consumer information derived from a credit investigation. Reasonable measures will be taken to protect against unauthorized access to or use of sensitive consumer-related information.

The City also retains the express right to conduct background investigations on prospective and current employees in order to obtain criminal conviction records.

The City will comply with the provisions of the Fair Credit Reporting Act and all applicable amendments when conducting any type of background investigation (e.g., criminal, credit, motor vehicle record, etc.). In particular, the City will ensure that:

- the correct disclosure of rights has been made.
- authorization has been received before a background investigation is conducted.
- appropriate adverse action notices have been provided in instances in which an adverse action is taken due to the results of a background investigation.
- the safeguarding of personally identifiable financial information has been maintained.

Conviction of a crime is not an absolute bar to employment and will not automatically eliminate an individual from consideration for or continuation of employment. All relevant circumstances, such as how long ago the conviction occurred and the crime involved, will be considered in relation to specific job

requirements. Arrest records alone will generally not be considered in determining an individual's eligibility for employment. The City, however, reserves the right not to employ or retain in employment anyone who has been convicted of any felony or misdemeanor offense that relates to the duties and responsibilities of the position.

You must report any conviction occurring during the course of your employment to your supervisor or the City Administrator.

## **DISPUTE RESOLUTION, ARBITRATION, AND MUTUAL WAIVER OF JURY TRIAL**

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**THE CITY AND ALL EMPLOYEES AGREE THAT ALL CLAIMS ARISING UNDER THE FAIR LABOR STANDARDS ACT OR ALLEGING WAGE AND HOUR VIOLATIONS; ALL CLAIMS FOR FAILURE TO PROPERLY CALCULATE OR PAY OVERTIME (OR THE CITY'S CLAIMS SEEKING LEGAL DECLARATIONS OF EXEMPT STATUS); ALL CLAIMS ALLEGING THE FAILURE TO PAY MINIMUM WAGES; ALL CLAIMS REGARDING ALLEGED MISCLASSIFICATION OF EXEMPT OVERTIME STATUS AS WELL AS ALL CLAIMS SEEKING A LEGAL DECLARATION ON EXEMPT STATUS OR PROPER PAYMENT OF WAGES SHALL BE RESOLVED BY AND SUBJECT TO MANDATORY, BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND SUBJECT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION FOR THE RESOLUTION OF EMPLOYMENT DISPUTES THEN IN EFFECT WITH THE EXCEPTION THAT THE ARBITRATOR SHALL NOT HAVE THE RIGHT OR AUTHORITY TO CONDUCT ANY ARBITRATION ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL ARBITRATIONS COVERED BY THIS POLICY SHALL BE CONDUCTED AS INDIVIDUAL CLAIMS (NOT CLASS OR COLLECTIVE ACTIONS) AND EACH RESOLVED IN A SINGLE ARBITRATION BETWEEN THE EMPLOYEE AND THE CITY. THE CITY AND EMPLOYEE INTEND THAT ALL DISPUTES SHALL BE RESOLVED BY AN ARBITRATOR TO ARBITRATE THEIR INDIVIDUAL DISPUTES AND NO OTHER, EVEN IDENTICAL, DISPUTES WITH A THIRD-PARTY OR OTHER CURRENT OR FORMER EMPLOYEE OF THE CITY. THE ARBITRATION SHALL BE CONDUCTED IN THE CITY WHERE THE EMPLOYEE PERFORMED SERVICES FOR THE CITY UNLESS THE EMPLOYEE AND THE CITY AGREE OTHERWISE.**

**ALL DISPUTES AND CLAIMS NOT COVERED BY THE MANDATORY ARBITRATION PROVISION ABOVE SHALL BE TRIED TO A COURT OF COMPETENT JURISDICTION SITTING WITHOUT A JURY. THE CITY AND EMPLOYEE EACH UNCONDITIONALLY AND IRREVOCABLY WAIVE THEIR RIGHT TO JURY TRIAL ON ALL DISPUTES BETWEEN AND AMONG THEM.**

## **EMPLOYMENT OF RELATIVES**

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Members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if employment would:

- create a direct supervisor/subordinate relationship with a family member.
- have the potential for creating an adverse impact on work performance
- be otherwise prohibited by Texas law.

This policy must also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family is defined as your spouse, child, parent, grandparent, grandchild, sibling, and corresponding step and in-law relationships, as well as anyone living in your household.

Employees who become immediate family may continue employment as long as it does not involve any of the prohibited conditions listed above. If one of the conditions outlined should occur, the City will make reasonable efforts to reassign job duties or to transfer the employee to another suitable position within



the City so as to minimize problems of supervision, safety, security, or morale. If accommodations of this nature are not feasible, the City will determine who will remain employed.

## **EMPLOYMENT REFERENCES**

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All mail, e-mail, fax, and telephone inquiries concerning current or former employees are confidential and are to be directed to the City Administrator. Every employee should be aware of the potential liabilities associated with providing reference information, whether on or off City property. As such, unless you are specifically authorized, you are strictly prohibited from providing any information to inquiring parties regarding current or former employees.

## **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

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The City is an equal opportunity employer that maintains a policy of nondiscrimination with respect to all employees and applicants for employment. All employment decisions will be made without regard to race, color, sex (including pregnancy), religion, national origin, age, disability, genetic information, veteran status, or any other status protected by applicable law. Employment decisions are based solely on employees' qualifications, merit, and performance, subject to the business requirements of the City. Requests for accommodations will be reviewed for qualified individuals. Reasonable accommodations will be made in accordance with applicable law.

In addition to compliance with federal EEO statutes, the City complies with applicable state and local laws. This policy applies to all terms and conditions of employment, including but not limited to the following:

- Recruitment, hiring, placement, transfer, promotion, and demotion
- Training, development, and educational assistance programs
- Compensation and benefits
- Social and recreational programs
- Discipline
- Termination of employment

The City also maintains a policy against discrimination and retaliation for those who are a past or present member of the uniformed service, have applied for membership in the uniformed service, or are obligated to serve in the uniformed service. This policy applies to initial employment, reemployment, retention in employment, promotion, and any benefit of employment.

## **ORIENTATION**

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Prior to your first day of employment, you must complete certain paperwork, including an I-9 form (*Employment Eligibility Verification*), a W-4 form (*Employee's Withholding Allowance Certificate*), benefit enrollment forms, and other related information as applicable.

Your supervisor will provide you with a tour of the City and a review of the organizational structure, as well as City policies and procedures. Your supervisor will explain your job responsibilities and any specific departmental policies.

## **PERSONNEL FILES**

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Information relating to your employment with the City is contained in a personnel file that is the confidential property of the City. Personnel files are not to be printed, emailed, or removed from City property.

You are responsible for informing the City of any changes to your personal status that may alter payroll or benefit status. Such information may include, but is not limited to:

- |                    |                              |                  |
|--------------------|------------------------------|------------------|
| ▪ Last Name        | ▪ Emergency Contacts         | ▪ Marital Status |
| ▪ Address          | ▪ Gain or Loss of Dependents | ▪ Beneficiaries  |
| ▪ Telephone Number | ▪ W-4 Deductions             | ▪ E-mail Address |

In addition, you should notify management of any job-related education, certification, or other training accomplishments achieved during your employment.

## **REHIRING FORMER EMPLOYEES**

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Applications received from former employees will be processed according to the same procedures and given consideration as afforded all external applicants for positions. The hiring supervisor will review the former employee's performance records and the circumstances surrounding termination of previous employment with the City. The City will generally not consider for rehire any employee who has been discharged by the City for performance reasons, an act of misconduct, or who left the City without sufficient notice.

Rehired employees will not be given credit for prior service, and their credited service date will be their most recent date of hire, unless otherwise required by state or federal law.

## COMPENSATION

### EMPLOYMENT CLASSIFICATIONS

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The Fair Labor Standards Act (FLSA) contains regulations regarding the minimum wage, eligibility for overtime payment, and recordkeeping requirements. Positions are classified as exempt or nonexempt from the minimum wage, overtime, and recordkeeping provisions of FLSA based on factors such as the duties and responsibilities of the job. Exempt and nonexempt classifications are defined as:

- **Exempt:** Any salaried employee engaged in a bona fide executive, administrative, professional, or computer capacity. These employees are exempt from the minimum wage, overtime, and recordkeeping provisions of FLSA. The exempt status of a position is determined by analyzing the job's entire set of responsibilities against exemption tests set by the Department of Labor's Wage and Hour Division.
- **Nonexempt:** Any employee whose compensation (with respect to minimum wage and overtime payment) and hours of work must be administered in accordance with FLSA. These employees must be paid at least the current minimum wage, have records maintained of their hours worked, and receive overtime pay.

You are also classified into one of the following employment categories:

- **Full-Time:** Any employee who is regularly scheduled to work at least 40 hours per week. Full-time employees are eligible for participation in all standard City benefit programs, as described in the descriptions of the individual benefits.
- **Part-Time:** Any employee who is regularly scheduled to work less than 40 hours per week. Part-time employees are not eligible for participation in City benefit programs, except as mandated by applicable law or those who satisfy all eligibility requirements of the City's retirement plan.

### JOB DESCRIPTIONS

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The City uses job descriptions to outline the duties and responsibilities of each position. A job description describes the job itself and not the individual who might fill the job. Job descriptions should be updated as key activities and/or job requirements are added or changed.

Department supervisors are responsible for ensuring that job descriptions are properly developed and updated as appropriate.

### PAYROLL – INADVERTENT WAGE DEDUCTIONS

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It is the City's policy to comply with the salary requirements of the FLSA and any applicable wage and hour laws. Therefore, the City prohibits all its managers or supervisors from making any improper deductions from the salaries of exempt employees. The City wants employees to be aware of this policy and that the City does not allow deductions that violate the FLSA or state law.

If an exempt employee believes that an improper deduction has been made to his/her salary, he/she should immediately report this information to his/her supervisor. Reports of improper deductions will be

investigated at the reasonable discretion of the City. If it is determined that an improper deduction has occurred, the employee will be reimbursed for any improper deduction made and steps will be taken to ensure future compliance.

## **PAYROLL – OVERTIME**

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Normally, your work at the City will be completed during the regular working hours. However, nonexempt employees may be required to work overtime as a result of a business necessity. Such overtime must be approved, in advance, by the appropriate supervisor.

Employees classified as nonexempt will be paid at the rate of time and one-half for time actually worked that exceeds 40 hours per week. Hours cannot be averaged over a two-week or payroll period. The normal workweek for payroll purposes begins at 12:00 a.m. on Saturday and continues to 11:59 p.m. on the following Friday.

If you are required to work on a City-recognized holiday, you will be paid for all hours worked, in addition to pay for the holiday, and overtime will be paid for any hours worked in excess of 40 hours per week.

If you are required by management to attend a City meeting or to perform work outside of normal working hours, that time is considered time worked for purposes of calculating overtime.

## **PAYROLL – RECORDING TIME**

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All nonexempt employees are required to record the total number of hours worked in a day by utilizing the time sheet system. Personal time away from work, including meal periods, must not be included in the total recorded hours worked. Any paid time off of work must be noted in the time sheet and preapproved by your supervisor.

Time recorded via the time sheet will be reviewed and approved by your supervisor on a bi-weekly basis. Any adjustments to correct the hours worked per the time sheet will be discussed with you and made by your supervisor during the approval process.

Nonexempt employees are prohibited from working any hours that are not preauthorized. While employees who do so will be compensated for those hours, they will be subject to disciplinary action, up to and including termination of employment. Additionally, nonexempt employees are prohibited from performing any work “off-the-clock,” including starting work early, finishing work late, and/or working during a meal break. It is the City’s policy and practice that all employees shall be paid for all working time.

Exempt employees are required to submit an absence report reflecting time away from work on a bi-weekly basis.

## **PAYROLL – TIMING AND OTHER**

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Nonexempt and Exempt employees are paid every other Monday for the prior two weeks ending on the previous Friday. If a payday falls on a weekend or City-recognized holiday, employees will be paid on the day preceding the holiday or weekend. You will be paid by direct deposit to your designated bank account or by check.

Pay will not be advanced or paid prior to the regularly scheduled payday. Payroll checks will not be released to anyone other than you, except upon receipt of your written authorization specifying the individual to whom the check is to be released.

If you are permitted time off to attend training, conferences, and/or seminars at the City's direction, you will be compensated at your regular rate of pay for such time off. Calculation of pay for paid absences (e.g., holidays, vacation, leaves of absence, etc.) will be based on your regular rate of pay times the number of hours that you are regularly scheduled to work that day.

Certain deductions, by law, must be withheld from your pay, including federal income, Social Security and Medicare taxes, court-ordered garnishments, and other wage attachments required by law. Other deductions, including insurance premiums or other work-related items, must be approved by the City and authorized in writing by you.

You should submit any changes to your pay status or other information affecting your pay to your supervisor.

## **PERFORMANCE REVIEWS AND COMPENSATION ADJUSTMENTS**

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Annual performance evaluations will generally be conducted by your supervisor. In addition to your formal review, your supervisor may also provide you feedback regarding your performance on a regular and ongoing basis throughout the year.

The purpose of the performance review is to evaluate your job performance during the year, assess your job-related strengths and weaknesses, and support changes in job status and/or compensation. Changes in compensation are not an integral part of the performance review, and any such changes may or may not be discussed at the performance review.

Compensation increases are not guaranteed or automatic. They are granted on the basis of either merit or promotion. Although the amount of any compensation increase will be based upon your overall performance, the communication of a performance evaluation does not guarantee a subsequent compensation increase.

The granting of compensation increases of any type will be made at management's sole discretion and will be subject to the City's ability to fund the increase based upon its overall financial condition.

Types of changes to your compensation that may occur include:

- **Merit Increases:** You generally will be reviewed annually for consideration of a merit increase as determined by management. The amount of a merit increase, if any, is based upon the individual's overall performance. Merit increases are not awarded on the basis of length of service or other factors unrelated to job performance.
- **Promotion Increases:** An increase in responsibility and authority may result in a compensation increase at the time of the promotion.
- **Compensation Decreases:** A decrease in compensation may occur if you either voluntarily or involuntarily assume a position of lesser responsibility. Your current compensation and work experience will be considered when determining your new compensation.

## **OPERATING**

### **ATTENDANCE AND PUNCTUALITY**

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You are expected to be at your work area and ready to begin work at your assigned starting time. Absences caused by illness or injury are often unavoidable. However, regardless of the validity of the reason, absenteeism often results in delays and creates an extra workload for other employees who are in attendance as expected.

In the event of an unforeseen illness or an emergency situation requiring you to be late or absent from work, you are to personally notify your supervisor no later than the time you are regularly scheduled to begin work. Notice must be given as to the nature of the illness or other reason for the absence or tardiness. Calls from individuals other than you will not be accepted as appropriate notice unless approved by your supervisor.

Any employee who is absent from work for two full consecutive days without proper notification to his/her supervisor will be considered to have abandoned his/her job and voluntarily resigned from employment.

In accordance with all applicable laws, the City may require certification from a health care provider at any time for absences due to illness. A health care provider's statement may be required upon return to work for any absence of three or more continuous days due to illness or injury.

The health care provider's statement must list any restrictions upon your ability to return to work. The City reserves the right to request a second opinion from a health care provider to verify the illness, at the expense of the City.

### **AUDIO AND VIDEO RECORDINGS**

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With the exception of video or audio recordings made at the direction of the City to fulfill your job requirements, the City prohibits employees from making audio or video recordings during working time or while on the City's property. Violation of this policy may result in discipline, up to and including termination of employment. The purpose of this policy is to eliminate any concern that one's conversations with another are being secretly recorded. This concern can inhibit spontaneous and honest dialogue, especially when sensitive or confidential matters are being discussed.

