



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

Mayor
Patricia Mitchell

City Council

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
Jesus Dominguez

NOTICE OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, October 12, 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

By Phone

GoToMeeting: Select Join: Select Meeting

Call 1 (646) 749-3129

Session ID: 646-749-3129

Access Code: 873-121-765

Access Code: 873-121-765

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

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

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

Public Comments

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

Announcements from Mayor and Council Members

- City Hall Closed on October 20, 2023, from 12:00 p.m. to 4:00 p.m. for Staff Training/Development
- City Council Meeting October 26, 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 from Council Meeting held on September 28, 2023 **(City Secretary)**
2. Approval of Interlocal Agreement with Wise County **(Fire Chief)**
3. Approval of Mutual Aid Agreement with Tarrant County **(Fire Chief)**

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).

Regular Agenda

Discussion and any necessary action for the following:

1. Organizational Update **(City Administrator)**
2. Public Speaking Verbiage on Agenda **(Mayor Mitchell)**
3. American Rescue Plan Act (ARPA) Funds Review **(City Administrator)**
4. Wise County Appraisal District Nominations **(City Administrator)**
5. Additional Water Source(s), Grants, and Financing Options Update **(Council Member Loftis and 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.

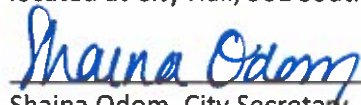
A quorum of Parks & Recreation Board Members may be present at this meeting and its members may participate in the discussions of the items on the agenda over which they have responsibilities or authority.

**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 October 6, 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: _____



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 cityadministrator@cityofrhode.com

AGENDA ITEM 1



**WISE COUNTY ASSET CONTROL OFFICE
P.O. Box 952
400 W Walnut
Decatur, TX 76234**

Phone – 940-627-3312

Fax – 940-627-4717

September 22, 2023

To Whom It May Concern:

Enclosed are two originals of the interlocal agreement with Wise County. **Please sign and return one original to the above address.**

Attached is a **Wise County Asset Control Verification Form**. This must be completed and **returned along with the interlocal agreement**. This form is in lieu of the annual inventory audit required by Asset Control. We hope this will make the process easier for both entities. The only County owned equipment that should need to be listed is any AED units and any Decon Tents. If you believe you have any other County owned equipment, please contact Asset Control to resolve. **DO NOT LIST CELL PHONES. Please complete and return even if you do not have any county assets.** Just write that on the form and return.

If you have any questions, please contact me.

Sincerely,

Diana Allen
Asset Manager
Wise County

INTERLOCAL AGREEMENT BETWEEN WISE COUNTY, TEXAS
AND THE CITY OF RHOME, TEXAS FOR FIRE PROTECTION AND FIRST RESPONDER
SERVICES

THE STATE OF TEXAS §
 §
COUNTY OF WISE §

FISCAL YEAR 2023-2024

WHEREAS, this agreement is made between Wise County, Texas (COUNTY) and the City of Rhome, Texas (CITY), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code and under Section 352.001 of the Texas Local Government Code relative to contracting with cities for the use of fire trucks and other firefighting equipment to provide fire and first responding services outside the corporate limits of municipalities in the COUNTY; and

WHEREAS, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the COUNTY currently has a need for fire protection and first responder services in portions of the COUNTY outside the city limits of Rhome, Texas and within the surrounding vicinity thereof and the COUNTY is not equipped to render such services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

NOW, THEREFORE in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY Government has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

CITY OBLIGATIONS

The CITY, as a part of this agreement, and as a condition of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

- (A) The CITY's Volunteer Fire Department will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY that lies within the designated primary service area of the CITY's Volunteer Fire Department. Further, the CITY's Volunteer Fire Department agrees that it shall be the First Responder for emergency medical services within the unincorporated portion of the designated primary service area of the CITY's Volunteer Fire Department. Additionally, the CITY's Volunteer Fire Department agrees that it shall respond to mutual aid calls from any other fire departments that are based in the COUNTY for fire protection services at any location within the unincorporated area of the COUNTY.

