



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**

**Place 1**  
Jimmy Johnson

**Mayor Pro-Tem,**  
**Place 2**  
Michelle Tye

**Place 3**  
Randall Loftis

**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**  
Vacant

## NOTICE OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, May 25, 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: 157-135-837

### By Phone

Call 1 (646) 749-3129

Access Code: 157-135-837

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 June 8, 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 May 17, 2023 **(City Secretary)**
2. Renewal of Contract with Rise Broadband **(City Administrator)**
3. Approval of Mitigation Rates for 2023 **(Fire Chief Estes)**

## **Regular Agenda**

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

1. Ordinance 2023-02 Updating Staff Roles and Responsibilities **(Mayor)**
2. Wise County Sherriff Dispatch Fee and Commissioner's Court Meeting Update **(City Administrator)**
3. Confirmation of Public Works Director **(City Administrator)**
4. Oncor Transmission Lines Update **(City Administrator)**
5. Texas Utility Payment Help **(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.
  - Walnut Creek Special Utility District
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 22, 2023.

  
Shaina Odom, City Secretary

I certify that the attached notice and agenda of items to be considered by the Rhome City Council was removed by me from the designated bulletin board located at City Hall, 501 South Main Street, Rhome, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2023.

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



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

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# CONSENT AGENDA



Physical Address: 501 South Main Street

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**Mayor**  
Patricia Mitchell

**City Council**

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

**Place 2**  
Michelle Tye

**Place 3**  
Elaine Priest

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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**

## MINUTES OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Wednesday, May 17, 2023

Regular Session: 6 p.m.

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

Mayor Mitchell called the meeting to order at 6pm

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

Invocation – Pastor Heath Van Zandt

Pastor Heath Van Zandt led the Invocation.

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

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

### **Public Comments**

1. *The Council is not permitted to take action on or discuss any comments made to the Council at this time concerning an item not listed on the agenda. However, a Council Member or Mayor may make a statement of fact regarding the item, make a statement concerning the policy regarding the item and/or may propose that the item be placed on a future agenda or direct the City Administrator to contact the individual to address. If you are attending the meeting via Live Streaming, and you would like to make a Public Comment, you must email the City Secretary at [citysecretary@cityofrhome.com](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.*
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- Ashley Majors
- Deborah BeCraft

## **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)**

City Administrator DeGan asked that item #2 be tabled until the next meeting for city attorney review.

Council Member Tye then made a motion to approve the consent agenda. Council Member Shumake seconded the motion. Motion passed unanimously.

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

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

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

## **Regular Agenda**

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

Mayor Mitchell requested to reorganize the agenda, moving the Canvassing and Swearing in, agenda item 8 and 9, to the top of the order of business. Council Member Tye made a motion to keep the agenda in the order presented. Council Member Shumake seconded the motion. Motion passed unanimously. The agenda stayed in the order presented originally at the direction of the City Council.

### **Old Business:**

1. Ordinance 2023-02 Updating Staff Roles and Responsibilities **(City Administrator)**

Discussed at the April 20, 2023 City Council Meeting, and brought back with all changes updated in the presented Ordinance 2023-02, Council Member Tye made a motion to approve the changes to the Ordinance. Council Member King seconded the motion. Motion passed unanimously.

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

Discussed at the April 20, 2023 City Council Meeting, and brought back with all changes updated in the presented Personnel Handbook, Council Member Tye made a motion to approve the changes to the handbook. Council Member Shumake seconded the motion. Motion passed unanimously.

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

City Administrator DeGan, presented an update on the Wise County Sheriff's Office (WCSO) Dispatch Fee. She stated that the effective date for WCSO fee would start on October 1, 2024. The presentation Chief Akin brought forward should be updated to reflect the Call for Service number accurately. There are still seven (7) out of sixteen (16) dispatch positions available at WCSO. The next discussion would take place at the County Commissioner's Court on Monday, May 22, 2023 at 9:00 a.m. Administrator DeGan would provide an update to the Council at a subsequent meeting. No action was taken.