### **BULLETIN BOARDS**

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Bulletin boards will be used to post City information and to inform you of matters affecting your job and the City. Bulletin boards are for the exclusive use of the City. Employees are not permitted to abuse, deface, or remove posted items. Additionally, employees are not allowed to post any document to the bulletin board without the prior approval of their supervisor.

### **CAMERAS AND SURVEILLANCE**

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The City utilizes a system of security cameras in public, administrative, and outdoor areas. These cameras are used for security and safety reasons. You should be aware that you may be under video surveillance and recorded at any time while on City property.

## **CELL PHONES AND MOBILE DEVICES**

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While at work you are expected to exercise the same discretion in using personal cell phones as is expected for the use of City phones. Placing calls, receiving calls, or texting on your personal cell phones should be kept to a minimum and should never interfere with your job performance. Use of personal laptops, tablet computers, digital audio players, and other personal electronic equipment should be used by employees only when authorized and during authorized breaks and meal periods.

The use of imaging or audio devices within the City may constitute not only an invasion of employees' personal privacy, but may breach confidentiality of City protected information. Therefore, the use of imaging or audio devices within the City is prohibited without a legitimate business need and the express prior permission of senior management and of the person(s) present at the time. Misuse of imaging or audio devices or unauthorized copying or transmitting of City information may lead to disciplinary action as well as civil and/or criminal liability.

Employees driving on City business are prohibited from using a cell phone or any other electronic device while operating a vehicle.

Employees who are issued cell phones for business use should use these phones for business reasons only and should protect the phone from loss, damage, or theft.

## **COMPUTER SOFTWARE AND NETWORK**

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It is the intent of the City to comply with copyright laws and software licensing agreements when acquiring, installing, and using software on computers owned by the City. Unless the license specifically allows otherwise, a given software package may be used on only one computer, and the City must have an original software license on file for each computer where a given software package is installed. It is a violation of the copyright to install multiple copies of the software unless:

- the package was specifically designed to run on a network, and the City is not exceeding the number of users as designated by that package and the software license contained in that package.
- the City has a site license for that product.

The City Secretary is responsible for maintaining records of software licensing agreements for the City.

In order to ensure compliance with copyright laws and software licensing agreements and to help prevent computer viruses from being transmitted through the system, you must obtain prior approval from your supervisor to:

- install or download any software onto a City computer.
- connect a personal computer to the City network or personal external hard drives, including personal flash drives to a City computer.
- connect any networking device to the City network.

It is illegal to make or distribute copies of copyrighted material without the written authorization of the copyright owner (the only exception being the right of the user to make a backup copy for archival purposes). The copyright law makes no distinction between duplicating software for sale or for free

distribution. Unauthorized duplication of software, often referred to as “piracy,” is a federal crime. You are not permitted to make, acquire, or use unauthorized copies of computer software.

## **DISCIPLINARY GUIDELINES**

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When appropriate, employees may be counseled in attempts to correct any performance or behavioral problems. Generally progressive disciplinary actions as described below will be followed. However, in certain circumstances and at management’s sole discretion, it may be necessary to impose an action, up to and including termination of employment, without prior notice or counseling and without progressing through each stage of the disciplinary guidelines.

- **Verbal Counseling:** The supervisor will discuss unacceptable performance or behavior with the employee. The discussion will indicate the nature of the problem and the action necessary to correct it.
- **Written Warning:** The supervisor will prepare a written warning regarding an employee’s unacceptable performance or behavior, which will be discussed with the employee. Some infractions may warrant a written warning without prior verbal counseling.
- **Probation Period/Suspension:** A probation period and/or suspension, with or without pay, may be utilized to address an employee’s unacceptable performance or behavior. Some infractions may warrant a probation and/or suspension without prior disciplinary action. In situations in which an investigation is necessary in order to determine appropriate disciplinary action in response to a performance or behavioral issue, the employee may be placed on suspension pending the results of the investigation.
- **Termination of Employment:** Unacceptable performance or behavior may result in termination of employment. Certain infractions may warrant immediate termination of employment without prior disciplinary action.

## **DRIVING ON CITY BUSINESS**

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If you drive on City business, you are required to maintain a valid driver’s license and the state-mandated minimum liability coverage on your automobile. Only employees authorized by the City’s insurance policy are permitted to drive City vehicles, which must be used only for City business.

Employees who drive on City business are required to follow all traffic regulations, including posted speed limits, and are expected to maintain their personal driving record free from moving traffic violations and DWIs. You should report any violations to the City immediately, and payment of any traffic citations will be your responsibility. The City may periodically audit your driving record and/or driver’s license for compliance with this policy or to determine whether you are currently licensed to drive. Any driving record that establishes a pattern of unsafe driving practices that may endanger you or patrons, or impact your ability to perform your job duties, could subject you to disciplinary action.

The City may provide cell phones for use by employees traveling in specified position. Employees who use City cell phones are required to use hands-free equipment any time they are driving a vehicle (whether the vehicle is the employee’s or the City’s). If the hands-free equipment is not available or does not operate or malfunctions, use of the cell phone is to be discontinued until the employee has safely pulled off the road and parked the vehicle.

Employees on City business who are using their own cell phones are also required to use hands-free equipment any time they are driving a vehicle. Failure to use hands-free cell phone equipment while operating a vehicle on City business is grounds for disciplinary action up to and including termination.



Texting while operating a vehicle on City business is strictly prohibited.

If you are required to drive on City business and are no longer able to be insured, your employment will be terminated unless a nondriving position, for which you are qualified, is available and offered.

## **ELECTRONIC COMMUNICATIONS**

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The City provides e-mail, voice mail, and Internet access in order to enable you to communicate more efficiently and to provide an effective resource for the operation of the business.

You generally should use electronic communications for business-related purposes only and communications should be retained according to the document retention policy. Unauthorized access and/or misuse of the City computer system is strictly prohibited. The following guidelines must be followed regardless of whether the communication is business-related or personal:

- All communications composed or sent through the City's systems must be written in a professional manner, regardless of the mode in which the correspondence is transmitted. This includes messages sent outside the City and all internal communications.
- Use of the City electronic communication equipment must not disrupt the operation of the City network or interfere with an employee's productivity.
- All City policies, including the **EQUAL EMPLOYMENT** and **HARASSMENT** policies, must be followed while using City equipment. No abusive, profane, or offensive language or pictures may be transmitted by employees.
- Internet sites that contain offensive material may not be visited under any circumstances. Offensive material includes, but is not limited to, anything sexual, pornographic, or racially or religiously derogatory.
- City equipment may not be used for any non-work-related solicitations.
- You must not engage in any activity on the computer or network which would defeat, or attempt to defeat, security restrictions on the City network and applications.
- All e-mail messages must have your name attached. Messages may not be transmitted under an assumed name, and you may not attempt to obscure the origin of any message.
- You are not authorized to retrieve or read any e-mail messages that are not sent to you, without prior authorization from City management.
- You are not permitted to send or receive copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from City management.

Electronic communications are not confidential, and you must ensure that confidential information is communicated appropriately. Even when a message is erased from a computer system, it is still possible to retrieve and read that message. The use of passcodes for security does not guarantee confidentiality. In addition, you are expected to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned if you leave such computer or system attended.

All messages composed, stored, sent, or received on City equipment are the property of the City. The City reserves and intends to exercise the right to review, audit, intercept, access, and disclose all communications produced or transmitted on City equipment or equipment connected to the City network. All communications, including text and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. Employees sending messages to nonemployees should inform them that information contained in or sent to the computer system of the City is City property and may be accessed and intercepted for review at any time.

## **EMPLOYEE SUGGESTIONS**

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Employees play an important role in providing feedback to management on how the City might improve its procedures and working conditions. You are encouraged to present suggestions for improvement so that management may give them consideration for adoption where feasible.

## **HOURS OF WORK, MEAL, AND BREAK PERIODS**

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The City has established work hours to best serve its own business needs and the needs of its customers. The City's Administrative Office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday. Your work schedule, including meal and break periods, is determined by your supervisor based upon business needs of the City and providing service to customers. Even though the Department Heads strive to make time available, breaks are not guaranteed. Please check with your direct supervisor or the City Administrator to ensure you know and adhere to the City's operating hours and your scheduled work times.

Fluctuation in your work hours may occur and should be expected on an occasional basis. Advance permission must be given by your supervisor in order for you to deviate from an assigned schedule.

## **MEDIA INQUIRIES**

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The media environment includes traditional news sources, such as newspapers and television, as well as other resources like social media websites, blogs, community list serves, and future platforms that may be developed. Every individual with access to a computer or mobile device can effectively deliver information to a large audience. For this reason, all visitors to the City should be considered potential members of the media. In an effort to better serve the City, members of the community, media representatives, vendors, and other colleagues, it is important that all employees adhere to the following media policy:

- Only authorized City representatives are to release City information to the public.
- All City press inquiries should be referred to the City Administrator.
- Information that may be sensitive and/or confidential, especially information that may lead to a potential security risk, should be avoided in casual conversations, e-mails, and any social media platforms.

Only authorized personnel are allowed to access the City archives.

## **CITY-AFFILIATED EVENTS AND ACTIVITIES**

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Your participation in any event or activity sponsored by or affiliated with the City is voluntary, and you assume any and all risk associated with such participation. The City assumes no liability from any activity/event that it sponsors in whole or in part in which a participating employee is injured.

Family members or guests in attendance at City-affiliated events and activities should adhere to the same standards of conduct as expected of City employees. You should ensure your guests conduct themselves appropriately and refrain from any activity that might result in liability to themselves or the City.

## **CITY PROPERTY AND MAIL SERVICES**

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All desks, file cabinets, etc., are the property of the City and must be accessible to management at all times. Personal locks may not be used on any City property without management's permission, and, if used, a duplicate key or the combination must be turned in to your supervisor.

Fax machines, copiers, computers, cameras, and other office equipment are for City business purposes and are not to be used for any unauthorized purposes. It is your responsibility to exercise appropriate care in the use of this equipment and to inform management of any equipment that is not working properly.

Office telephones are for business use. Personal telephone calls are to be kept to a minimum so that lines are available for business calls. Personal long-distance calls must not be charged to the City.

You are not to remove any City property from the City's premises without prior approval of your supervisor or the City Administrator.

On or before your last day of work, or at any other time when the City so requests, you must return to the City any and all property, memoranda, notes, records, computer files, manuals, and other documents, including all copies of such documents, in any way relating to the business or affairs of the City or any of its employees, clients, consultants, or agents. Likewise, any other items issued to you by the City or created as a result of employment with the City must be returned.

## **OUTSIDE EMPLOYMENT**

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Any outside employment must not interfere with your job performance, and any such employment should never result in a conflict of interest or adversely impact the City. You should inform your supervisor if any outside employment is obtained.

Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

You are prohibited from engaging in any activity that competes with any activity of the City or compromises its interests. This prohibition includes performing any services that create a conflict of interest, the unauthorized use of any City equipment, and the unauthorized use or application of any confidential trade information or techniques, including monetary appraisals. In addition, you are not to conduct any outside business during City paid working time.

## **PARKING**

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Employees may only park in designated staff parking areas. You will receive information from your supervisor regarding your designated area.

Employees are required to report any suspicious activity in or around the City staff parking areas. The City assumes no responsibility or liability for damage to employees' vehicles or theft of articles from their vehicles.

## **CUSTOMER AND GUEST RELATIONS**

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The City strives to offer excellent service to its customers. The City's customers consist of visitors, residents, vendors, and anyone else with whom you may come into contact while working for the City. Successful customer service connects customers to what they want, but also leaves them satisfied, happy, and eager to return again.

The City staff should always provide friendly, efficient, and accurate service to all customers at all times. It is important to keep in mind that the customer is to whom the staff is ultimately responsible.

This **CUSTOMER AND GUEST RELATIONS** policy is for all staff interactions with the general public. All other City policies should be interpreted in light of the principles outlined below:

- The City does not discriminate and offers the same quality of service to all regardless of race, color, sex (including pregnancy), religion, national origin, age, disability, genetic information, veteran status, uniformed service status, or any other status protected by applicable law.
- Customers are to be treated politely, promptly, and with helpful attention.
- If a staff member is unable to comply with a request or answer a question, the customer should be offered an alternative source for the requested information. Inform the customer that you will find someone who knows the answer for them. Whenever possible, try not to let anyone leave the City without following through on every possible avenue for answering the question or fulfilling the request.
- Staff members should be familiar with City policies and services and be able to articulate them and to explain the rationale behind them.

## **PERSONAL APPEARANCE GUIDELINES**

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You are expected to apply common sense and good taste regarding your personal appearance. Good grooming and businesslike dress that are appropriate for the work environment and the position are expected of all employees. Extremes in appearance in clothing, facial hair, hairstyles, jewelry, makeup, visible tattoos and body piercings, etc., should be avoided. Your appearance should not create a disruption in the workplace.

If you have questions about what constitutes acceptable attire in your role at the City, you should consult your supervisor.

Reasonable accommodations will be made for your religious beliefs consistent with business necessity to present a conservative, professional appearance to the public. If your religion requires you to wear particular attire, you should make a request for this accommodation to your supervisor in writing. The City will accommodate employees' religious attire unless such accommodation is not reasonable or practical or it causes an undue hardship on City operations.

## **PERSONAL BELONGINGS**

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You should keep personal possessions, including wallets, handbags, and jewelry, in your own possession or secured out of sight. The City assumes no responsibility for lost or stolen personal articles.

Any loss or suspected theft should be immediately reported to your supervisor or the Police Department. If you find what appears to be a lost personal article, you should give the article to your supervisor or the Police Department.

Personal property brought onto City premises must not inhibit your performance or the performance of any other employee.

## **POLITICAL INVOLVEMENT**

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You should not exhibit political materials at the City and should not engage in political arguments and persuasion during work hours or while acting as a representative of the City. Your involvement in the political process should never disrupt your work or the work of others. Otherwise, your participation in political and civic activities is encouraged, including voting, engaging in precinct work, and maintaining personal awareness of political issues.

## **PROBLEM RESOLUTION**

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Misunderstandings or conflicts may arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. The City encourages you to bring concerns to the attention of management.

An employee problem exists when an employee feels that a job-related problem has not been resolved satisfactorily. You are encouraged to present all such problems to your supervisor. If your supervisor cannot resolve the problem, or if it involves your supervisor, you should seek resolution of the problem through the internal chain of command and, as a final level of review, with the City Administrator. Attempts will be made to review and resolve any employee problem presented to management in a prompt and equitable manner subject to the City's primary mission of providing services to its citizens.

## **PROTECTED HEALTH INFORMATION**

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Protected health information (PHI) is any information (whether electronic, oral, or in paper format) that is used to identify an individual's physical or mental health condition, the health care services provided to an individual, or the payment of those services.

Employees' PHI is treated as private and confidential. The City takes precautions to protect such information from inappropriate disclosure.

All employees have a responsibility to respect and maintain the privacy and confidentiality of another employee's PHI. Anyone inappropriately disclosing such information, without prior authorization or permission, will be subject to the City's disciplinary procedures.

In order to protect your health information, there is a procedure for reporting your absence due to illness or injury. You need to contact your supervisor directly, and if your supervisor is unavailable the City Administrator. You should refrain from leaving messages or having discussions with other employees regarding details about your illness or injury in order to maintain privacy and confidentiality regarding your health information.

The health care provider's statement must list any restrictions upon your ability to return to work. The City reserves the right to request a second opinion from a health care provider to verify the illness, at the expense of the City.