- (B) Emergency services other than those concerning fire protection and other emergency response services, as defined in this contract, is not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the CITY's Volunteer Fire Department from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the CITY's Volunteer Fire Department does not act as an agent of the COUNTY and the COUNTY assumes no responsibility for such services. Further, in providing such services and as a collateral incident of this contract, it is agreed that the CITY's Volunteer Fire Department may utilize any COUNTY equipment provided to the CITY's Volunteer Fire Department under this contract. However, it is expressly agreed and understood that the **CITY'S VOLUNTEER FIRE DEPARTMENT SHALL HOLD THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE USE OF THE CITY'S VOLUNTEER FIRE DEPARTMENT IN PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS CONTRACT WHEN THAT EQUIPMENT IS USED BY THE CITY'S VOLUNTEER FIRE DEPARTMENT WITHIN A MUNICIPALITY.**
- (C) The CITY's Volunteer Fire Department shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Volunteer Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contract.
- (D) CITY's Volunteer Fire Department agrees to cause its members and personnel providing fire protection services in performance of this contract, when performing said services, to conduct themselves in a professional manner and to comply with applicable laws. Non-member volunteers will not be used for fire protection. All fire fighters must be members and properly trained and equipped to perform fire protection duties. Radio communications will be conducted in accord with any rules, procedures or directives of the Sheriff of Wise County and/or County Fire Marshal. The CITY's Volunteer Fire Department further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.
- (E) The CITY's Volunteer Fire Department warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.
- (F) It is agreed that the CITY's Volunteer Fire Department shall comply with any rules, procedures or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate COUNTY Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees

- (G) The books and records maintained for operating the CITY's Volunteer Fire Department shall be open to inspection by the COUNTY or its designated representatives during normal business hours.
- (H) The CITY's Volunteer Fire Department shall submit a financial report to the COUNTY, no later than three months after the close of the Fire Department's fiscal year.
- (I) The CITY's Volunteer Fire Department shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Wise County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.
- (J) The CITY's Volunteer Fire Department shall maintain a "current" status throughout the life of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.
- (K) If the CITY'S Volunteer Fire Department is utilizing COUNTY property, the attached "Wise County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the interlocal, said property will become subject to forfeit to the COUNTY.
- (L) The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY'S performance under this contract. The CITY recognizes that the COUNTY has no responsibility to furnish this coverage and The CITY waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

CONSIDERATION

For the services provided above, the COUNTY shall provide to CITY a sum not to exceed \$5,441.17 per month during the term of this contract. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY IN ACCORDANCE WITH GOVERNMENT CODE 791.006 (A-1)

In difference to 791.006(a), in the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.

NOTICE OF NONAPPROPRIATION

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

DEFAULT

In the event either party shall fail to keep, observe, or perform any provision of this contract, the breaching party shall be deemed in default. If such default shall continue for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to all available options under the termination and dispute resolution sections of this Agreement.

TERM AND RENEWAL

The effective date of this agreement shall be October 1, 2023, or the date that both parties have signed within the fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2024.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that renewal of a fire protection services contract between the COUNTY and the CITY, must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

TERMINATION

- A. **By Mutual Agreement:** This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.
- B. **For Nonappropriation of funds:** As mentioned above, if a party fails to appropriate funds necessary for performance of the obligations under this Agreement, the other party may terminate this Agreement.
- C. **By Either party:** This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

DISPUTE RESOLUTION

Dispute Resolution Process. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

Notice. A written complaint which contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

First Resolution Meeting. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

Second Resolution Meeting. If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: **CITY:** City Manager and/or Mayor; **COUNTY:** County Commissioner and/or County Judge.

Successful Resolution. If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

Unsuccessful Resolution. If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

Agent of the COUNTY for Certain Limited Purposes Only: The COUNTY and the CITY understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the CITY for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of the COUNTY that lies outside the territorial limits of any municipal corporation, the CITY acts as an agent of the COUNTY to the *limited* extent said law mandates.

NIMS- National Incident Management Systems: The CITY Fire Departments shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following appointment to office.

All DEPARTMENT members shall complete NIMS 100, 200, 700 and 800 training. The DEPARTMENT shall submit records for each member documenting completion of NIMS training. The DEPARTMENT shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours notice.

Severability Clause: The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

Counterparts: This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

Notices:

To COUNTY: Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

County Judge
P.O. Box 393
Decatur, Texas 76234

To CITY: Any notice permitted or required to be given to the CITY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

_____, Texas 76_____

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

Authority to Contract: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

Governing Law/Venue: This Agreement shall be interpreted in accordance with the laws of the State of Texas and Wise County is the proper venue for any action regarding this contract.

Limitation of Liability: By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

Entire Agreement: This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

Amendment: If the Parties desire to amend this Agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new agreement. Any modifications must be approved and signed by authorized representatives of the Parties.