4. City Audit for Fiscal Year 2022 Progress **(City Administrator)**

City Administrator, DeGan stated she has been working on getting VPN access set up for the Certified Public Accountant, and the Auditor to be able to access the system remotely. This will help the city save money on travel to and from the office. VPN access has been successfully completed as of May 16, 2023. She has a target goal to bring back the Audit by the end of July. No action was taken.

5. Citizen Survey Update **(City Administrator)**

City Administrator, DeGan, said she has received approximately 30 Citizen Surveys back as of May 17, 2023. She will continue with outreach, Facebook and City Website, to receive as many back as possible by the deadline, May 31, 2023.

6. Outgoing Remarks by Council Members **(City Administrator)**

Outgoing Council Members Josh McCabe, and Elaine Priest gave their last speeches as Rhome City Council Members.

7. Proclamations for Council Member Priest and Mayor Pro Tem McCabe **(City Administrator)**

City Administrator DeGan, read the proclamations for outgoing Council Members Elaine Priest and Josh McCabe.

**Canvassing and Swearing In:**

8. Canvass the Election Results from May 6, 2023, Election **(City Administrator)**

City Secretary, Odom, read the Official Returns from Wise County Elections Office.

**Jimmy Johnson – Place 1 – 179 Votes**

**Michelle Tye – Place 2 – 128 Votes**

Billy Moore – Place 2 – 115 Votes

**Randall Loftis – Place 3 – 183 Votes**

Deborah BeCraft – Place 5 – 112 Votes

**Kasey Shumake – Place 5 – 128 Votes**

Council Member Tye made a motion to approve the Official Returns. Council Member Shumake seconded the motion. Motion passed unanimously.

McCabe – Aye

Tye – Aye

Priest – Aye

King – Aye

Shumake – Aye

9. Certificates of Election, Statements of Office and Oaths of Office for Elected Council Members **(City Administrator)**

City Secretary, Odom, Swore in the Officers individually. Place 1, Jimmy Johnson. Place 2, Michelle Tye. Place 3, Randall Loftis. Place 5, Kasey Shumake.

**New Business:**

10. Selection of a Mayor Pro Tem for a One-year Term and Updating Authorized Signatures for Bank Accounts **(City Administrator)**

Council Member Shumake selected Council Member Tye to be the Mayor Pro-Tem for a one-year term. Council Member King seconded the motion. Motion passed unanimously.

11. National Police Week Proclamation **(Mayor)**

City Administrator, DeGan, was directed by Mayor Mitchell to read the proclamation.

12. National Public Works Week Proclamation **(Mayor)**

City Administrator, DeGan, was directed by Mayor Mitchell to read the proclamation.

13. QuikTrip and the Wall Behind Public Works/Fire Dept. **(City Administrator)**

During the construction of the initial phase of QuikTrip, the brick wall separating the Public Works/Fire Department and the QuikTrip property was damaged, approximately six (6) feet, in two (2) locations along the wall. Craig Honeywell, the Developer, has offered to repair the wall or construct a new wall that would match what has been built at QT and Taco Casa. If repaired, it would look different from the existing wall. If replaced, the current rock wall could be salvaged for a future project, it would all match, and QuikTrip would pay for the full repair. All Council Members agreed to salvage and replace the wall.

14. Public Safety Event and Use of Flag Poles at Old City Hall **(City Administrator)**

Mr. Robert Heinsohn would like to be able to fly American and Texas flags on the flagpole located at the closed down City Hall (105 First Street). He would also like to be able to host a Public Safety event at the Community Center for the First Responders in Rhome. The council agreed to allow him to fly flags at the old City Hall location at 105 First Street. He will bring back plans for the Public Safety Event.

15. Council Member Volunteer to Review Monthly Bank Reconciliation **(City Administrator)**

Council Member King moves for Kasey Shumake to conduct the Monthly Bank Reconciliation at City Hall. Council Member Tye seconded the motion. Motion passed unanimously.