## **SAFETY**

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It is the City's policy to provide a safe and healthful workplace. In the event of an accident involving employees, customers, vendors, or visitors on City premises you should notify your supervisor or the City Administrator immediately regardless of the severity of the injury. An injured or seriously ill individual should not be moved until appropriately trained professionals have evaluated the extent of the illness or injury. The following general safety guidelines should be observed at all times:

- Do not operate any equipment or machinery that, in your opinion, is not safe or that you are not trained to use.
- Report immediately any condition or practice you believe has the potential to cause injury or damage to equipment.
- All prescribed safety and protective equipment must be used.
- Obey all City rules, government regulations, signs, markings, and instructions.
- Use proper lifting techniques such as lifting with the knees, keeping the back straight, and getting coworker assistance in lifting oddly shaped or heavy objects.
- Do not engage in horseplay, and do not distract others from their work.
- Only use tools, machines, and chemicals in the way in which they were designed to be used.
- Keep your work areas free from safety hazards.

You should remember that the above guidelines are general in nature and cannot possibly cover every safety-related situation. If you have any concerns regarding safety, you should discuss it with your supervisor immediately.

## **SECURITY**

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Staff members are encouraged to complete their business activities during normal building hours.

To facilitate a secure environment, the City will issue facility and equipment keys and access codes only to those individuals with a business need to possess these items. You should always enter and depart through the designated staff entrance. All staff parcels may be subject to inspection upon entering or leaving the facility. You should always be alert for individuals loitering in or near the facility and should notify the Police Department or your supervisor of any such persons. In addition, if you detect an unauthorized entry into or use of City facilities or equipment, you should notify your supervisor or the Police Department immediately.

If you possess a facility or equipment key, access code, or both, they are never to be loaned to anyone.

The Police Department is responsible for the safety and security of the staff of the City. You are expected to comply with all security policies and procedures and to obey requests from Police personnel, including an order to evacuate the facility.

## **TOBACCO-FREE CAMPUS (Revised June 14, 2018)**

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Tobacco use, including cigarettes, cigars, pipes, water pipes (hookahs), electronic cigarettes, snuff, chewing tobacco, and any non-FDA approved nicotine delivery service, is not permitted inside any City buildings or vehicles. In addition, use of tobacco while operating City vehicles, including special assistance vehicles and utility carts, is strictly prohibited.

## **SOCIAL MEDIA**

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While the City encourages its employees to enjoy and make good use of their off-duty time, certain activities on the part of employees may become a problem if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile work environment for any employee; disrupting the smooth and orderly flow of work within the City; or harming the goodwill and reputation of the City in the community at large. In the area of social media (print, broadcast, digital, and online), employees may use such media in any way they choose during non-working hours as long as such use does not produce the adverse consequences noted above. For this reason, the City reminds its employees that the following guidelines apply in their off-duty use of social media:

- Employees are strictly prohibited from publishing any personal information about themselves, another employee of the City, or a customer in any public medium (print, broadcast, digital, or online) that:
  - has the potential or effect of involving the employee, his/her co-workers, or the City in any kind of dispute or conflict with other employees or third parties.
  - interferes with the work of any employee.
  - creates a harassing, demeaning, or hostile working environment for any employee.
  - disrupts the smooth and orderly flow of work within the office, or the delivery of services to the City's customers.
  - harms the goodwill and reputation of the City among its customers or the community at large.
  - tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the subject of the information.
  - reveals proprietary or confidential information.
- Should an employee decide to create a personal blog, the employee should be sure to provide a clear disclaimer that the views expressed in the blog are the author's alone and do not represent the views of the City.
- Do not discuss the City's customers, or finances without the City's express written consent to do so.
- Do not use any City logos or trademarks without prior written consent of the City.
- Do not make any unauthorized references of any kind to any former employees of the City on social media sites.

An employee who violates this policy will be subject to disciplinary action, up to and including termination of employment. The absence of explicit reference to a particular site does not limit the extent of the application of this policy. If no policy or guideline exists, the City's employees should use their professional judgment and follow the most prudent course of action. If an employee is uncertain, consult with their supervisor or the City Administrator before proceeding.

## **SOLICITATIONS AND CONTRIBUTIONS**

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You are not permitted to distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any cause that is not directly related to City business and has been approved by your supervisor during working time. Additionally, while you are not on working time (such as during lunch or break times), you are not permitted to solicit employees who are on working time for any cause or distribute literature of any kind to them. This policy also prohibits solicitations conducted through e-mail, voice mail, and other forms of electronic communication. Furthermore, you may not distribute literature or printed material of any kind in working areas at any time. The City reserves the right to prohibit employee solicitation and distribution activities that are not protected by law at its discretion.

You are not required to participate in solicitation activities.

## **STANDARDS OF CONDUCT**

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The City is committed to conducting its business affairs with the highest standards of honesty and integrity. As such, the City expects you to conduct yourself in a businesslike and professional manner. It is important that employees make certain the City's business operations are conducted in a manner consistent with the City's standards of conduct. Examples of such conduct include, but are not limited to:

- Adhering to the **CODE OF ETHICS** policies, as contained herein.
- Conducting business in an honest and ethical manner and encouraging the same ethical behavior in others.
- Maintaining an appropriate level of confidentiality of City, employee, and customer information.
- Complying with all policies, procedures, and applicable laws and regulations.
- Treating fellow employees, visitors, and others in a professional, courteous, and respectful manner.
- Refraining from behavior or conduct deemed offensive or undesirable, or which would bring the City, its employees, or your own reputation into question.

This commitment applies to relationships with customers, vendors, employees, and the general public.

## **SUBSTANCE ABUSE AND ALCOHOL CONSUMPTION**

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The City is dedicated to providing and maintaining a safe, healthy, and productive working environment free from drugs, alcohol, and other controlled substances. It is a violation of the City's policy for an employee to:

- report for work or perform work duties under the influence of alcohol, illegal drugs or inhalants, or other controlled substances.
- manufacture, sell, distribute, dispense, possess, purchase, or use alcohol, illegal drugs or inhalants, or other controlled substances in the workplace.
- use legal drugs in an improper manner.

Improper use of legal drugs refers to the use of prescription medication not prescribed for current personal treatment by a licensed medical professional, or the use of prescription or nonprescription medication to an extent or in a manner that impairs the performance of an employee's job duties. No prescription drug is to be brought on City property by any employee other than the employee for whom



it is prescribed. Such drug must be used by said employee only in the manner, combination, and quantity prescribed.

The City reserves the right to implement testing for illegal drugs or inhalants, alcohol, or other controlled substances. Such testing may be implemented in any of the following circumstances:

- Upon consideration of an applicant for employment
- Following a work-related accident (at the discretion of management)
- If an employee has been observed using a prohibited substance on the job
- If an employee exhibits a severe or prolonged reduction in productivity
- If management has other reasonable suspicion as grounds for testing such employee

Any employee convicted of a criminal drug statute violation must notify their supervisor or the City Administrator immediately after such conviction.

The City's group health insurance may provide limited coverage for expenses related to substance abuse treatment or rehabilitation programs. Employees should contact their supervisor for information regarding any such assistance. In accordance with all applicable laws, disciplinary action, up to and including termination of employment, may be enacted at any point for violation of the **SUBSTANCE ABUSE AND ALCOHOL CONSUMPTION** policy, regardless of any rehabilitation or counseling programs offered.

Employees are prohibited from consuming alcohol or being under the influence of alcohol while performing work on behalf of the City. Intoxication will not be permitted, and any employee who is intoxicated or who appears to be intoxicated will be subject to disciplinary action.

## **TRAVEL ARRANGEMENTS AND BUSINESS EXPENSES**

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Mileage, gasoline, or other expenses related to the operation of a vehicle are reimbursable if they are incurred while conducting City business. Fines or tickets are not reimbursable at any time and are your responsibility. When personal vehicles are used for City business, mileage will be reimbursed at a rate up to the maximum allowed by the IRS.

Expenses that are considered to be excessive or unreasonable in the sole discretion of the City will not be reimbursed.

## **UNSATISFACTORY PERFORMANCE, BEHAVIOR, AND CONDUCT**

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You are expected to conduct yourself in an appropriate and businesslike manner. Examples of such conduct are outlined in the **OPERATING – STANDARDS OF CONDUCT** and the **CODE OF ETHICS** policies.

The following examples of unacceptable performance, behavior, and conduct are subject to corrective counseling or other disciplinary action, including termination. This list should not be considered exhaustive or all-inclusive. The nature and severity of an offense will be considered in determining disciplinary action to be taken.

- Absenteeism, tardiness, failure to report to work without sufficient explanation and authorization, or failure to observe work hours, such as scheduled starting and quitting times, breaks, and meal periods, etc.
- Failure to meet production or quality standards as explained to you by your supervisor, mistakes due to carelessness, repetitive or excessive errors, or failure to obtain necessary work instructions

- Failure or refusal to cooperate with or assist other employees, patrons, or other individuals
- Performing unauthorized personal work on City time
- Wasteful or unauthorized use of City supplies or equipment

Violations of performance expectations, including those listed above, may be considered misconduct if they become severe, excessive, or persistent.

Examples of inappropriate behavior and misconduct include, but are not limited to:

- Insubordination (refusal to follow management's instructions or disrespectful behavior toward a supervisor)
- Interfering with another employee's job performance
- Violating the City's **SUBSTANCE ABUSE AND ALCOHOL CONSUMPTION** policy
- Falsifying City records (e.g., time records, expense reports, etc.)
- Filing a fraudulent on-the-job injury claim
- Filing a false report of policy violation
- Failure to observe established safety policies
- Unauthorized disclosure of confidential City information
- Violating the City's harassment and/or discrimination policies
- Disorderly or discourteous conduct, including fighting, horseplay, or using obscene, abusive, or threatening language or gestures toward patrons, employees, or other individuals, or gossiping with or about employees or patrons while performing work or otherwise representing the City
- Stealing, destroying, abusing, or damaging City property, tools, or equipment or the property of another employee, or other individuals
- Creating a condition hazardous to City property or a person on City premises
- Deliberately concealing another employee's misconduct
- Failing to report any observed or known violations of any policy
- Violating any applicable laws or regulations while performing work or otherwise representing the City or otherwise related to the duties and responsibilities of the position
- Any other breach of appropriate business standards and conduct and/or the City's policies and procedures

## **VIOLENCE AND WEAPONS**

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The City expressly prohibits acts or threats of violence by or against any employee, vendor, or other visitor to the City's facilities.

In addition, the City strictly prohibits the **possession** of any and all weapons, including handguns, on City premises by any employee, whether licensed or unlicensed and whether concealed or visible (excluding law enforcement personnel). For purposes of the immediately preceding sentence, the City premises include all City buildings, but **do not include** any surrounding public or private driveways, streets, sidewalks or walkways, parking lots, parking garages, or other parking areas.

Furthermore, the City strictly prohibits the **use** of any and all weapons, including handguns, on the City premises by any employee, vendor, or other visitor, whether licensed or unlicensed and whether concealed or visible (excluding law enforcement personnel). For purposes of the immediately preceding sentence, the City premises include all City buildings, surrounding public or private driveways, streets, sidewalks or walkways, parking lots, parking garages, or other parking areas.

With the exception of those authorized individuals employed in the Police Department, **employees** are further prohibited from the **possession or use** of any and all weapons, including handguns, whether licensed or unlicensed and whether concealed or visible, in vehicles owned or leased by the City and used by the employee in the course and scope of the employee's work for the City.

Unauthorized employees are further prohibited from the **use** of any and all weapons while conducting business on behalf of the City while off the City premises.

Any potentially dangerous situations, or observations of weapons in the workplace, must be reported immediately to your supervisor or the City Administrator. These situations may include knowledge of personal or family relationships that could bring violence into the workplace. Employees are required to notify their supervisor or the City Administrator of any active restraining orders they may have in place against another individual.

## **VISITORS**

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Although your friends and family members are encouraged to visit the City, personal visits to you by friends, family, or others unrelated to City business should be kept to a minimum.

All visitors must be supervised by a staff member at all times while in a nonpublic area of the City. In no instance should any visitor be permitted access to unauthorized or restricted areas.

## **WEATHER-RELATED CLOSINGS AND DELAYED OPENINGS**

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Occasionally, severe weather may create a serious transportation hazard and make it difficult for employees to arrive at work. Management evaluates such situations carefully before determining whether to close the City. Typically, during severe weather, the City will close and/or delay opening in accordance with the Northwest Independent School District's (NISD) determination and schedule. If the NISD is not in session, the decision will be made by the Emergency Management Coordinator, and this information will be posted on the City's website. You should refer to the City's Emergency Preparedness Plan in the event of other severe weather situations or call your supervisor or the City Administrator for closure announcements.

You should report to work unless you believe the weather proves to be an actual safety threat or a City closing has been announced. You should use appropriate discretion in determining whether to attempt to come to work. If the City has not announced a closing and you will be late or absent from work due to the severe weather, you must notify your supervisor as soon as possible.

A nonexempt employee scheduled to work on a day on which the City is officially closed, opens late, or closes early, will receive his/her normal pay for the day, unless he/she arrives after or leaves prior to the time the closing was effective. If an employee has previously scheduled vacation or called in with an excused absence, he/she will be charged with the time off as originally scheduled.

When the City is not officially closed, nonexempt employees will not be paid for time missed due to severe weather unless they use available personal time. Based upon individual circumstances, the supervisor may allow an employee to make up any missed time due to severe weather if the time is made up within the same workweek.

## **WORKPLACE MONITORING AND SEARCHES**

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The City has the express right to access City property including, but not limited to, desks, lockers, computers, files, e-mail, voice mail, other electronic communications, and other property owned or operated by the City. All such property and communications belong to the City and may be monitored, intercepted, reviewed, and/or searched at the City's discretion for business purposes such as monitoring compliance with City policies and procedures and any applicable external compliance requirements; investigation of business security issues, disclosure of confidential business or proprietary information, or personal abuse of the system; or monitoring work flow or productivity.

If you are assigned a City locker, it is subject to reasonable search, whether you use a City-issued lock or a personal lock. Any such searches or monitoring will be performed in compliance with all applicable laws and regulations.

Monitoring or searches conducted of City property or premises are not allegations or accusations of criminal conduct, nor is submission to such monitoring or searches an admission of guilt. You are expected to cooperate in any such monitoring or searches. Refusal to submit to a reasonable search may lead to immediate termination of employment.

## **BENEFITS**

### **BENEFITS ELIGIBILITY AND CREDITED SERVICE**

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The total amount of service credited to you is important in determining the levels at which you participate in various benefit programs. Generally, your total amount of credited service begins with your first day of employment and consists of the total time you are in active employment. In accordance with all applicable laws, your amount of credited service may be adjusted for any unpaid time spent on a leave of absence and for certain breaks in service.

Determination of your credited service for certain benefits may be protected by law, and applicable state and/or federal laws will govern in such instances. Your supervisor will be responsible for calculating credited service dates for individuals. Documentation of any adjusted credited service dates will be maintained in the personnel file. Adjusted credited service dates may affect seniority status and benefits eligibility, including eligibility for vacation and sick leave.

Eligibility for participation in the City's benefit programs is described in the following benefits summaries, as well as in the summary plan descriptions. Individuals performing services for the City as independent contractors or through an agency and who are not on the City's payroll are not considered employees of the City and are not eligible for participation in the City's benefit programs. In the event that any contradiction arises between the information contained in this handbook and the official plan documentation, the latter will govern in all cases.