DATED to be effective this the 1st day of October, 2023

WISE COUNTY



Wise County Judge

Date: _____

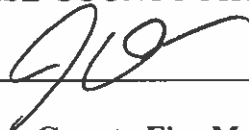
CITY OF RHOME

BY: _____

Title: _____

Date: _____

WISE COUNTY FIRE MARSHAL



Wise County Fire Marshal

Date: 9-21-23

VOLUNTEER FIRE DEPARTMENT OF RHOME

By: _____

Title: _____

Date: _____



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 cityadministrator@cityofrhode.com

AGENDA ITEM 2



TARRANT COUNTY
EMERGENCY SERVICES DISTRICT NO. ONE
2750 PREMIER STREET
FORT WORTH, TEXAS 76111-3011
(817) 838-4660
(817) 831-2007 FAX

September 18, 2022

City of Rhome
Post Office Box 228
Rhome, TX 76078

Dear City Official,

Please find enclosed two (2) copies of the Tarrant County Emergency Services District No. One (District) Agreement for mutual aid service provided by your City to the District beginning October 1, 2023 through September 30, 2024.

Please have both copies executed and return originals to the District's office at the above address. The District will then execute same, returning one copy for your files. So that we may confirm upcoming contracts, we ask that the executed agreements be returned as soon as possible.

If you have any questions, please feel free to contact Fire Marshal Randy Renois.

Regards,

A handwritten signature in blue ink, reading "Elizabeth Siddiq".

Elizabeth Siddiq
Office Manager

Encl: ESD #1 Agreement (x2)

6THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

City of Rhome, Texas
Mutual Aid

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF RHOME, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY within 90 days of execution of this Agreement the total sum of EIGHTY-FIVE HUNDRED DOLLARS (\$8,500.00) during this contract year for fire protection services as requested by other departments contracting with the DISTRICT and within the CITY's ability to respond.

Section 4: Equipment

DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 5: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2023 and ending September 30, 2024. Regarding response purposes, this Agreement will remain in force until the 2024-25 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2024 under the same terms and conditions.

Section 6: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 7: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 8: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 9: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 10: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 11: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 12: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement

will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 13: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 14: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 15: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF RHOME, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

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

www.cityofrhome.com cityadministrator@cityofrhome.com

AGENDA ITEM 1



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

RhOME, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

Administration by the Numbers – September 2023

Bank Statement Balances

Account Name	Balances as of September 2022	Balances as of September 2023
2019 Bond Checking	\$0.00	\$0.00
Business Checking	\$2,266,641.24	\$3,842,245.10
Fire Dept Checking	\$92,435.58	CLOSED
Fire Dept Savings	\$ 40,949.03	\$69,631.46
General Fund Checking	\$681,039.55	CLOSED
General Fund Savings	\$220,318.42	\$222,192.21
Hotel Motel Tax	\$17.28	CLOSED
Interest & Sinking	\$440,984.92	CLOSED
LOGIC	\$332,173.12	\$347,487.58
MC Building Security	\$8.09	CLOSED
MC Technology Fund	\$.21	CLOSED
Meter Deposits	\$121,882.30	\$142,373.66
Parks & Recreation Checking	\$10.29	CLOSED
Payroll ZBA Account	\$0.00	\$0.00
Police Grant Account	\$.55	CLOSED
Police Seizure Funds	\$2.38	CLOSED
RhOME Beautification Fund	\$1140.00	CLOSED
Rolling V	\$0.00	CLOSED
TEXSTAR	CLOSED	CLOSED
Water & Sewer Checking	\$247,737.57	CLOSED
TOTAL	\$4,445,340.53	\$4,623,930.01