### **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.

No executive session was held.

### **Future Agenda Items**

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

### **Adjourn**

Council Member Tye made a motion to adjourn the meeting at 7:31. Council member Johnson seconded the motion. Motion passed unanimously. Adjourned at 7:31 pm.

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Patricia Mitchell,

Mayor

ATTEST:

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Shaina Odom  
City Secretary



**Agenda Commentary**  
**Meeting Date: May 25, 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

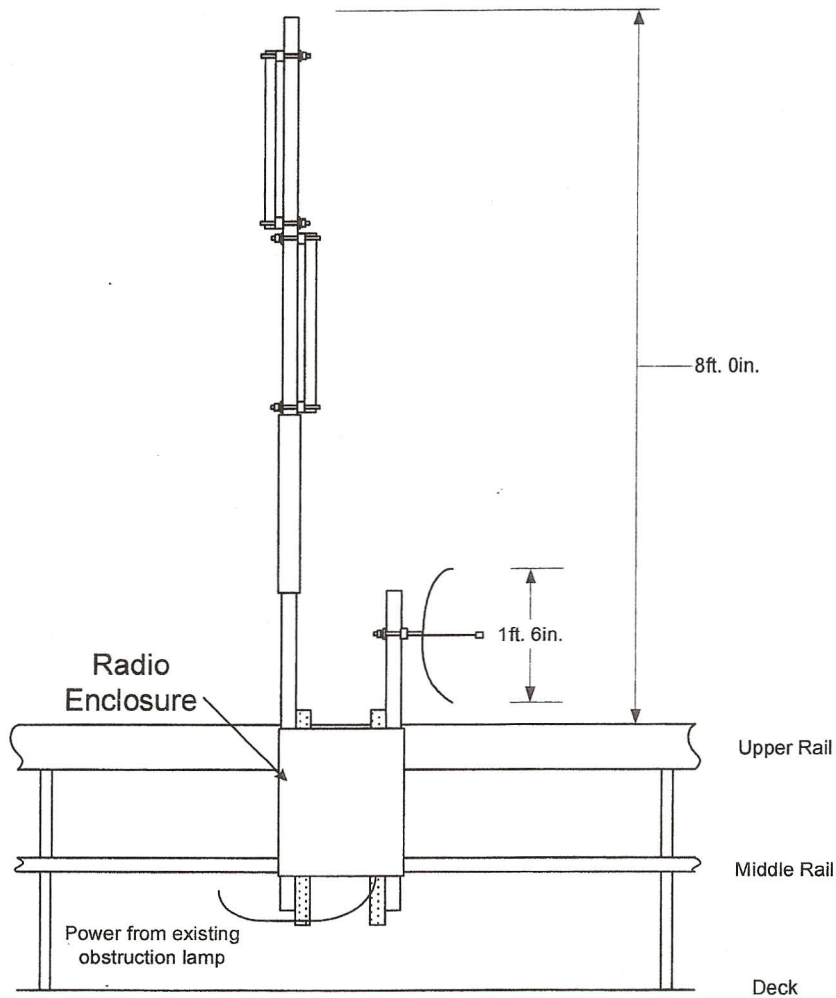
By: Victor Grijalva