In accordance with all applicable laws, the procedures, practices, policies, and benefits described in this section may be modified or discontinued. The City is not responsible or liable to any person for the acts or omissions of any insurance company or for the payment or nonpayment by any such company of amounts due or claimed to be due under any insurance policy obtained by the City for the benefit of its employees.

### **HEALTH SAVINGS ACCOUNTS**

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Health savings accounts (HSA) provide you the opportunity to pay for medical and dental premiums and certain health care and/or dependent care expenses on a pre-tax basis. Flexible spending accounts allow you to set aside funds on a pre-tax basis for payment of eligible expenses, therefore reducing the overall amount of taxes owed on earned income.

### **INSURANCE – CONTINUING INSURANCE COVERAGE (COBRA)**

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You and your covered family members may be permitted to temporarily extend insurance coverage at group rates under COBRA in instances where coverage under the plan would otherwise end. You may also be eligible for state-mandated continuation rights after COBRA coverage ends. Plans, for which coverage may be continued, if offered by the City, include medical, dental, and vision insurance, and the flexible spending accounts.

The City will mail you and your participating dependents complete information regarding insurance continuation and/or conversion rights and responsibilities upon enrollment in the group insurance plan(s). Additionally, when a qualifying event occurs, you and your covered family members will be mailed more information regarding your right to choose continuation and/or conversion of coverage and the applicable time frames for election of coverage.

## **INSURANCE – DENTAL**

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All full-time employees are currently eligible to participate in the City's group dental insurance plan following completion of the required waiting period.

If you elect coverage, you are responsible for full payment of premiums for any dependent coverage. These premiums will be deducted from your pay on a pre-tax basis.

While on any unpaid leave of absence, you will be required to submit payments for your premiums to the City in order to maintain insurance coverage.

## **INSURANCE – DISABILITY, LONG-TERM**

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All full-time employees are currently eligible to participate in the City's long-term disability insurance plan following completion of the required waiting period.

The plan provides wage replacement at 60% of your income, subject to plan maximums, in the event that you are disabled and unable to work for more than 90 days. The full cost of this portion of long-term disability coverage is paid for by the City.

## **INSURANCE – DISABILITY, SHORT-TERM**

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All full-time employees are currently eligible to participate in the City's short-term disability plan following completion of the required waiting period.

The plan provides wage replacement of your income, subject to plan maximums, in the event that you are disabled and unable to work for more than fourteen days, up to 11 weeks. The full cost of short-term disability coverage is paid for by the City.

## **INSURANCE – LIFE**

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All full-time employees are currently eligible to participate in the City's group life insurance plan following completion of the required waiting period.

The full cost of the insurance premium is paid for by the employee.

While on any unpaid leave of absence, you will be required to submit payments for your portion of the premiums to the City in order to maintain the additional life insurance coverage.

## **INSURANCE – MEDICAL**

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All full-time employees are currently eligible to participate in the City's group medical insurance plan following completion of the required waiting period.

If you elect coverage, the City will pay the premiums for individual coverage and the employee will pay for any dependent coverage. The portion for which you are responsible will be deducted from your pay on a pre-tax basis.

While on any unpaid leave of absence, you will be required to submit payments for your portion of the premiums to the City in order to maintain insurance coverage.

## **INSURANCE – VISION**

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All full-time employees are currently eligible to participate in the City's group vision insurance plan following completion of the required waiting period.

If you elect coverage, you are responsible for full payment of premiums for yourself and any dependent coverage. These premiums will be deducted from your pay on a pre-tax basis.

While on any unpaid leave of absence, you will be required to submit payments for your premiums to the City in order to maintain insurance coverage.

## **INSURANCE – WORKERS' COMPENSATION**

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Workers' compensation insurance is maintained by the City to provide compensation to all employees for loss of wages due to injury or illness that occurs in or as a result of employment and also pays necessary related medical expenses, according to applicable state law.

You may elect to decline such coverage if, no later than five days after beginning employment, you notify the City Administrator and the City Secretary in writing that you wish to retain your common law right of action. In such an instance, you would not be covered by the insurance plan and would not be able to obtain workers' compensation income or medical benefits in the event of a job-related injury or accident. If you decline workers' compensation insurance coverage, your employment may be terminated immediately, as coverage under workers' compensation insurance is a condition of employment with the City.

All job-related injuries and accidents, regardless of the need for medical attention or severity of the injury or illness, must be reported immediately to your supervisor and the City Administrator. If necessary, your designated emergency contact will be notified of the illness or injury. Following the provision of appropriate medical care, your supervisor or the City Administrator will ensure completion of the appropriate injury report forms. You may be required to take a drug test in accordance with the City's workers' compensation insurance policy.

In general, you may not combine any type of paid leave benefit, workers' compensation, disability benefit, or any other paid benefit in such a way that the resulting compensation would exceed your average weekly earnings for the pay period in question.

If you are receiving workers' compensation benefits that total less than your average weekly earnings, as determined for purposes of the workers' compensation claim, you may elect to use available sick, vacation, or personal business leave to cover the difference between the workers' compensation benefits and your average weekly earnings. Use or application of any type of paid leave beyond that amount will not be permitted during the period covered by workers' compensation.

If you are off work due to a work-related injury or illness, you are expected to return to work immediately

following release by your health care provider. Employees on leave due to a work-related injury or illness who qualify for 12 weeks of leave under the City's FMLA policy will be allowed to return to the same or an equivalent position if released to return to work within 12 weeks of the time the leave began. Reasonable accommodations requested by the employee will be considered on a case-by-case basis when determining reinstatement provisions. In accordance with all applicable laws, if you do not return to work within the specified time period, you may be replaced. However, when medically and fully released by a health care provider, you may reapply for available positions for which you are qualified and will be given the same consideration as external candidates.

## **LEAVE – BEREAVEMENT**

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Bereavement leave provides you time off in the event of a death in your immediate family. For purposes of this policy, immediate family is defined as your spouse, child, parent, grandparent, grandchild, sibling, and corresponding step and in-law relationships, as well as anyone living in your household.

Full-time employees may receive up to three days of paid time off in the event of a death in your immediate family. Factors to be considered in determining the number of days to be allowed include the relationship of the family member, location of the funeral, and time required for travel. Part-time employees are not eligible for paid bereavement leave.

Use of vacation and/or time off without pay may be approved at the discretion of your supervisor for additional time off or for attendance at funerals of others with special relationships to you. Approval for use of bereavement leave will be at the discretion of your supervisor.

Bereavement leave will not be granted to any employee who is on unpaid status (e.g., military leave, medical leave of absence, etc.). If a family death occurs during your scheduled vacation, the remaining vacation time may be rescheduled with the approval of your supervisor.

The City reserves the right to require verification of the need for bereavement leave and/or the relationship of the deceased family member.

## **LEAVE – FAMILY AND MEDICAL LEAVE OF ABSENCE**

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The City complies with the provisions of the Family and Medical Leave Act ("FMLA") of 1993, as well as applicable state law, which provide job-protected leaves of absence for specific reasons.

### **Basic Leave Entitlement**

FMLA requires the City to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care, or childbirth
- To care for the employee's child after birth, or placement for adoption or foster care
- To care for the employee's spouse, son, daughter, or parent who has a serious health condition
- For a serious health condition that makes the employee unable to perform the employee's job

Eligible employees may take up to 12 weeks (or 26 weeks in the case of service member leave) of leave during a rolling 12-month period. The 12-month period is determined by measuring backward from the date an employee takes any FMLA leave. Spouses who are employed by the City and who request FMLA leave for the birth, adoption, or foster care placement of a child with the employee are eligible for a



combined 12 weeks between the two employees. In other words, both employees continue to be eligible for 12 weeks of leave individually but may only take 12 weeks between them for this event.

### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter, or parent is on covered active duty or called to covered active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is:

- a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness.
- a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

### **Benefits and Protections**

During FMLA leave, the City will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work, provided the employee continues to pay any required contribution for benefits and also provided that the benefits continue to be available to employees. This means that the employee must continue to pay the portion he/she normally pays toward the premium or risk cancellation of health benefits coverage during the leave. If an employee is on a paid leave, the premiums will be deducted from the employee's pay as usual. If some or all of an employee's leave will be without pay, information on how and when to make premium payments will be provided to the employee at the beginning of the FMLA leave. If necessary, the employee will be allowed to discontinue health coverage and be reinstated to the plan, if the employee returns to work on or before expiration of the FMLA leave.

Benefits such as personal time off leave do not accrue during an FMLA leave. The period of time an employee is on FMLA leave will be treated as continued service for purposes of vesting and eligibility to participate under the City's retirement plan. An employee on FMLA leave is not eligible for holiday pay for a holiday which falls during unpaid FMLA leave.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave. While on leave, an employee must continue to pay the employee's premiums for any applicable benefits that would otherwise be automatically deducted from the employee's wages (e.g., voluntary life insurance). Contact the Human Resources Department for details regarding employee premiums.

Upon completion of the 12-week leave, if an employee fails to maintain his/her contribution for benefits

or fails to return to work at the end of leave, a loss of coverage will occur. Any continuation of health care coverage will depend on state and/or federal law. An employee who does not return from leave may be required, under certain circumstances provided by the FMLA, to reimburse the City for any employee contributions paid by the City while the employee was on unpaid leave.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The employee should notify the Human Resources Department of his/her intent to return to work two weeks prior to the anticipated date of return, as well as any medically necessary changes in the date of return. If the leave involved is uninterrupted, continuous leave due to the employee's own serious health condition, the City will require the employee to provide a job-related medical certification of fitness before the employee is allowed to return to work. Failure to provide this certification may result in the delay or denial of job restoration.

### **Eligibility Requirements**

Employees are eligible if they have been employed by the City for at least one year and have worked 1,250 hours in the previous 12 months.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave**

The City requires use of accrued paid leave while taking FMLA leave. In using this accrued paid leave while taking FMLA leave, employees must comply with the City's normal paid leave policies contained herein.

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days advance notice is not possible, the employee must provide notice as soon as practicable and must comply with call-in procedures as listed in the **ATTENDANCE AND PUNCTUALITY** policy contained herein.

Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA

protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Notice to the City is accomplished by completing an *FMLA Leave Request* form, which is available from your supervisor. If the reason for leave involves a serious health condition, the employee will be provided with a *Certification of Health Care Provider* form that must be completed by his/her physician and returned to the Human Resources Department within 15 calendar days. The City reserves the right to request a second medical opinion, at the City's expense, for verification of an employee's serious health condition. In addition, while the employee is on leave, the City may require the employee to provide periodic recertification of his/her medical condition and may inquire as to his/her intentions to return to work. Failure to timely provide completed leave of absence request forms and medical certifications could result in the denial of an employee's leave or the postponement of the approval of such leave or render such absences unapproved.

### **The City's Responsibilities**

The City is responsible for informing employees requesting leave whether they are eligible under FMLA. If they are eligible, the City's notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the City will provide a reason for the ineligibility.

The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines that the leave is not FMLA-protected, the City will notify the employee.

### **LEAVE – HOLIDAYS**

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Full-time employees are eligible to receive holiday pay. Part-time and employees on unpaid status (e.g., military leave, leave of absence, etc.) are not eligible for holiday pay. The City generally observes the following holidays:

New Year's Day .....	January 1
Martin Luther King Day .....	Third Monday in January
President's Day.....	Third Monday in February
Good Friday.....	Friday preceding Easter
Memorial Day.....	Last Monday in May
Juneteenth.....	June 19
Independence Day .....	July 4
Labor Day .....	First Monday in September
Columbus Day.....	Per the City's Calendar
Veterans Day.....	November 11
Thanksgiving Day (and following day).....	Fourth Thursday in November
Christmas Eve and Christmas Day .....	December 25

If a holiday happens to fall on a Saturday, the day off will be observed on the preceding Friday, and if a holiday falls on a Sunday, the day will be observed on the following Monday.

If you are required to work on a City-recognized holiday, you will be paid for all hours worked, in addition to pay for the holiday, and overtime will be paid for any hours worked in excess of 40 hours

## **LEAVE – JURY DUTY AND COURT APPEARANCES**

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Employees are allowed to take time off for required jury duty or service as a witness. If sufficient advance notice is provided to the employee's supervisor full-time employees may receive up to 15 paid days off per year for jury duty or service as a witness. Part-time employees are not eligible for paid time off for jury duty or service as a witness.

You must provide a copy of the court order, subpoena, or jury summons to your supervisor for approval for time off for court service as soon after receipt as possible. The City may request a postponement of jury duty if your services are vitally needed at the time you are called for jury service.

You must be working to be eligible for paid time off for court service. Pay will not be granted to an employee who is on unpaid status (e.g., military leave, medical leave of absence, etc.). You may retain any fees received from the court for service on a jury.

You are expected to return to work if excused by the court any time prior to three hours before the scheduled end of the workday. At the completion of your court service, you must present your supervisor with an official notice from the court, verifying the dates of court service.

The City will not compensate time off for court appearances as a party to any civil or criminal litigation, unless required by applicable law. You must arrange for time off without pay, use available vacation, or use personal business days for such appearances.

If you are subpoenaed or summoned as a witness in a legal proceeding involving City operations, you are performing a function of employment, and time served testifying in such action is considered normal working time.

## **LEAVE – MILITARY**

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The City will grant requests for military leaves of absence and for reinstatement of employment without a break in service from such leaves in accordance with the Uniform Services Employment and Reemployments Rights Act (USERRA). Employees who are members of a uniformed service or who make application for membership in a uniformed service will be given the required time off in accordance with all applicable laws for the performance of duty, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and the time necessary to be absent from employment for an examination to determine fitness to perform any of these duties. Uniformed services generally include the Armed Forces, the Army National Guard, and the Air National Guard.

You or another officer of the service must give the City advance notice, either written or verbal, of your need for military leave, unless advance notice is precluded by military necessity (as determined by the Secretary of Defense) or is otherwise not within your control. You should give notice and provide a copy of any official papers as soon as possible after receipt of military orders so that any necessary scheduling arrangements can be made. Failure to provide adequate notice may result in a denial of reinstatement.

Upon notification of your need for leave or upon your request to your supervisor, or City Administrator, you will be provided with information regarding your rights and responsibilities for military leave.

## LEAVE – RELIGIOUS OBSERVANCES

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If your religion requires attendance at religious services during a scheduled workday or requires you to be absent for observance of a religious holiday and you desire the time off, you should request time off in writing and submit it to your supervisor or the City Administrator at least two weeks in advance. If approved, you may use available personal time off or take the day as unpaid. The City will allow you time off for religious observances and practices unless such accommodation is not reasonable or practical, or it causes undue hardship on City operations.

## LEAVE – PERSONAL TIME OFF (Revised March 23, 2023)

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Personal Time Off (PTO) is one of the many ways the City shows its appreciation for your loyalty and continued service. All full-time employees are eligible for paid PTO benefits based upon credited service and employment classification with the City. Part-time employees are not eligible for PTO. Employees who are on unpaid status are not eligible for accrual of PTO during that time.