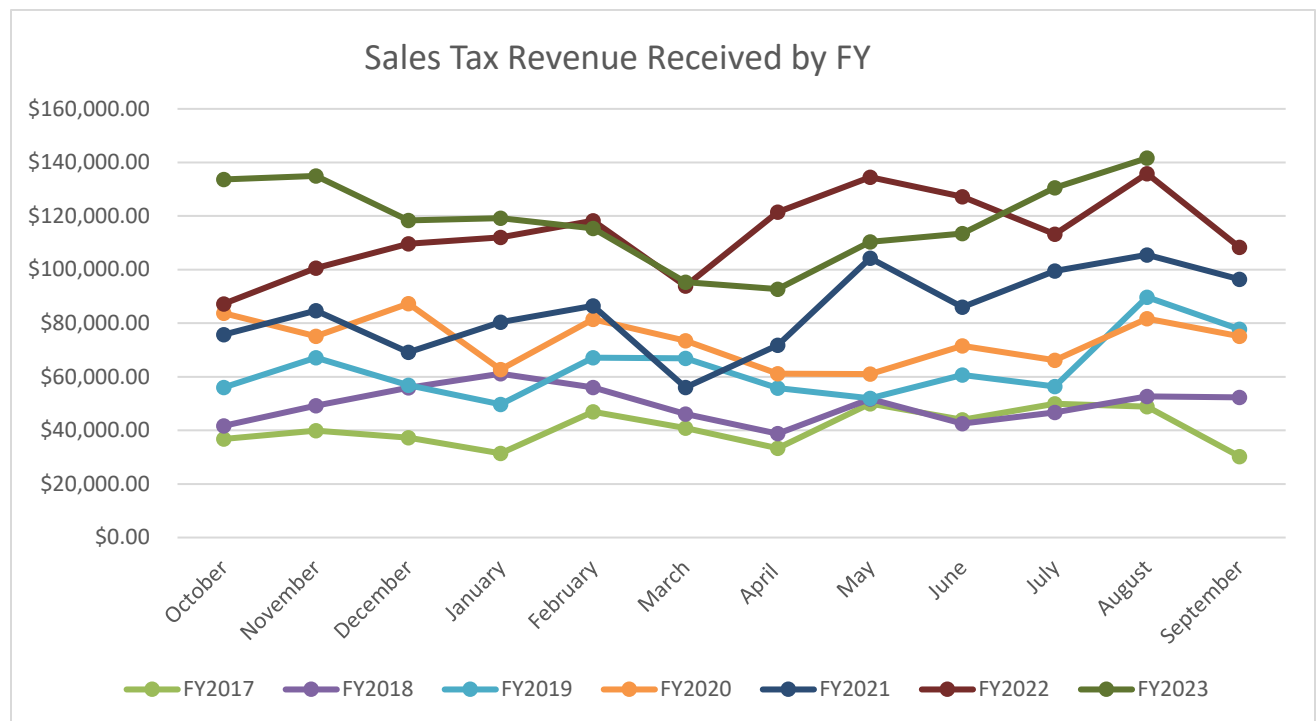
Per Council's previous direction to reduce costs and to streamline processes, Staff worked with OpenGov to implement consolidated cash. Several accounts were closed in December 2022 as a result of reaching the desired goal.

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

September 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	\$110,396.67
June	\$43,940.94	\$42,538.20	\$60,712.41	\$71,595.88	\$86,028.11	\$127,257.66	\$113,508.88
July	\$49,928.81	\$46,649.99	\$56,382.32	\$66,189.23	\$99,504.10	\$113,283.50	\$130,600.97
August	\$48,878.03	\$52,698.74	\$89,739.58	\$81,658.50	\$105,530.55	\$135,847.46	\$141,617.17
September	\$30,263.17	\$52,300.18	\$77,788.90	\$75,181.40	\$96,366.36	\$108,366.36	
Total	\$489,595.61	\$594,864.73	\$756,112.07	\$880,635.57	\$1,015,847.29	\$1,362,425.94	\$1,305,839.78



Requests for Information:

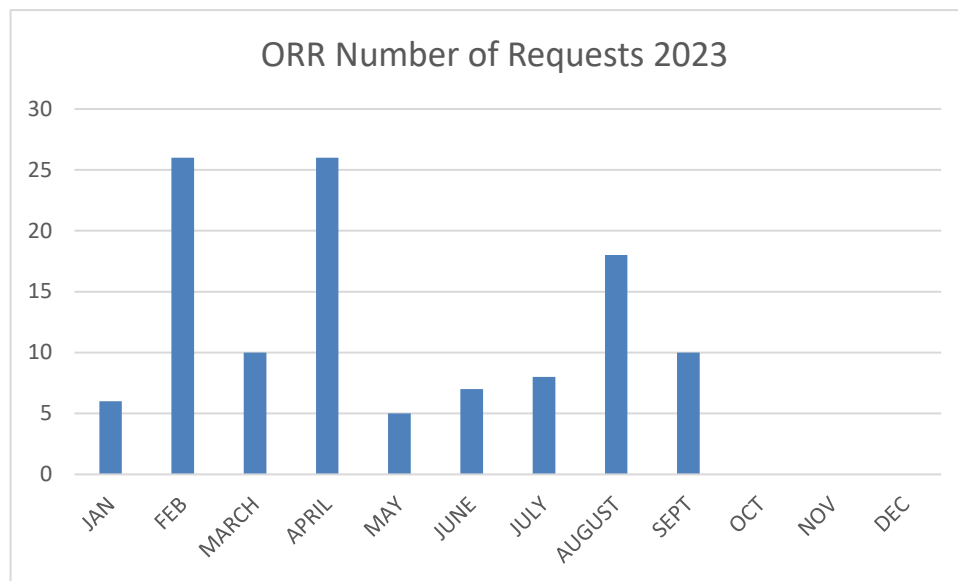
ORR NUMBER	NAME REQUESTED	DATE REQUESTED	DATE DUE	INFORMATION REQUESTED	TIME TO COMPLETE	RELEASE DATE
2023-108	Chase Allen	9/7	9/21	Plat for Bywell Estates Current and future planned development	30	9/18
2023-109	Chris Parrott	9/5	9/19	I would like to receive information from permits for residential new 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 August 1, 2023 - August 31, 2023. If you do not have a permit report readily available I would like to request a digital copy of each permit application for permits issued within the given time frame.	30	9/18
2023-110	Janine Rugas	9/5	9/19	I'm writing on behalf of Buildzoom to request for a report of all building permits processed by your department from Jul 14, 2023 to present.	30	9/18
2023-111	Colton Schmidt	9/6	9/20	McKim & Creed has been contracted to complete a Subsurface Utility Engineering (SUE) investigation for	15	9/11