Name: Victor Grijalva

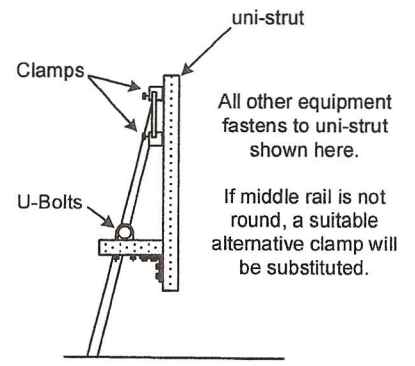
Title: CEO



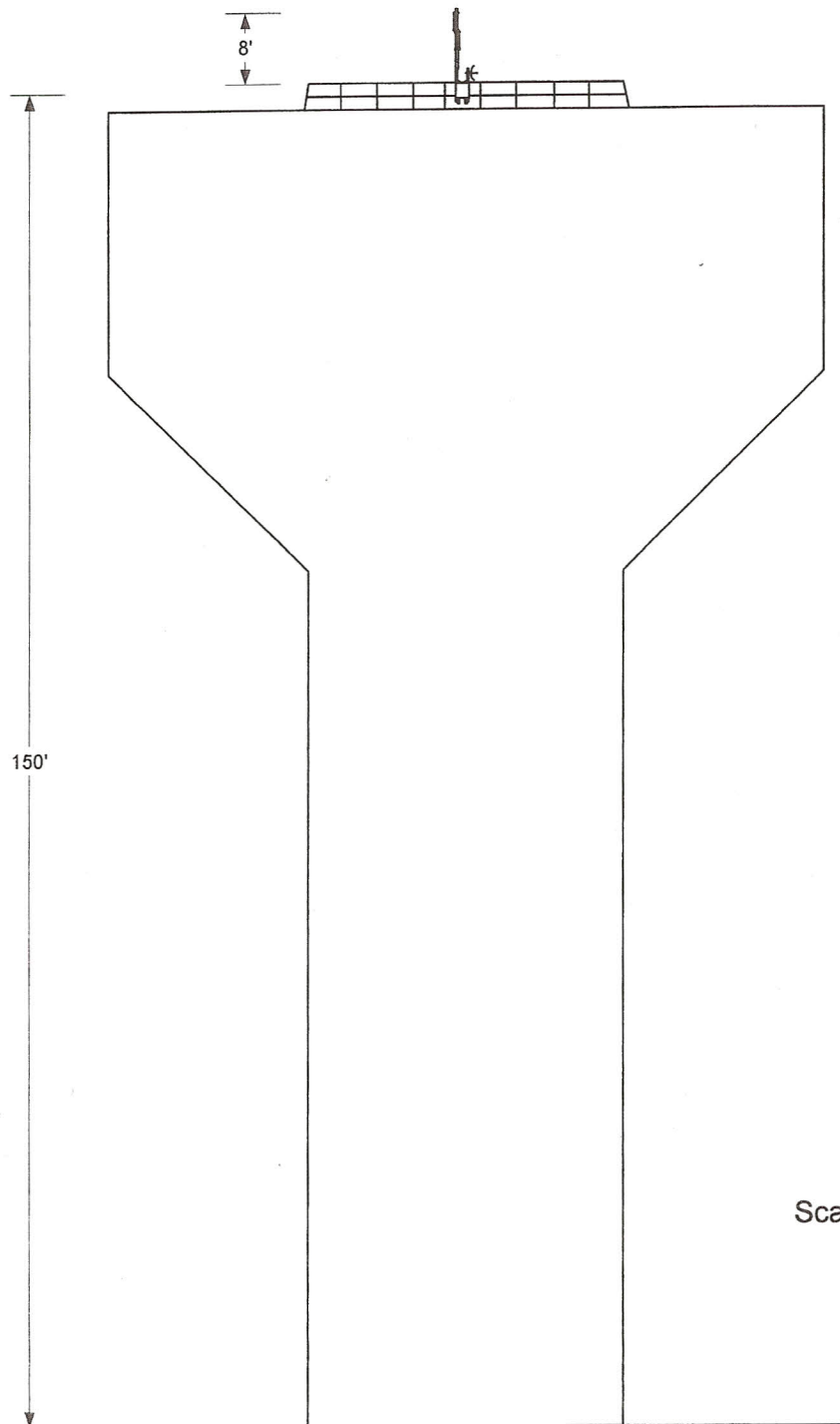
**EXHIBIT I**  
**Antenna Structure Diagram**



Equipment Detail  
Front View



Mounting Detail  
Side View



Scale Relative to 150'  
Water Tower



**Agenda Commentary**  
**Meeting Date: May 25, 2023**

Department: Administration

Contact: Amanda DeGan, City Administrator

**Agenda Item: Fee Update for Mitigation Services for Fire Response**

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

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**Summary:**

- A fee update for the Cost Recovery USA incident response contract on behalf of the Rhome Fire Dept.