### PTO Accrual Schedule – Employees

Years of Credited Service	Earned Annually	Vacation Hours Accrued Per Pay Period
0-2 years	80 hours / 10 days	3.08
2-5 years	120 hours / 15 days	4.62
5-8 years	160 hours / 20 days	6.15
8+ years	200 hours / 25 days	7.69

Years of Credited Service	Earned Annually	Sick Leave Hours Accrued Per Pay Period
0-2 years	80 hours / 10 days	3.08
2-5 years	80 hours / 10 days	3.08
5-8 years	80 hours / 10 days	3.08
8+ years	80 hours / 10 days	3.08

### PTO Accrual Schedule – Police Officers (84 hr pay period)

Years of Credited Service	Earned Annually	Vacation Hours Accrued Per Pay Period
0-2 years	139 hours / 17 days	5.33
2-5 years	182 hours / 23 days	7.01
5-8 years	226 hours / 28 days	8.70
8+ years	270 hours / 34 days	10.38

Years of Credited Service	Earned Annually	Sick Leave Hours Accrued Per Pay Period
0-2 years	80 hours / 10 days	3.08
2-5 years	80 hours / 10 days	3.08
5-8 years	80 hours / 10 days	3.08
8+ years	80 hours / 10 days	3.08

The following procedures apply to all employees who are eligible for PTO benefits:

### **ACCRUAL RATE**

- Your PTO accrual will begin with your most recent date of hire. Employees who are rehired after a break in service will not receive any credit for prior service with the City.
- Vacation and Sick Leave is accrued from the first full month of employment. However, you are not eligible to use vacation days until you have completed six (6) continuous months of employment and sick leave days until you have completed three (3) continuous months of employment.

### **VACATION REQUESTS & GUIDELINES**

- All vacation requests are subject to supervisor or City Administrator approval. Please request your time off in advance. Every effort will be made to accommodate your request unless business necessity requires otherwise. Time off will be scheduled in such a manner as to provide unimpaired service by the City and adequate coverage of all positions.
- When a City-recognized holiday occurs during a scheduled time off, an additional day of time off may be granted, to be scheduled at the discretion of your supervisor. If you become ill on a scheduled time off day, an additional time off day will not be provided.
- After your initial six months of employment, PTO may be taken at any time during the calendar accrual period
- Vacation leave is typically to be used in the one-year period in which it is accrued. However, an employee may carry forward any accrued, but unused, vacation days from the most recent 12-month period into the next year.
- Vacation time will only be charged for the time an employee would have worked during a normal work day.
- If an approved City holiday occurs during the time an employee is on vacation leave, an extra day may be added to the vacation time upon mutual agreement by the employee and their supervisor or the City Administrator.
- If an employee is promoted, transferred to another department, or demoted based on disciplinary action, they will retain their accrued vacation time.
- Vacation will generally not be advanced to an employee. Any variations to this process will require City Administrator and City Council approval.
- Vacation time is not transferable.

### **SEPARATION FROM EMPLOYMENT (RESIGNATION, TERMINATION OR RETIREMENT)**

- If you separate employment, your accrued, but unused, vacation time may not be used as part of the notice period. Your date of termination will be the last day you actually work.
- If you separate employment without providing two weeks' notice, or if your employment is terminated for reasons of misconduct, you will not receive payment for earned time not yet taken.
- If you separate employment before completing six (6) months of service, no vacation time will be paid, as it has not yet accrued.
- After your initial six (6) months of employment, if you resign with two-weeks' notice and work satisfactorily through the notice period with no absences or are terminated for reasons other than misconduct, you will receive payment for accrued, but unused, vacation hours in your final paycheck.
- Retirement eligible employees shall be paid for accrued sick leave up to a maximum of 240 hours, which equals approximately two (2) months of employment. Upon the following conditions:
- This option applies to employees who are eligible to retire under the City's current employment process and/or the provisions of the Texas Municipal Retirement System (TMRS), whether or not the employee has filed for retirement by the end of the employment period with the City.
- The employee must complete 10 years of continuous service with the City.

- An employee who chooses to retire rather than involuntarily separate from the City shall not be eligible for this option.
- This option shall be based on the employee's rate of pay at the time of retirement and shall be paid on the next regularly scheduled pay-day following retirement from the City.

### **SICK LEAVE PROCEDURES**

- Employees are eligible to use sick leave time upon completion of three (3) months of continuous employment. Sick leave will not be advanced to an employee prior to this time period and should be used under the following types of circumstances:
  - an employee is unable to perform their duties due to illness, surgical procedures, or injury;
  - the need to schedule a medical/dental/optical appointment cannot be achieved outside normal working hours;
  - an employee is recovering from pregnancy, miscarriage, or childbirth;
  - an employee has been exposed to a contagious or severe illness in which quarantining from the remaining staff members is in the best interest of the needs of the City; or
  - an employee needs to care for a sick or injured child, spouse, or parent.
- Employees may be required to provide a physician's note stating they are able to return to work based upon the following factors:
  - Employees who need to utilize three (3) or more days of continuous absences from the workplace due to illness;
  - multiple requests for time off occur during a thirty (30) day period;
  - a pattern of time off exists that affects the day-to-day operations of the City; or
  - an employee requests an extension of time off due to serious illness;
- Sick leave may be accrued to a maximum of 720 hours or ninety (90) days during the entire term of an employee's time with the City.
- If an approved City holiday falls during a period of sick leave that has been requested/approved by the employee, the employee will not be charged a sick leave day for the holiday.

### **LEAVE – VOTING**

All employees are eligible for time off of up to two hours to vote if your work schedule does not allow for two consecutive hours in which to vote during polling hours.

You must receive prior approval from your supervisor for time off to vote. Time off to vote must be scheduled in such a manner as to provide unimpaired service by the City and adequate coverage of all positions.

### **RETIREMENT PLAN**

The City has currently established a retirement plan to allow eligible employees to save for their retirement by making contributions into one or more investment vehicles on a pre-tax basis. Additionally, the City will make contributions to your account.

As a condition of employment, all employees are required to participate in the City's retirement plan after completion of at least 1,000 hours of service (calculated annually on each anniversary of the employee's

hire date). Employees are required to contribute a minimum of 7% of their base annual compensation on a pre-tax basis. You may contribute additional amounts at your discretion up to the maximum allowable by law.

The City will make a contribution percent of base annual pay for eligible employees.



## SEPARATION

### JOB ABANDONMENT

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You are expected to provide appropriate notice if you are unable to work. If you are absent from work for two full consecutive days without notice to your supervisor, you will be considered to have abandoned your job and voluntarily resigned from employment with the City. The effective date of termination will be the last day on which you were at work.

If you abandon your job, you will be paid only for each day actually worked. No payment for available PTO will be made to an employee who abandons the job.

### MEDICAL SEPARATION

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A medical separation is a release initiated by either you or the City if you are unable, for health reasons, to continue to work. A medical separation will not affect your eligibility for continued receipt of workers' compensation or other disability payments for which you are eligible.

Any available PTO days will be paid to you for a medical separation.

### MISCONDUCT-RELATED TERMINATION

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Misconduct-related terminations are initiated by the City for inappropriate conduct or behavior (see **OPERATING** section – **STANDARDS OF CONDUCT** and **UNSATISFACTORY PERFORMANCE, BEHAVIOR, AND CONDUCT**).

The effective date of termination will be the last day on which you were at work. No payment for available vacation or personal days will be made when an employee is terminated for reasons of misconduct. No payment for unused sick leave time will be made for misconduct-related termination.

### PERFORMANCE-BASED TERMINATION

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Performance-based terminations are initiated by the City for unacceptable job performance (see **OPERATING** section – **STANDARDS OF CONDUCT** and **UNSATISFACTORY PERFORMANCE, BEHAVIOR, AND CONDUCT**).

The effective date of termination will be the last day on which you were at work. Any available PTO days will be paid to you in the event of a termination for reasons of unacceptable job performance, unless you have less than six months of service.

### RESIGNATION

---

Resigning employees are expected to provide at least two weeks written notice of their intent to resign. Failure to provide and work through the appropriate notice of resignation may result in ineligibility for reemployment and forfeiture of payment for any available vacation or personal days. Your notice period

may not include any paid time off benefits. Any absences during your notice period will be unpaid. Your date of termination will be the last day you actually work.

A resignation is irrevocable, unless approval to rescind it is provided by a supervisor.

The City may permit you to continue employment during the notice period or accept your resignation immediately or at any time during the notice period and pay you for the remainder of the notice period, up to a maximum of two weeks from the original notice date, at the discretion of your supervisor or the City Administrator.

Any available paid time off (PTO) days will be paid to you upon termination, if proper notice of resignation is provided and you work through the notice period with no absences. If you terminate employment before completing six months of service, no PTO benefits will have been vested and will not receive payout. accrued.

## **RETIREMENT**

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Retiring employees are expected to provide advance notice of their intent to retire in order for the City to plan for the replacement of their positions. Your retirement date will be the last day you actually worked.

Any available PTO days will be paid to you upon retirement.

## **TERMINATION PROCEDURES**

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In the case of a resignation, you may be interviewed by the Human Resources Department on or before your last day of employment. This exit interview will be conducted to give you an opportunity to discuss your reasons for leaving, as well as for the City to gain information that might improve policies, working conditions, or procedures.

On or before your last day of work, you must return any keys, passwords, or other items issued to you by the City or created as a result of employment with the City. You may be required to sign an authorization form to deduct the cost of any unreturned or unreasonably worn or damaged City property from your final paycheck.

Resigning employees will receive their final pay on the next regularly scheduled payday. Employees terminated by the City will be paid within six calendar days from the date of termination.

## NOTES

## **EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND DISPUTE RESOLUTION, ARBITRATION, AND MUTUAL WAIVER OF JURY TRIAL**

I have received and read my personal copy of the City of Rhome's ("the City") Employee Handbook. Except for the policy of at-will employment, which can only be changed by a written agreement executed by an official of the City authorized to enter into such an agreement, the provisions contained in the Dispute Resolution, Arbitration, and Mutual Waiver of Jury Trial section of this handbook, and this Acknowledgement, I understand that the policies and procedures contained within this handbook are subject to revision or revocation, with or without my prior knowledge, at any time and for any reason deemed necessary by management. I further understand that I am personally responsible for remaining knowledgeable of the contents of this handbook and all other posted or publicized policies and procedures of the City. I will familiarize myself with the information in this handbook, will seek verification or clarification from my supervisor or the City Administrator where necessary, and will comply with all policies and requirements.

**I AGREE THAT ANY AND ALL DISPUTES ARISING UNDER THE FAIR LABOR STANDARDS ACT OR CLAIMING MISCLASSIFICATION OF EXEMPT STATUS, UNPAID OVERTIME, OR FAILURE TO PAY MINIMUM WAGE WILL BE RESOLVED BY MANDATORY, BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND USING THE AMERICAN ARBITRATION ASSOCIATION RULES FOR THE RESOLUTION OF EMPLOYMENT DISPUTES, WITH THE EXCEPTION THAT THE ARBITRATOR SHALL NOT HAVE THE RIGHT OR AUTHORITY TO CONDUCT ANY ARBITRATION ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL ARBITRATIONS COVERED BY THIS AGREEMENT SHALL BE CONDUCTED AS INDIVIDUAL CLAIMS AND EACH RESOLVED IN A SINGLE ARBITRATION BETWEEN THE EMPLOYEE AND THE CITY.**

**ALL DISPUTES BETWEEN EMPLOYEE AND THE CITY NOT COVERED BY THIS MANDATORY ARBITRATION AGREEMENT SHALL BE RESOLVED BY A COURT OF COMPETENT JURISDICTION SITTING WITHOUT A JURY, AND THE CITY AND EMPLOYEE UNCONDITIONALLY AND IRREVOCABLY WAIVE THEIR RIGHT TO JURY TRIAL IN DISPUTES BETWEEN OR AMONG THEM.**

The City and each employee that signs this Acknowledgment, receives a copy of this handbook, or has knowledge of this policy and continues to work for the City thereafter hereby waive their right to trial by jury and agree to have any disputes arising between them resolved by a judge of a competent court sitting without a jury or a single arbitration in a non-class or non-collective action proceeding.

I agree, as shown by my signature, to accept, endorse, and abide by all of the City's policies and procedures contained within this handbook and all other posted or publicized, written, or verbal policies and procedures of the City.

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

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

/s/ \_\_\_\_\_ The City of Rhome



**Agenda Commentary**  
**Meeting Date: May 17, 2023**

Department: Administration  
Contact: Amanda DeGan, City Administrator  
**Agenda Item: Sheriff's Notice of Dispatch Fee**

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Type of Item:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Plat	<input checked="" type="checkbox"/> Discussion & Direction		<input type="checkbox"/> Other

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**Summary:**

- Staff began discussions with the Wise Co. Sheriff about a potential charge for dispatch services.
- The Wise County Messenger wrote an article about this issue in February of 2023, and again in May of 2023, where the Sheriff discussed their 'need' for the fee.
- Chief Debus has been in meetings with the surrounding law enforcement agencies about the fee; including, Boyd, Aurora, and Runaway Bay.
- Staff have attended various outside city council meetings where the impact of the fee was discussed.
- Staff have also attended a regional mayor's meeting where the items has been discussed.

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Funding Expected:	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
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Budgeted Item:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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GL Account:	Amount:
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Legal Review Required:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date Completed:
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Engineering Review:	<input type="checkbox"/> FD Review:	<input type="checkbox"/> PD Review:	<input type="checkbox"/> PW Review:
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**History / Details / Recommendation:**

Staff will present an overview of the issue at the Council meeting to receive direction on the best way to proceed.



**Agenda Commentary**  
**Meeting Date: May 17, 2023**

Department: Administration  
Contact: Amanda DeGan, City Administrator  
**Agenda Item: FY 2022 - Audit Update**

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

**Summary:**

- Staff have been working with a Certified Public Accountant (CPA) and the city's auditing firm, MWH Group, to complete the audit for last fiscal year.
- The previous CPA, Mr. Bill Spore was not available this year to handle the year-end close out and the gathering of the auditing workpapers for MWH.
- The need to locate an alternative CPA, staff turnover, and transitions to new software have delayed our progress.
- Staff have also been in contact with other cities who have experienced some of the same delays for both FY 2021 and FY 2022 audits.

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

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

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

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

**History / Details / Recommendation:**

The City Administrator has asked the CPA that was used earlier this year to also assist with gathering the audit documents that are needed for the auditing firm, MWH. We expect to begin working with the CPA to gather the documents necessary for MWH to do that actual audit (please see the attached list). Staff have also talked with MWH who have stated they have a goal of completing audits within 30 days of receiving all the necessary paperwork.

We understand there has been some confusion in the community about the delay and hope this helps explain the processes and our progress to date.



April 18, 2023

To the Honorable Mayor and Members of the City Commission  
City of Rhome  
501 S. Main Street  
Rhome, TX 76078

Honorable Mayor, City Commissioners, and City Manager:

We are engaged to audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, of City of Rhome, Texas for the year ended September 30, 2022. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated April 18, 2023, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Management's Discussion and Analysis, Budgetary Comparison Schedule – General Fund, Texas Municipal Retirement System Schedule of Funding Changes in Net Pension Liability and Related Ratios, Texas Municipal Retirement System Schedule of Contributions, and Texas Municipal Retirement System Schedule of Changes in Total OPEB Liability and Related Ratios, which supplement(s) the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risk of material misstatement as part of our auditing planning:

Honorable Mayor and  
Members of the City Commissioners  
City of Rhome, Texas  
April 18, 2023

Page 2

Management override and controls

Improper revenue recognition

Audit planning has not yet concluded, and modifications may be made. If additional significant risks are identified during the course of the audit, we will communicate that to you at the time.

We expect to begin our audit approximately in Summer 2023. Valerie Halverson, CPA, is the engagement shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of City Council and management of the City of Rhome, Texas and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "MWH Group, P.C." in a cursive, slightly stylized font.

MWH GROUP, P.C.



**CITY OF RHOME**  
ITEMS NEEDED FOR YEAR-END AUDIT  
SEPTEMBER 30, 2022

The following is a list of items needed for the 2022 audit. Please contact Valerie Halverson with any questions regarding the list or the audit in general. My contact information is (940) 723-1471 or [vhalverson@mwhpc.com](mailto:vhalverson@mwhpc.com). Electronic copies, in excel formatting, are very much preferred. Thank you!

General Items

1. Trial balances for all funds as of 9/30/22.
2. General ledger detail from 10/1/21 through 9/30/22.
3. The 2021-2022 original budget, and copies of any revisions made to the budget during the year, including resolutions.
  - a. The 2021-2022 original budget
  - b. The 2021-2022 amended budget – if applicable
4. City organizational chart.
5. Listing of all employees and commissioners of the city and their titles, including a listing of audit committee members.
6. Commission and committee minutes from 10/1/21 through 10/31/22, including ordinances.
7. Copies of any new or updated policies, including personnel, purchasing, etc since 9/30/21.

Cash

8. Copies of all bank reconciliations and bank statements as of 9/30/22, including detail listings of all outstanding and reconciling items.
9. Copies of all bank reconciliations and bank statements as of 10/31/22, including detail listings of all outstanding and reconciling items.
10. Bank statements and reconciliations for all bank and investments accounts for 10/1/21 through 9/30/22 - should be available for review (we don't need copies).
11. Information on any investments purchased or disposed of during the year (CD's, T-notes, etc.)
12. Bank confirmations for all bank and investment accounts. The samples are from bank accounts used in prior year. Please review and update information. (sample attached).
13. Pledge security listings report at 9/30/22 from Wells Fargo

Property and Equipment

14. Detailed listing and copy of invoices for property and equipment (capital outlay) additions over \$1,000 for the year ended 9/30/22.
15. Detailed listing and copy of invoices for all repairs and maintenance over \$5,000.
16. Detail listing and documentation of all disposals, if any, of property and equipment for the year ended 9/30/22.
17. A copy of all "Construction Pay Estimate" invoices from Rey-Mar Construction.

Receivables

18. Detail for any NSF checks shown as receivable at 9/30/22.
19. General Ledger detail for all Developer Receivable accounts from 10/1/21 to 9/30/22.
20. "Client Ledger" reports for the Developer Receivable accounts (Prior year example available upon request)
21. A/R aging for utility accounts receivable at 9/30/22.
22. Utility Billing Cycle report for the last billing period in September 2022.
23. Utility Billing Cycle report for the first billing period in October 2022.
24. Charge-off Bad Debts Report

#### Liabilities

- 25. Accounts payable detail for all funds at 9/30/22.
- 26. A general ledger detail for all accounts from 10/1/2022 to 11/30/2022.
- 27. Schedule for all other accrued liabilities as of 9/30/22.

#### Debt

- 28. Documentation for any new debt issuances from 10/1/21 through 10/31/22, if any.
- 29. Copies of any new contracts or leases since 9/30/22.
- 30. Copies of all loan payment notices received in the current year.

#### Payroll

- 31. Copies of all 941's and TWC forms filed (12/21, 3/22, 6/22, 9/22).
- 32. Payroll reports for the last payroll in September 2022, and the first payroll after 9/30/22.
- 33. W-2 reports for all employees.
- 34. "Employee Benefit Report" showing unused compensated absences at 9/30/22.
- 35. Letter from TMRS regarding the municipal contribution rate.
- 36. TMRS Summary of Monthly Payroll Reports for the period October 2021 through September 2022.
- 37. TMRS Employee Census Report in Excel, as of 12/31/21.

#### Revenue & Expenses

- 38. Tax Appraisal Reports from Wise County: "Year to Date Recapitulation for Agency"
- 39. "Collections Summary" report from Wise County for October and November 2022.
- 40. Any reports showing the allocation of Property Tax Revenue.
- 41. Court Fines revenue report from 10/1/21 to 9/30/22.
- 42. Utility fund billing & consumption reports for 10/1/21 to 9/30/22 for all utilities.
- 43. Utility Billing Collections report for October 2022.
- 44. Utility Rate Schedule for 2022.
- 45. Sales Tax "Allocation History Summary" for 2022.
- 46. Detailed listing of franchise tax revenue for 2022, including company names and amounts.
- 47. Summarized monthly deposit reports from the TX Comptroller of Public Accounts for 10/1/20 through 10/31/21.
- 48. Copies of annual invoices placed in prepaid expenses during 2022.

#### Grant Documents

- 49. Listing of all grant funds received and expended from 10/1/21 through 9/30/22, including copies of the original grant agreement.
- 50. Copies of all grant contracts received during the year.
- 51. Copies of any correspondence from granting agencies.
- 52. "ARPA Expense" workbook for the year ended 9/30/22.

#### Confirmations

- 53. Confirmation letter for any attorneys utilized during the year (sample attached).
- 54. Ad valorem tax confirmation (sample attached).
- 55. Franchise tax confirmations for the top four companies (sample attached).



**Agenda Commentary**  
**Meeting Date: May 17, 2023**

Department: Administration  
Contact: Amanda DeGan, City Administrator  
**Agenda Item: Citizen Survey Update**

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

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**Summary:**

- Staff received approval to mail a citizen survey to our residents and businesses for 2023.
- The survey document was mailed out on May 4, 2023 to each house and business in our water database.
- Staff will compile the results and provide the data to Council along with any open-ended comment responses when the survey is complete.

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Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

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

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

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

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**History / Details / Recommendation:**

Staff have started to receive survey documents from our stakeholders as of the week of May 8<sup>th</sup>. The results are being compiled by day of receipt and we plan to present the information to Council in June. We will also be posting intermittent reminders on social media to encourage participation.

Staff will also provide Council with a numerical response update during the meeting of the 17<sup>th</sup> of May.



**Agenda Commentary**  
**Meeting Date: May 17, 2023**

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Department: Administration

Contact: Amanda DeGan, City Administrator

**Agenda Item: Proclamations for Outgoing Council Members McCabe and Priest**

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

---

**Summary:**

- Rhome has a tradition of issuing proclamations for special days, weeks, and individuals who have served the community.
- This May, Council and Staff are pleased to note the tireless efforts of two (2) Council Members.
- Proclamations have been prepared and will be read at the meeting.
- Please join us in thanking them for the countless hours of service to the community of Rhome!

---

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

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

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

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

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**History / Details / Recommendation:**

# *Proclamation of Appreciation*

**A PROCLAMATION OF THE CITY COUNCIL OF THE  
CITY OF RHOME, TEXAS, TO  
JOSH MCCABE, MAYOR PRO TEM EMERITUS  
FOR HIS SERVICE TO THE CITY OF RHOME  
FROM 2018 - 2023**

**WHEREAS**, the City Council and Staff Members of the City of Rhome, Texas wishes to express their sincere appreciation to Josh McCabe for his invaluable service to the City of Rhome; and

**WHEREAS**, Josh McCabe served with distinction and honor as a member of the City Council for five (5) years; and

**WHEREAS**, Josh McCabe's dedication, accessibility, and loyalty to Rhome and its citizens has been instrumental to the welfare, growth and development of the City of Rhome.

**NOW THEREFORE, BE IT PROCLAIMED** that the City Council and Staff Teams of the City of Rhome, Texas hereby express their heartfelt appreciation to Josh McCabe, Mayor Pro Tem Emeritus for his unselfish contributions and service to the City of Rhome and its citizens.

Passed and approved by the City Council of the City of Rhome, Texas, this 17th day of May 2023.

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Amanda DeGan  
City Administrator

[SEAL]

ATTEST:

---

Shaina Odom  
City Secretary

# *Proclamation of Appreciation*

**A PROCLAMATION OF THE CITY COUNCIL OF THE  
CITY OF RHOME, TEXAS, TO  
ELAINE PRIEST  
FOR HIS SERVICE TO THE CITY OF RHOME  
FROM 2018 - 2023**

**WHEREAS**, the City Council and Staff Teams of the City of Rhome, Texas wish to express their sincere appreciation to Elaine Priest for her invaluable service to the City of Rhome; and

**WHEREAS**, Elaine Priest served with distinction and honor as a member of the City Council for five (5) years; and

**WHEREAS**, Elaine Priest's dedication and loyalty to Rhome and its citizens has been instrumental to the enhanced welfare, growth and development of the City of Rhome.

**NOW THEREFORE, BE IT PROCLAIMED** that the City Council and Staff Teams of the City of Rhome, Texas hereby express their heartfelt appreciation to City Council Member Elaine Priest for her unselfish contributions and service to the City of Rhome and its citizens.

Passed and approved by the City Council of the City of Rhome, Texas, this 17th day of May 2023.

---

Amanda DeGan  
City Administrator

[SEAL]

ATTEST:

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Shaina Odom  
City Secretary

## Cumulative Results Report

Official

Run Time 9:21 PM

Run Date 05/06/2023

## WISE COUNTY, TEXAS

May 6, 2023 GENERAL AND SPECIAL ELECTION

5/6/2023

Page 1

## Unofficial Results

## Registered Voters

7030 of 0 = 0.00%

## Precincts Reporting

65 of 65 = 100.00%

## MAYOR CHICO - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	129	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
BRIEN STRAIN		0	0.00%	35	50.00%	26	46.43%	61	48.41%
COLLEEN SIDES SELF		0	0.00%	35	50.00%	30	53.57%	65	51.59%
Cast Votes:		0	0.00%	70	100.00%	56	100.00%	126	100.00%

## CHICO ALDERMAN - Vote for None, One or Two

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	129	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
JIMMY COUNTS		0	0.00%	35	33.02%	35	42.68%	70	37.23%
LANE LAMBERT		0	0.00%	27	25.47%	24	29.27%	51	27.13%
JAMIE GUNSTANSON		0	0.00%	44	41.51%	23	28.05%	67	35.64%
Cast Votes:		0	0.00%	106	100.00%	82	100.00%	188	100.00%

## DECATUR COUNCIL MEMBER, PLACE 2 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	1,270	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
JAKE HAYES		7	100.00%	199	100.00%	64	100.00%	270	100.00%
Cast Votes:		7	100.00%	199	100.00%	64	100.00%	270	100.00%

## DECATUR COUNCIL MEMBER, PLACE 4 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	1,270	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
WILL CARPENTER		1	100.00%	155	77.89%	58	78.38%	214	78.10%
MARC STANWYCK		0	0.00%	44	22.11%	16	21.62%	60	21.90%
Cast Votes:		1	100.00%	199	100.00%	74	100.00%	274	100.00%

## Cumulative Results Report

Official

Run Time 9:21 PM  
Run Date 05/06/2023

## WISE COUNTY, TEXAS

May 6, 2023 GENERAL AND SPECIAL ELECTION

5/6/2023

Page 2

## Unofficial Results

## Registered Voters

7030 of 0 = 0.00%

## Precincts Reporting

65 of 65 = 100.00%

## DECATUR COUNCIL MEMBER, PLACE 6 (AT LARGE) - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	1,546	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
MELINDA REEVES		9	100.00%	468	100.00%	165	100.00%	642	100.00%
Cast Votes:		9	100.00%	468	100.00%	165	100.00%	642	100.00%

## LAKE BRIDGEPORT COUNCIL MEMBER - Vote for None, One, Two or Three

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	57	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
CHRIS LOE		0	0.00%	34	30.91%	5	27.78%	39	30.47%
BRENDA COX		0	0.00%	19	17.27%	6	33.33%	25	19.53%
PETE CASALEGNO		0	0.00%	30	27.27%	4	22.22%	34	26.56%
SHERRY PEWITT		0	0.00%	27	24.55%	3	16.67%	30	23.44%
Cast Votes:		0	0.00%	110	100.00%	18	100.00%	128	100.00%

## MAYOR NEW FAIRVIEW - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	67	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
JOHN R. TAYLOR		0	0.00%	36	100.00%	14	100.00%	50	100.00%
Cast Votes:		0	0.00%	36	100.00%	14	100.00%	50	100.00%

## CITY COUNCIL PLACE 2 (AT LARGE - 2 YEAR TERM) - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	67	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
PETER KOZLOWSKI		0	0.00%	34	100.00%	14	100.00%	48	100.00%
Cast Votes:		0	0.00%	34	100.00%	14	100.00%	48	100.00%



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Official

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Registered Voters

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## CITY COUNCIL PLACE 3 (AT LARGE - 1 YEAR TERM UNEXPIRED TERM) - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	67	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
SARAH ADAMS		0	0.00%	27	67.50%	12	63.16%	39	66.10%
WALTER CLEMENTS		0	0.00%	13	32.50%	7	36.84%	20	33.90%
Cast Votes:		0	0.00%	40	100.00%	19	100.00%	59	100.00%

## CITY COUNCIL PLACE 4 (AT LARGE - 2 YEAR TERM) - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	67	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
STEVEN KING		0	0.00%	34	100.00%	14	100.00%	48	100.00%
Cast Votes:		0	0.00%	34	100.00%	14	100.00%	48	100.00%

## CITY COUNCIL PLACE 5 (AT LARGE - 1 YEAR TERM UNEXPIRED TERM) - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	67	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
RICHARD GREENE		0	0.00%	33	100.00%	15	100.00%	48	100.00%
Cast Votes:		0	0.00%	33	100.00%	15	100.00%	48	100.00%

## RHOME COUNCIL MEMBER, PLACE 1 (2 YEAR TERM) - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	251	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
JIMMY JOHNSON		1	100.00%	123	100.00%	55	100.00%	179	100.00%
Cast Votes:		1	100.00%	123	100.00%	55	100.00%	179	100.00%

## Cumulative Results Report

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## RHOME COUNCIL MEMBER, PLACE 2 (2 YEAR TERM) - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	251	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
MICHELLE TYE		0	0.00%	100	57.47%	28	41.18%	128	52.67%
BILLY MOORE		1	100.00%	74	42.53%	40	58.82%	115	47.33%
Cast Votes:		1	100.00%	174	100.00%	68	100.00%	243	100.00%

## RHOME COUNCIL MEMBER, PLACE 3 (2 YEAR TERM) - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	251	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
RANDALL LOFTIS		1	100.00%	127	100.00%	55	100.00%	183	100.00%
Cast Votes:		1	100.00%	127	100.00%	55	100.00%	183	100.00%

## RHOME COUNCIL MEMBER, PLACE 5 (1 YEAR TERM) - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	251	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
DEBORAH BECRAFT		1	100.00%	64	37.43%	47	69.12%	112	46.67%
KASEY SHUMAKE		0	0.00%	107	62.57%	21	30.88%	128	53.33%
Cast Votes:		1	100.00%	171	100.00%	68	100.00%	240	100.00%

## ALVORD ISD FOR SCHOOL TRUSTEE, PLACE 6 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	190	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
MARIESSA RAGAN		0	0.00%	32	22.54%	11	26.83%	43	23.37%
DON LEE		0	0.00%	13	9.15%	7	17.07%	20	10.87%
TRAVIS TAYLOR		1	100.00%	97	68.31%	23	56.10%	121	65.76%
Cast Votes:		1	100.00%	142	100.00%	41	100.00%	184	100.00%

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## ALVORD ISD FOR SCHOOL TRUSTEE, PLACE 7 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
4	4	100.00%	190	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
AARON MOORE		0	0.00%	89	60.54%	29	70.73%	118	62.43%
SHANE RASMUSSEN		1	100.00%	58	39.46%	12	29.27%	71	37.57%
Cast Votes:		1	100.00%	147	100.00%	41	100.00%	189	100.00%

## BOYD ISD SCHOOL TRUSTEE, PLACE 1 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	424	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
DEBORAH SPENCER		2	40.00%	74	29.60%	48	28.40%	124	29.25%
AARON LAMBERT		3	60.00%	176	70.40%	121	71.60%	300	70.75%
Cast Votes:		5	100.00%	250	100.00%	169	100.00%	424	100.00%