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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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**Details / Recommendation:**

Rhome Fire department has been using Fire Recovery USA since April of 2016 to assist the department in billing and collecting on fees owed by insurance companies for accidents that occur in the city limits.

During that time the costs for providing fire emergency service calls have risen but there haven't been any adjustments instituted for the increases in order to keep pace with costs. Due to the rising cost of fuel, upkeep, cost of personnel and equipment used at scenes we are asking to increase the rates they charge the insurance companies.

Staff have also spoken with the company and confirmed that residents of Rhome will not be charged by Cost Recovery USA for related services that occur within the city limits.

**EXHIBIT A**  
**MITIGATION RATES**  
**BASED ON PER HOUR**

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

**MOTOR VEHICLE INCIDENTS**

**Level 1 - \$584.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

**Level 2 - \$667.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**Level 3 – CAR FIRE - \$813.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**ADD-ON SERVICES:**

**Extrication - \$1,757.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

**Creating a Landing Zone - \$537.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

## **HAZMAT**

### **Level 1 - \$943.00**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

### **Level 2 - \$3,369.00**

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### **Level 3 – \$7,953.00**

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$381.00 per HAZMAT team.**

## **FIRES**

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

### **Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

**OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

## **ILLEGAL FIRES**

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or

persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

### **Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

**Billed at \$538 plus \$66 per hour, per rescue person.**

### **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,077 plus \$66 per hour, per rescue person.**

### **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,665 plus \$66 per hour per rescue person, plus \$134 per hour per HAZMAT team member.**

### **Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

## **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$538 plus \$66 per hour, per rescue person. Additional rates of \$538 per hour per response vehicle and \$66 per hour per rescue person.**

#### **CHIEF RESPONSE**

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$337 per hour.**

#### **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

##### **ADDITIONAL TIME ON-SCENE (for all levels of service)**

Engine billed at \$538 per hour.

Truck billed at \$673 per hour.

Miscellaneous equipment billed at \$404.

#### **MITIGATION RATE NOTES**

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.





Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

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

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

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# AGENDA ITEM 1



**Agenda Commentary**  
**Meeting Date: May 25, 2023**

Department: Administration  
Contact: Amanda DeGan, City Administrator  
**Agenda Item: Ordinance Update – 2023-02**

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 commentary section of this agenda memo has been updated to hopefully make it easier to read and clearly identify the sections that need to be changed.
- **Yellow = Remove** : **Green = Replace** : **Red = Additional Explanation for 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:**

**May 25, 2023 Meeting Information:** This item was reviewed and presented to Council on April 20, 2023 where the City Administrator was given direction to proceed with the changes and bring the ordinance draft back for approval at the next meeting. On May 17, 2023, this item was listed on the consent agenda for approval and was removed by Mayor Mitchell for discussion. At that meeting, the Council considered and approved the ordinance under the 'old business' section prior to canvassing the vote and swearing in the incoming Council group. After the meeting, Mayor Mitchell notified staff that she would not sign the ordinance pursuant to the Local Government Code 52.03 and portions of the City of Rhome Ordinances shown below:

**APPROVAL BY MAYOR AND RELATED CONDITIONS FOR ORDINANCE TO TAKE EFFECT.**

(a) Before an ordinance or resolution adopted by the governing body of the municipality may take effect, the ordinance or resolution must be placed in the office of the secretary of the municipality. The mayor shall sign the ordinances and resolutions that the mayor approves.

(b) If the mayor does not sign an ordinance or resolution before the fourth day after the date it is placed in the secretary's office and does not return the ordinance or resolution under Subsection (c), the ordinance or resolution takes effect as provided by law.