## BOYD ISD SCHOOL TRUSTEE, PLACE 2 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	424	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
KRISTA BARBER		3	100.00%	211	100.00%	146	100.00%	360	100.00%
Cast Votes:		3	100.00%	211	100.00%	146	100.00%	360	100.00%

## BOYD ISD SCHOOL TRUSTEE, PLACE 3 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	424	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
KYLE ERWIN		1	100.00%	208	100.00%	151	100.00%	360	100.00%
Cast Votes:		1	100.00%	208	100.00%	151	100.00%	360	100.00%

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## BRIDGEPORT ISD SCHOOL TRUSTEE, PLACE 6 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
12	12	100.00%	1,278	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
SCOTT HILER		8	100.00%	715	100.00%	298	100.00%	1,021	100.00%
Cast Votes:		8	100.00%	715	100.00%	298	100.00%	1,021	100.00%

## BRIDGEPORT ISD SCHOOL TRUSTEE, PLACE 7 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
12	12	100.00%	1,278	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
DAVID LAWSON		2	18.18%	384	49.42%	146	45.06%	532	47.84%
TERRY RYE		9	81.82%	393	50.58%	178	54.94%	580	52.16%
Cast Votes:		11	100.00%	777	100.00%	324	100.00%	1,112	100.00%

## BRIDGEPORT ISD PROPOSITION A - Vote For or Against

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
12	12	100.00%	1,278	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		7	63.64%	432	48.81%	114	30.24%	553	43.44%
AGAINST		4	36.36%	453	51.19%	263	69.76%	720	56.56%
Cast Votes:		11	100.00%	885	100.00%	377	100.00%	1,273	100.00%

## CHICO ISD SCHOOL TRUSTEE, PLACE 6 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	399	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
KELA MCQUIGG		0	0.00%	67	28.03%	34	24.29%	101	26.65%
UBALDO GARCIA		0	0.00%	103	43.10%	54	38.57%	157	41.42%
BARBARA KAY		0	0.00%	69	28.87%	52	37.14%	121	31.93%
Cast Votes:		0	0.00%	239	100.00%	140	100.00%	379	100.00%

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## CHICO ISD SCHOOL TRUSTEE, PLACE 7 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	399	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
CHRIS LANEY		0	0.00%	160	64.00%	71	48.97%	231	58.48%
CINDY BUCKNER BARKSDALE		0	0.00%	90	36.00%	74	51.03%	164	41.52%
Cast Votes:		0	0.00%	250	100.00%	145	100.00%	395	100.00%

## DECATUR ISD SCHOOL TRUSTEE, PLACE 3 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
17	17	100.00%	3,306	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
SANDRA SCHNEIDER		9	50.00%	929	57.95%	467	65.22%	1,405	60.12%
ROD ZUNIGA		9	50.00%	674	42.05%	249	34.78%	932	39.88%
Cast Votes:		18	100.00%	1,603	100.00%	716	100.00%	2,337	100.00%

## DECATUR ISD SCHOOL TRUSTEE, PLACE 4 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
17	17	100.00%	3,306	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
KRISTY CAMPBELL		8	44.44%	752	47.09%	255	35.97%	1,015	43.67%
JEREMY DEAN DUNCAN		8	44.44%	750	46.96%	409	57.69%	1,167	50.22%
NANCY DAVIS		2	11.11%	95	5.95%	45	6.35%	142	6.11%
Cast Votes:		18	100.00%	1,597	100.00%	709	100.00%	2,324	100.00%

## DECATUR ISD PROPOSITION A - Vote For or Against

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
17	17	100.00%	3,306	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		6	27.27%	562	31.90%	220	27.64%	788	30.54%
AGAINST		16	72.73%	1,200	68.10%	576	72.36%	1,792	69.46%
Cast Votes:		22	100.00%	1,762	100.00%	796	100.00%	2,580	100.00%

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Registered Voters  
7030 of 0 = 0.00%  
  
Precincts Reporting  
65 of 65 = 100.00%

## DECATUR ISD PROPOSITION B - Vote For or Against

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
17	17	100.00%	3,306	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		6	26.09%	812	46.16%	332	41.81%	1,150	44.64%
AGAINST		17	73.91%	947	53.84%	462	58.19%	1,426	55.36%
Cast Votes:		23	100.00%	1,759	100.00%	794	100.00%	2,576	100.00%

## KRUM ISD SCHOOL BOARD TRUSTEE - Vote for None, One, Two or Three

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	0	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
CODY CARTER		0	0.00%	0	0.00%	0	0.00%	0	0.00%
BROOKE FOUTS		0	0.00%	0	0.00%	0	0.00%	0	0.00%
TERRY KNIGHT		0	0.00%	0	0.00%	0	0.00%	0	0.00%
MICHAEL PAUL		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

## NORTHWEST ISD SCHOOL TRUSTEE, PLACE 5 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
10	10	100.00%	834	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
STEVE SPROWLS		3	60.00%	241	52.51%	134	46.53%	378	50.27%
JENNIFER STEPHENS		1	20.00%	175	38.13%	131	45.49%	307	40.82%
AMANDA J. SMITH		1	20.00%	43	9.37%	23	7.99%	67	8.91%
Cast Votes:		5	100.00%	459	100.00%	288	100.00%	752	100.00%

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# Unofficial Results

Registered Voters  
7030 of 0 = 0.00%  
  
Precincts Reporting  
65 of 65 = 100.00%

## NORTHWEST ISD SCHOOL TRUSTEE, PLACE 6 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
10	10	100.00%	834	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
JON PENDERGRASS		1	20.00%	214	47.35%	138	47.92%	353	47.38%
LILLIAN RAUCH		4	80.00%	238	52.65%	150	52.08%	392	52.62%
Cast Votes:		5	100.00%	452	100.00%	288	100.00%	745	100.00%

## NORTHWEST ISD SCHOOL TRUSTEE, PLACE 7 - Vote for None or One

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
10	10	100.00%	834	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
JENNIFER MURPHY		1	33.33%	274	60.62%	158	55.44%	433	58.51%
MICHELLE SLATER		2	66.67%	178	39.38%	127	44.56%	307	41.49%
Cast Votes:		3	100.00%	452	100.00%	285	100.00%	740	100.00%

## NORTHWEST ISD PROPOSITION A - Vote For or Against

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
10	10	100.00%	834	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	40.00%	231	46.02%	166	52.70%	399	48.54%
AGAINST		3	60.00%	271	53.98%	149	47.30%	423	51.46%
Cast Votes:		5	100.00%	502	100.00%	315	100.00%	822	100.00%

## NORTHWEST ISD PROPOSITION B - Vote For or Against

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
10	10	100.00%	834	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	40.00%	179	35.73%	122	38.49%	303	36.82%
AGAINST		3	60.00%	322	64.27%	195	61.51%	520	63.18%
Cast Votes:		5	100.00%	501	100.00%	317	100.00%	823	100.00%

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Registered Voters  
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65 of 65 = 100.00%

## NORTHWEST ISD PROPOSITION C - Vote For or Against

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
10	10	100.00%	834	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	40.00%	226	44.84%	155	49.36%	383	46.54%
AGAINST		3	60.00%	278	55.16%	159	50.64%	440	53.46%
Cast Votes:		5	100.00%	504	100.00%	314	100.00%	823	100.00%

## SLIDELL ISD PROPOSITION A - Vote For or Against

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	251	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	100.00%	89	73.55%	88	68.75%	179	71.31%
AGAINST		0	0.00%	32	26.45%	40	31.25%	72	28.69%
Cast Votes:		2	100.00%	121	100.00%	128	100.00%	251	100.00%

## SPRINGTOWN ISD PROPOSITION A - Vote For or Against

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	255	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		1	33.33%	69	43.95%	44	46.32%	114	44.71%
AGAINST		2	66.67%	88	56.05%	51	53.68%	141	55.29%
Cast Votes:		3	100.00%	157	100.00%	95	100.00%	255	100.00%

## ADOPTION OF A LOCAL SALES AND USE TAX - Vote For or Against

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
3	3	100.00%	93	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		5	100.00%	39	68.42%	25	80.65%	69	74.19%
AGAINST		0	0.00%	18	31.58%	6	19.35%	24	25.81%
Cast Votes:		5	100.00%	57	100.00%	31	100.00%	93	100.00%



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PROPOSITION A - Vote For or Against

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
5	5	100.00%	1,546	0	0.00%

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		11	73.33%	284	52.40%	81	36.49%	376	48.27%
AGAINST		4	26.67%	258	47.60%	141	63.51%	403	51.73%
Cast Votes:		15	100.00%	542	100.00%	222	100.00%	779	100.00%

\*\*\* End of report \*\*\*



**City of Rhome**  
**UNOFFICIAL RESULTS**  
**May 6, 2023 General Election**  
**Canvass -Wednesday, May 17, 2023**

**GENERAL ELECTION - Early Voting**

**Council Member Place 1**  
**(2 year term)**

	Mail	Early Voting	Election Day	TOTAL	
	Ballots	Results	Results	VOTES	
Jimmy Johnson	1	123	55	179	*

**Council Member Place 2**  
**(2 year term)**

	Mail	Early Voting	Election Day	TOTAL	
	Ballots	Results	Results	VOTES	
Michelle Tye		100	28	128	*
Billy Moore	1	75	40	115	

**Council Member Place 3**  
**(2 year term)**

	Mail	Early Voting	Election Day	TOTAL	
	Ballots	Results	Results	VOTES	
Randall Loftis	1	128	55	183	*

**Council Member Place 5**  
**(1 year term)**

	Mail	Early Voting	Election Day	TOTAL	
	Ballots	Results	Results	VOTES	
Deborah BeCraft		65	47	112	
Kasey Shumake	1	107	21	128	*

\* Unofficial Winner

	Mail	Early Voting	Election Day**	TOTAL**
Total number of ballots cast				251

The City of Rhome has approximately 1,001 registered voters.

Voter Turnout: 0.00%

**CITY OF RHOME, TEXAS  
ORDINANCE NO. 2023-03**

**AN ORDINANCE OF THE CITY OF RHOME, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD MAY 6, 2023 FOR THE PURPOSE OF ELECTING CITY COUNCIL PLACES 1, 2, 3 AND 5; PROVIDING FOR THE CONFIRMATION OF VOTE TABULATIONS; IDENTIFYING THE OFFICIALS ELECTED AND TERMS OF OFFICE; AUTHORIZING THE ISSUANCE OF CERTIFICATE OF GENERAL ELECTION; AUTHORIZING THE ISSUANCE OF THE CANVASS OF THE GENERAL ELECTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rhome, Texas is a Type A General Law Municipality located in Wise County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and,

**WHEREAS**, on February 23, 2023, the City Council of the City of Rhome, Texas (the “City”) passed and approved Ordinance No. 2023-01, ordering a General Election for the purpose of electing one (1) Council Member to Place No. 1 for a two (2) year term; one (1) Council Member to Place No. 2 for a two (2) year term; one (1) Council Member to Place No. 3 for a two (2) year term; and one (1) Council Member to Place No. 5 for a one (1) year term to the City of Rhome City Council, to be held on May 6, 2023; and,

**WHEREAS**, the official returns of the General Election, including the returns of absentee and early voting ballots in connection therewith, and as such returns are related to the election of one (1) Council Member to Place No. 1 for a two (2) year term; one (1) Council Member to Place No. 2 for a two (2) year term; one (1) Council Member to Place No. 3 for a two (2) year term; and one (1) Council Member to Place No. 5 for a one (1) year term to the City of Rhome City Council, have been presented to the City Council acting in its capacity as the Canvassing Board; and,

**WHEREAS**, the return of the General Elections, including the returns of absentee and early voting ballots, duly and legally made, showed that there were cast at the Election the following valid and legal votes: and,

<b>ELECTION</b>	<b>TOTAL BALLOTS CAST</b>
May 6, 2023 General Election	243

**WHEREAS**, the returns of the General Election, including the returns of the absentee and early voting ballots, duly and legally made, showed that each of the candidates for the office of Council Member Place No. 1, Council Member Place No. 2, Council Member Place No. 3 and Council Member Place No. 5, City Council received the following votes:

**CITY OF RHOME – COUNCIL MEMBER PLACE NO. 1  
FOR A TWO (2) YEAR TERM**

<b>NAME OF CANDIDATE</b>	<b>TOTAL NUMBER OF ABSENTEE VOTES RECEIVED</b>	<b>TOTAL NUMBER OF EARLY VOTING VOTES RECEIVED</b>	<b>TOTAL NUMBER OF VOTES RECEIVED ON ELECTION DAY</b>	<b>TOTAL NUMBER OF VOTES RECEIVED</b>
Jimmy Johnson	1	123	55	179

**CITY OF RHOME – COUNCIL MEMBER PLACE NO. 2  
FOR A TWO (2) YEAR TERM**

<b>NAME OF CANDIDATE</b>	<b>TOTAL NUMBER OF ABSENTEE VOTES RECEIVED</b>	<b>TOTAL NUMBER OF EARLY VOTING VOTES RECEIVED</b>	<b>TOTAL NUMBER OF VOTES RECEIVED ON ELECTION DAY</b>	<b>TOTAL NUMBER OF VOTES RECEIVED</b>
Michelle Tye	0	100	28	128
Billy Moore	1	74	40	115

**CITY OF RHOME – COUNCIL MEMBER PLACE NO. 3  
FOR A TWO (2) YEAR TERM**

<b>NAME OF CANDIDATE</b>	<b>TOTAL NUMBER OF ABSENTEE VOTES RECEIVED</b>	<b>TOTAL NUMBER OF EARLY VOTING VOTES RECEIVED</b>	<b>TOTAL NUMBER OF VOTES RECEIVED ON ELECTION DAY</b>	<b>TOTAL NUMBER OF VOTES RECEIVED</b>
Randall Loftis	1	127	55	183

**,CITY OF RHOME – COUNCIL MEMBER PLACE NO. 5  
FOR A ONE (1) YEAR TERM**

<b>NAME OF CANDIDATE</b>	<b>TOTAL NUMBER OF ABSENTEE VOTES RECEIVED</b>	<b>TOTAL NUMBER OF EARLY VOTING VOTES RECEIVED</b>	<b>TOTAL NUMBER OF VOTES RECEIVED ON ELECTION DAY</b>	<b>TOTAL NUMBER OF VOTES RECEIVED</b>
Deborah BeCraft	1	64	47	112
Kasey Shumake	0	107	21	128

**WHEREAS**, pursuant to the Texas Election Code the candidate, for election to each Place on the Council, who receives the highest number of all votes cast for all the candidates for such Place at the election, shall be declared elected.

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

**SECTION 1  
PUBLICATION AND POSTING**

The May 6, 2023 election was duly called; that notice of said election was given in accordance with the laws of the State of Texas; and that the canvass of the votes cast in said election and returns thereof were made in accordance with the State law.

**SECTION 2  
CONFIRMATION OF VOTE TABULATIONS**

The results of the General Election as related to the election of one (1) Council Member to Place No. 1 for a two (2) year term; one (1) Council Member to Place No. 2 for a two (2) year term; one (1) Council Member to Place No. 3 for a two (2) year term; and one (1) Council Member to Place No. 5 for a one (1) year term to the City of Rhome City Council, as canvassed and tabulated above, reflect the expressed desires of the resident, qualified voters of the City.

**SECTION 3  
ELECTED OFFICIALS; TERMS OF OFFICE**

In accordance with the canvass and tabulation of the results of the General Election, the duly elected Council Members elected on May 6, 2023, and the corresponding terms of office, subject to the taking of the oaths of office as required by State Law, are as follows:

OFFICE	TERM EXPIRES	NAME
Council Member Place No. 1	May 2025 Uniform Election Date	Jimmy Johnson
Council Member Place No. 2	May 2025 Uniform Election Date	Michelle Tye
Council Member Place No. 3	May 2025 Uniform Election Date	Randall Loftis
Council Member Place No. 5	May 2024 Uniform Election Date	Kasey Shumake

#### SECTION 4 ISSUANCE OF CERTIFICATES OF ELECTION

The Mayor, or her designee, is hereby authorized and directed to execute and deliver Certificates of Election to the successful candidates elected at the General Election, as specified in Section 2 hereof.

#### SECTION 5 ISSUANCE OF CANVASS OF GENERAL ELECTION

The Mayor is hereby authorized and directed to execute and deliver the Canvass of the General Election, copies of which are attached hereto as Exhibit “A,” in accordance with the election laws of the State of Texas, and to take all other action necessary in connection therewith.

#### SECTION 6 EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage and it is so ordained.

**PASSED AND APPROVED** by the City Council of the City of Rhome, Texas, this the 17<sup>th</sup> day of May 2023.

\_\_\_\_\_  
Patricia Mitchell,  
Mayor

[SEAL]

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Shaina Odom,  
City Secretary

\_\_\_\_\_  
Carvan E. Adkins,  
City Attorney

**EXHIBIT A**

**CITY OF RHOME, TEXAS  
CANVASS OF GENERAL ELECTION**

I, the undersigned Mayor of the City of Rhome, Texas, and Presiding Officer of the Canvassing Authority of the City, met on the 17<sup>th</sup> of May, 2023 with the City Council of the City, sitting as the Canvassing Board to canvass the returns of the General Election held on May 6, 2023, as such returns related to the election of one (1) Council Member to Place No. 1 for a two (2) year term; one (1) Council Member to Place No. 2 for a two (2) year term; one (1) Council Member to Place No. 3 for a two (2) year term; and one (1) Council Member to Place No. 5 for a one (1) year term to the City of Rhome City Council.

**I DO HEREBY CERTIFY** that the figures on the tally sheets hereto attached as Exhibit “A-1” correspond with the figures on the returns.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Rhome, Texas to be affixed hereto, this the 17<sup>th</sup> day of May 2023.

---

Mayor and Presiding Officer of the Canvassing Authority  
Rhome, Texas

[Seal]

**EXHIBIT A-1****CITY OF RHOME, TEXAS  
CANVASS OF GENERAL ELECTION TALLY SHEETS****Council Member Place 1  
(2-year term)**

	Mail Ballots	Early Voting Results	Election Day Results	TOTAL VOTES
Jimmy Johnson	1	123	55	179

**Council Member Place 2  
(2-year term)**

	Mail Ballots	Early Voting Results	Election Day Results	TOTAL VOTES
Michelle Tye		100	28	128
Billy Moore	1	74	40	115

**Council Member Place 3  
(2-year term)**

	Mail Ballots	Early Voting Results	Election Day Results	TOTAL VOTES
Randall Loftis	1	127	55	183

**Council Member Place 5  
(1 year term)**

	Mail Ballots	Early Voting Results	Election Day Results	TOTAL VOTES
Deborah BeCraft	1	64	47	112
Kasey Shumake		107	21	128





In the name and by the authority of

# The State of Texas

THIS IS TO CERTIFY that at a General Election held on

Saturday, May 6, 2023

**Jimmy Johnson**

was duly elected

**Council Member – Place 1**

In testimony whereof, I have hereunto signed my name and caused the Seal of Office to be affixed at the City of Rhome, City Council Meeting, this the 17th day of May 2023.

---

Patricia Mitchell, Mayor  
City of Rhome, Texas



In the name and by the authority of

# The State of Texas

THIS IS TO CERTIFY that at a General Election held on

Saturday, May 6, 2023

**Randall Loftis**

was duly elected

**Council Member – Place 3**

In testimony whereof, I have hereunto signed my name and caused the Seal of Office to be affixed at the City of Rhome, City Council Meeting, this the 17th day of May 2023.

---

Patricia Mitchell, Mayor  
City of Rhome, Texas



In the name and by the authority of

# The State of Texas

THIS IS TO CERTIFY that at a General Election held on

Saturday, May 6, 2023

**Kasey Shumake**

was duly elected

**Council Member – Place 5**

In testimony whereof, I have hereunto signed my name and caused the Seal of Office to be affixed at the City of Rhome, City Council Meeting, this the 17th day of May 2023.

---

Patricia Mitchell, Mayor  
City of Rhome, Texas



In the name and by the authority of

# The State of Texas

THIS IS TO CERTIFY that at a General Election held on

Saturday, May 6, 2023

**Michelle Tye**

was duly elected

**Council Member – Place 2**

In testimony whereof, I have hereunto signed my name and caused the Seal of Office to be affixed at the City of Rhome, City Council Meeting, this the 17th day of May 2023.

---

Patricia Mitchell, Mayor  
City of Rhome, Texas



## OATH OF OFFICE

---

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, **Jimmy Johnson**, do solemnly swear (or affirm), that I will faithfully execute the duties of the **Office of Council Member - Place 1**, City of Rhome of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

---

Signature of Officer

---

---

### Certification of Person Authorized to Administer Oath

State of Texas

County of Wise

Sworn to and subscribed before me on this 17th of May 2023.

---

Signature of Notary Public or

Signature of Other Person Authorized to Administer An Oath

---

Shaina Odom, City Secretary

Printed or Typed Name



## OATH OF OFFICE

---

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, **Randall Loftis**, do solemnly swear (or affirm), that I will faithfully execute the duties of the **Office of Council Member - Place 3**, City of Rhome of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

---

Signature of Officer

---

---

### Certification of Person Authorized to Administer Oath

State of Texas

County of Wise

Sworn to and subscribed before me on this 17th of May 2023.

---

Signature of Notary Public or

Signature of Other Person Authorized to Administer An Oath

---

Shaina Odom, City Secretary

Printed or Typed Name



## OATH OF OFFICE

---

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Kasey Shumake, do solemnly swear (or affirm), that I will faithfully execute the duties of the **Office of Council Member - Place 5**, City of Rhome of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

---

Signature of Officer

---

---

### Certification of Person Authorized to Administer Oath

State of Texas

County of Wise

Sworn to and subscribed before me on this 17th of May 2023.

---

Signature of Notary Public or

Signature of Other Person Authorized to Administer An Oath

---

Shaina Odom, City Secretary

Printed or Typed Name



## OATH OF OFFICE

---

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, **Michelle Tye**, do solemnly swear (or affirm), that I will faithfully execute the duties of the **Office of Council Member - Place 2**, City of Rhome of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

---

Signature of Officer

---

---

### Certification of Person Authorized to Administer Oath

State of Texas

County of Wise

Sworn to and subscribed before me on this 17th of May 2023.

---

Signature of Notary Public or

Signature of Other Person Authorized to Administer An Oath

---

Shaina Odom, City Secretary

Printed or Typed Name













Agenda Commentary  
Meeting Date: May 17, 2023

Department: Administration  
Contact: Amanda DeGan, City Administrator  
Agenda Item: Mayor Pro Tem

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

Summary:

- The Council elects a Mayor Pro Tem each year as required by Section 22.037 of the Local Government Code.

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

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

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

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

History / Details / Recommendation:

The statute states:

Sec. 22.037. MAYOR AS PRESIDING OFFICER; PRESIDENT PRO TEMPORE.

(a) The mayor shall preside at all meetings of the governing body of the municipality and, except in elections, may vote only if there is a tie.

**(b) At each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year.**

(c) If the mayor fails, is unable, or refuses to act, the president pro tempore shall perform the mayor's duties and is entitled to receive the fees and compensation prescribed for the mayor.

(d) If the mayor and the president pro tempore are absent, any alderman may be appointed to preside at the meeting.

At this meeting, the Council should consider nominating and appointing someone to fill this position, in place of Mayor Pro Tem McCabe, as this is the new governing body's first meeting after the election.

*PROCLAMATION OF RECOGNITION  
FROM THE CITY OF RHOME*

National Police Week

May 14 - 20, 2023

To recognize National Police Week 2023 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Rhome;

WHEREAS, since the first recorded death in 1786, there are currently 23,785 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

WHEREAS, 556 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 224 officers killed in 2022 and 332 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 35<sup>th</sup> Candlelight Vigil, on the evening of May 13, 2023;

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be *observed* this year May 14-20;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that City of Rhome will observe May 14-20, 2023, as National Police Week in Rhome, Texas, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.



---

*Patricia Mitchell, Mayor*

***PROCLAMATION OF RECOGNITION***  
**FROM THE CITY OF RHOME**  
**NATIONAL PUBLIC WORKS WEEK**  
**MAY 21 – 27, 2023**

**WHEREAS**, public works services provided in our community are an integral part of our citizen's everyday lives; and

**WHEREAS**, the support of an understanding and informed public is vital to the efficient operation of public works systems and programs including water, sewer, streets, public buildings, wastewater disposal, code enforcement and engineering to provide these essential services to our citizens; and

**WHEREAS**, the health, safety and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works officials; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding the importance of the work they perform.

**NOW, THEREFORE**, I, Patricia Mitchell, Mayor of the City of Rhome, do hereby proclaim the week of May 21-27, 2023, as

**Public Works Week**  
**“Building for Today, Planning for Tomorrow”**

in the City of Rhome, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Rhome to be affixed this 17<sup>th</sup> day of May, 2023.

---

**Patricia Mitchell, Mayor**



**Agenda Commentary**  
**Meeting Date: May 17, 2023**

Department: Administration

Contact: Amanda DeGan, City Administrator

**Agenda Item: QuikTrip and Wall Behind Public Works/Fire Facility**

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

**Summary:**

- During a recent visit to the site, the City Administrator discussed a section of the 'old rock wall' that runs behind the old school site building with the project manager of QuikTrip.
- In the original economic development agreement, QuikTrip agreed to salvage the rock that had been used to create a boundary around the property so that the City could use it in a subsequent building project.
- Staff will be seeking Council direction on the wall repair.

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

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

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

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

**History / Details / Recommendation:**

During the site visit, the City Administrator discussed two damaged sections that were knocked out of place by the dirt moving equipment for QuikTrip (QT). Mr. Honeywell (QT Project Manager) has proposed two options to address the issue and the recommendation is Option 1.

Proposed: QT would salvage the stones of the wall (like they did for the section that was previously constructed toward BC Rhome) and they would replace the entire length of the wall with an approximately three (3) foot high wall that matches the current design of the QT and Taco Casa. This would allow the area to look uniform from the service road and will allow for mobilization and project completion while QT is being built. They will also install a black vinyl coated chain link fence in order to maintain line of site from our property. QT will be paying for the repairs.

QT will try to have a rendering that Council could view at the meeting.



**From:** [Honeywell, Craig](#)  
**To:** [City Administrator](#)  
**Cc:** [Darrell Fitch](#)  
**Subject:** RE: [External] Re: Wall replacement/repair  
**Date:** Tuesday, May 9, 2023 8:36:52 AM  
**Attachments:** [image001.png](#)

---

Let me know if you would like me to be at the Council hearing or need anything else. Getting you the options took a bit longer than expected but I wasn't sure how you would take the replacement so I was taking the time to make sure I didn't miss another option.

Thank you,

Craig



**Craig Honeywell | Real Estate Project Manager**

[craig.honeywell@quiktrip.com](mailto:craig.honeywell@quiktrip.com)

Office (945) 455-6426

Cell (816) 929-0173

8700 Freeport Parkway Suite 115

Irving TX 75063

---

**From:** City Administrator <cityadministrator@cityofrhome.com>

**Sent:** Tuesday, May 9, 2023 8:33 AM

**To:** Honeywell, Craig <choneywe@quiktrip.com>

**Cc:** Darrell Fitch <firechief@rhomefirerescue.com>

**Subject:** [External] Re: Wall replacement/repair

<b>[WARNING]: External Email</b>
----------------------------------

Good Morning Craig,

I will put this on the agenda for next week and discuss it with Council. I will recommend Option 1 as I believe it would be best for everyone. Thank you for the offer to help rebuild it and I appreciate the quick response.

Thank you,

Amanda

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**From:** Honeywell, Craig <[choneywe@quiktrip.com](mailto:choneywe@quiktrip.com)>

**Sent:** Thursday, May 4, 2023 9:22 AM

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

**Cc:** Darrell Fitch <[firechief@rhomefirerescue.com](mailto:firechief@rhomefirerescue.com)>

**Subject:** Wall replacement/repair

Amanda,

After talking everything over on sight and following up with construction and the wall guys I have limited options that really work for us. The front runner option at this point is probably the largest scope but we feel it is the right thing to do and can cover it, but it may not be your favorite option.

Option 1: Salvage the rock as we did the wall on our property then replace the entire length of the wall with a ~3' wall that matches the design of our wall and the wall on Taco Casa's property. We may need to use smaller rock due to the size, but the style would at least match the surrounding properties. We would also be able to go back in with fencing on the back property line of the fire station if you all would like, our preference would be to install the vinyl coated chain link we typically use so that the sight lines are not obstructed from the fire station.

Option 2: Replace the worn sections of the wall. The primary issue here is that as we go to repair it is very likely the scope will increase as the wall could crumble in the areas we try to start and stop the repairs. The aesthetics are also a large concern here as we will not be able to source rock that has the same patina as the existing wall so it would look like a patch job from both the cement between the rocks and the rocks themselves. The GC and the wall contractors are pushing back on this option as they both say it will be hard to pull off in general and won't look right. There are also concerns that the areas that are still standing may show signs of crumbling in the years to come. Having build and reconstructed several block retaining walls back in I was in construction, I will say that once you go to repair the wall it does usually end up with the wall being entirely taken down and reconstructed.

I hope you can see that we are not looking at this from a place of what saves QT the most money but are trying to look at addressing this by doing the right thing and what will be the best long-term option. If it helps I can try and get some renderings of what the finished project would look like, as I think a brand new wall will look really good.

Thank you,

Craig



**Craig Honeywell | Real Estate Project Manager**

[craig.honeywell@quiktrip.com](mailto:craig.honeywell@quiktrip.com)

Office (945) 455-6426

Cell (816) 929-0173

8700 Freeport Parkway Suite 115

Irving TX 75063



**Agenda Commentary**  
**Meeting Date: May 17, 2023**

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Department: Administration

Contact: Amanda DeGan, City Administrator

**Agenda Item: Public Safety Event and Flag Poles at Old City Hall**

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

---

**Summary:**

- Staff have spoken to a new business owner in Rhome who would like to host an event and has also asked about, providing flags for and helping with, the operations at the Old City Hall location.
- Staff will discuss the matter and seek feedback from Council.

---

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

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

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

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

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**History / Details / Recommendation:**



**Agenda Commentary**  
**Meeting Date: May 17, 2023**

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Department: Administration

Contact: Amanda DeGan, City Administrator

**Agenda Item: Council Volunteer to Review Monthly Bank Reconciliations**

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

---

**Summary:**

- Staff are seeking a new Council volunteer to come to City Hall each month and review the bank reconciliations for the municipality.
- The volunteer would come in after the staff completes the initial reconciliation and provide a second step of checks and balances for the city's finances.
- Mr. Priest has handled this for us in the past and she is stepping down from Council.

---

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

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

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

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

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**History / Details / Recommendation:**



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

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

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# EXECUTIVE SESSION



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