(c) If the mayor returns an ordinance or resolution to the governing body with a statement of objections before the fourth day after the date the ordinance or resolution is placed in the secretary's office, the governing body shall, on the return, reconsider the vote by which the ordinance or resolution was adopted. If a majority of the total number of members of the governing body, excluding the mayor, approve the ordinance or resolution on reconsideration and enter the votes in the journal of the governing body's proceedings, the ordinance or resolution may take effect.

#### **Rhome Municipal Code Sec 1.04.006 Veto Power Of Mayor**

- a. Every ordinance or resolution passed by the city council must be filed with the city secretary. The mayor may either sign or refuse to sign the ordinance or resolution.
- b. If the mayor does not sign the ordinance or resolution, his objections must be set forth in writing and submitted to the city secretary within three (3) days of the time the ordinance or resolution was filed. If the mayor's statement of objections is not filed within three (3) days, the ordinance or resolution goes into effect without his signature.
- c. If the mayor timely files a statement of objections to the ordinance or resolution, the city council shall reconsider the vote by which the ordinance or resolution was adopted. If a majority of the total number of councilmembers approves the ordinance or resolution on reconsideration, with the vote of each councilmember entered in the minutes of the meeting at which the vote was taken, the ordinance or resolution shall take effect.

**May 17, 2023 Meeting Information:** HISTORY - 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.

**April 20, 2023 Meeting Information:** 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 – Additional Information Added for May 25, 2023 Meeting***

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)

This change in ordinance language is consistent with current administrative processes as well as Ordinance 2022-05 and 2022-20 from the current Rhome Municipal Code. The City Administrator works for and serves at the pleasure of the governing body (all six (6) council members). Similar wording was found in an Ordinance passed in 2001 (Ordinance 2001-07) creating the position known as the City Administrator. The position was selected and appointed by City Council and served the governing body.

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)

This wording is taken from the Local Government Code section 22.042 where the mayor is given the responsibility to inspect the conduct of each **municipal officer** of the organization. The inspection is relative to negligence, carelessness, or other violation of duty to be prosecuted and punished (excerpted from the LGC 22.042 statute). The wording is update to reflect the current process and procedures as well as Ordinance 2022-05 and the employment agreement for the City Administrator that were outlined by Council as a condition of the position. The Rhome Municipal Code, which identifies the officers of the city, is shown below:

#### **Rhome Municipal Code Sec 1.06.001 Designated**

Notwithstanding any provisions otherwise in this code, the officer of the city, under the provisions of the Local Government Code relating to officers of the city, shall include:

- a. City secretary;
- b. City attorney; and
- c. City administrator (when such is provided by the city council).

All such officers shall serve as provided for by state law and, subject to such, shall serve under the terms and conditions established by the governing body of the city.

### **CHAPTER 9 = PERSONNEL**

#### **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~~ **administrator**. 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. 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)

This section is relative to **department heads only** and should also be updated in order to be consistent with current administrative processes as well as Ordinance 2022-05 and 2022-20 from the current Rhome Municipal Code. Department Head positions are hired, evaluated and disciplined by the person serving as the City Administrator who is responsible for overseeing the day-to-day operations of the organization.

#### 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)

An update here would clarify that this department head position reports to the City Administrator position and is also hired, evaluated, and disciplined by the person serving as the City Administrator.

The ordinances shown below were updated in 2022 to clearly indicate the roles/responsibilities of the administrative oversight of the city administrator position. Those same roles were outlined in detail in the job description and the employment agreement of the current administrator. In the past, the employment agreements have indicated that the city administrator position is the 'chief administrative officer' of the organization which also indicates the expectations of Council for the person filling this role over the past several years.

#### ***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 2022-05, 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)

The City Administrator would recommend that Council add the above green section to clearly explain that the Council has and does enter into employment agreements for the position of City Administrator and said contract has additional information that should be reviewed.

The ordinance that was drafted, 2023-02 reflects these changes according to the style and format of previous ordinance updates.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RHOME, TEXAS, AMENDING SECTIONS 1.06.031, 1.06.032, 1.06.002, AND 9.01.004 OF THE CODE OF ORDINANCES, CITY OF RHOME, TEXAS TO BE IN LINE WITH THE NEEDS OF THE CITY; 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 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**, the City Council has previously approved ordinances pertaining to City personnel; and now has a need to amend these previously passed ordinances; 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 of the Code of Ordinances as described herein.

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

**SECTION 1.**

Section 1.05.031 “Position Created; Appointment and Removal” of Article 1.06 “City Officers” of Division 2, “City Administrator” is hereby amended to provide as follows:

**“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 2.**

Section 1.06.032 “Powers and Duties Generally” of Article 1.06, “City Officers” of Division 2, “City Administrator” 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 3.

Subsection (c) of Section 1.06.002 “Terms; Removal” under Division 1, “Generally” of Section 1.06 “City Officers” is hereby amended to provide as follows:

**“Sec. 1.06.002(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 4.

Section 9.01.004 “Department Heads - Terms; Removal” of Article 9.01, “General Provisions” of Chapter 9 “Personnel” is hereby amended to provide as follows:

**“Section 9.01.004. Department Heads.**

- (a) Appointment. Department heads as designated in section 9.01.003 shall be appointed to office by the City Administrator.
- (b) Removal by city administrator. 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 9.02.031 “Department Heads – Chief of Police.

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.

### SECTION 5.

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 6.

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 7.

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 8.

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 17th day of May 2023.

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Patricia Mitchell,  
Mayor

[SEAL]

ATTEST:

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Shaina Odom  
City Secretary

APPROVED TO AS FORM:

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Carvan E. Adkins,  
City Attorney

## Shaina Odom

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**From:** Rhome Mayor  
**Sent:** Friday, May 19, 2023 1:28 PM  
**To:** Shaina Odom  
**Cc:** City Administrator  
**Subject:** Council Reconsideration

Ms. Odom:

As Mayor, this communication will serve as written notice of my objection(s) to the ordinance 2023-02, voted by Rhome City Council, Special Council Meeting May 17, 2023.

Local Government Code Section 52.003

City of Rhome Municipal Code 1.04.006(b) If the mayor does not sign the ordinance or resolution, his objections must be set forth in writing and submitted to the city secretary within three (3) days of the time the ordinance or resolution was filed. If the mayor's statement of objections is not filed within three (3) days, the ordinance or resolution goes into effect without his signature.

City of Rhome Municipal Code 1.04.006 (c) If the mayor timely files a statement of objections to the ordinance or resolution, the city council shall reconsider the vote by which the ordinance or resolution was adopted. If a majority of the total number of councilmembers approves the ordinance or resolution on reconsideration, with the vote of each councilmember entered in the minutes of the meeting at which the vote was taken, the ordinance or resolution shall take effect.

Please process as required for Rhome City Council reconsideration and add to the next Council agenda, May 25, 2023. Kindly confirm and forward copy of agenda draft for review prior to posting. Please distribute hard copy of this ordinance for each councilmember to review.

Thank you,

Patricia Mitchell  
Mayor



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## AGENDA ITEM 2



**Agenda Commentary**  
**Meeting Date: May 25, 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

---

**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 perceived 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 meetings where the impact of the fee and the providing of services 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 update of the Commissioners Court meeting from May 22, 2023 at 9:00 a.m.



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## AGENDA ITEM 3



**Agenda Commentary**  
**Meeting Date: May 25, 2023**

Department: Administration

Contact: Amanda DeGan, City Administrator

**Agenda Item: Confirmation of a Public Works Director for Rhome**

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

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**Summary:**

- Staff have interviewed the candidates for our open Public Works Director position
- A finalist has been selected and is being presented to Council for confirmation

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Funding Expected: ☐ Revenue ☒ Expenditure ☐ N/A  
Budgeted Item: ☒ Yes ☐ No ☐ N/A  
GL Account: \_\_\_\_\_ Amount: Base Salary of \$85,985 K per budget  
Legal Review Required: ☐ Yes ☐ No Date Completed: \_\_\_\_\_  
Engineering Review: ☐ FD Review: ☐ PD Review: ☐ PW Review: ☐

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**Details / Recommendation:**

The City has had a position open for a Public Works Director for approximately one (1) year. The vacancy occurred when Mr. Sean Densmore left the city to work for another municipality. Staff have received, screened, and interviewed candidates during this time period; however, did not find an applicant with the necessary qualifications for our city. The position had been reposted on the Texas Municipal League website and we conducted the last round of interviews over the past two (2) weeks. A panel interview process was used to evaluate the applicants and a unanimous decision was reached in favor of one (1) candidate. The City Administrator met with the finalist to discuss the roles and responsibilities and to allow the candidate a time to ask any questions.

We are very pleased to convey that Mr. Jesus Dominguez was the successful candidate and is interested in stepping into this role. The decision was based on his current experience, along with his clear analysis of the current situation of our water and wastewater systems.



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# AGENDA ITEM 4



**Agenda Commentary**  
**Meeting Date: May 25, 2023**

Department: Administration

Contact: Amanda DeGan, City Administrator

**Agenda Item: Proposed ONCOR Transmission Line Placement**

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

**Summary:**

- Staff and Council Member Priest have been discussing the placement of potential transmissions lines for ONCOR that will impact our community
- Council Member Priest attended a meeting in December of 2022 regarding this project as she has experience in this field
- The City Administrator has an update for Council regarding the current progress.

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 placement of the ONCOR transmissions lines, that will terminate at the Ramhorn-Hill switch located inside the Rolling V Ranch, have been in progress since 2022. Mrs. Elaine Priest has been instrumental in assisting Staff with this topic as she has an extensive background in this field. In January of this year, the City Administrator submitted a letter to ONCOR showing the preferred transmission line routes per Council direction.

Staff later met with representatives from Justin and New Fairview to discuss the impact of the placement on all of our communities. It is our understanding that the preliminary application has been submitted to the Public Utility Commission for review and that we will have an opportunity to discuss the placement with ONCOR representatives in the coming months. The goal is to have an ONCOR spokesperson come to a City Council meeting and provide Council with an update.

The purpose of placing this on the May agenda, is to update both the returning and new Council members on this project as it will continue to progress over the next few years.







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January 23, 2023

Oncor Electric

Sent Via Email To:

[transmissionprojects@oncor.com](mailto:transmissionprojects@oncor.com)

Attn: Mr. Ife Adetoro

RE: Ramhorn Hill – Dunham 345 KV Transmission Lines – Wise County, Texas

Dear Mr. Adetoro,

Recently, the Rhome City Council met to discuss the proposed sites that are shown on the attached map for our area. Mrs. Elaine Priest attended the recent public meeting that was held on December 7<sup>th</sup> and 8<sup>th</sup>, 2022 at the Marriott Hotel & Golf Club. Mrs. Priest also updated Council on the location of the proposed lines and Council direction was given to Staff.

For our area, we would like Oncor to make note of the following:

1. The map indicates a line just north of SH 114 that would fall within an area that has been dedicated to the City as a public park/open space. The placement of the line in this area would preclude us from developing the site and limit access for our stakeholders. Thus, we would *object* to the placement in this area.
2. The map also indicates potential placement on the PMB Capital property, which is a major subdivision development in our extraterritorial jurisdiction (ETJ). The proposed routes that bisect the property (mainly from north to south) would result in *substantial* negative financial aspects for both PMB and the city of Rhome as it would significantly reduce the available land for development. Thus, we would strenuously *object* to this placement arrangement.

This area is designated as both commercial and residential development and it is our understanding that PMB will also submit their objections and preferences for their property.

3. **The preferred routes for our area would be along SH 114 (preferably south of the highway) and US-287 along the route currently noted, which is also south west of US-287.**

I am available to discuss this by phone if you need any additional information.

Sincerely,

Amanda DeGan

City Administrator

cc: City Council Members







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# AGENDA ITEM 5