				a project located in Wise County, Texas. Per Texas 811 ticket <u>2374801183</u> , your facilities were identified as a potential conflict. Would you please provide any available utility records for your system in the area reflected on the attached exhibits.		
2023-112	Marva Drain	9/13	9/27	6217, 6225, 6229, 6233, 6237, 6241 and 6243 East TX-114 Building Records, including construction and/or demolition permits, certificates of occupancy and/or open violations with respect to the property.	15	9/18
2023-113	Marva Drain	9/13	9/27	6217, 6225, 6229, 6233, 6237, 6241 and 6243 East TX-114 Records of Current Zoning and any Zoning Violations with respect to the property	15	9/18
2023-114	Marva Drain	9/13	9/27	6217, 6225, 6229, 6233, 6237, 6241 and 6243 East TX-114 Records of any outstanding Fire Code Citations or notices of violation and/or the most recent fire inspection report with respect to the property.	15	9/18
2023-115	Deborah BeCraft	9/14	9/28	1. Time cards for Shaina Odom for the pay periods of 1/28/23-2/10/23 2/11/23-2/24/23 3/25/23-4/7/23 4/8/23-4/21/23	15	9/14

				4/22/23-5/5/23 5/6/23-5/19/23 5/20/23-6/2/23 7/1/23-7/14/23 7/15/23-7/28/23		
2023-116	Deborah BeCraft	9/14	9/28	1. Time cards or other records showing days and hours worked, PTO, sick time for Amanda DeGan starting January 2023 to present.	15	9/14
2023-117	Deborah BeCraft	9/14	9/28	1. invoice and receipt/deposit for the money paid by Rolling V/ PMB for the police car and officer	30	9/14
2023-118	Aaron Alexis	9/18	9/29	SmartProcure is submitting a public records request to the City of Rhome for all current employee/staff contact information. The request is limited to readily available records without physically copying, scanning, or printing paper documents. Any editable electronic document is acceptable. The specific information requested from your record-keeping system is: 1. First Name2. Last Name3. Position Title4. Department5. Direct Phone Number (if does not exist, list main phone number with extension) 6. Business Cell Phone (if provided by City of Rhome) 7. Email Address 8. Office Address (Address, City, State, Zip)	30	9/18

Calendar YTD Requests for Information

Requests Received	118
Pending / Open	2
Sent for Attorney General Opinion (RFO)	0
Complete / Closed	116
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>	\$12.00
Approximate Staff Time	52.00
Approximate Supply Cost	0
Approximate Staff Cost	\$1300.00





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Building and Development

SEPTEMBER 2023

FY 2022-2023

Permits Issued:	17	359
Building Permit	2	74
Certificate of Occupancy		6
Electrical Permit:		44
Plumbing Permit:	3	23
Lights on Inspection		
Mechanical	1	11
Moving Structure	7	103
Irrigation Permit		
Demolition		4
Pelim/Final Plat		8
Right of Way	1	8
Concrete		1
Solicitor	2	4
Fire Alarm	1	1
Fire Sprinkler		
Specific Use		1
Health Permit		36
Zoning Change		
Liquid Waste		
Backflow		1
Sign		15
Event		5
Type:	Address:	Assoc. Permits:
Plumbing	568 randall	
	583 FM 3433x2	
Building	1106 mount lane	
	405 W BC rhome	
Moving Structure	Top Notch X7 permits	
Solicitor	Loves Childrens Miracle Network x2	
Right of Way	Superior Pipe line	

[illegible]



RHOME FIRE RESCUE

Duty • Honor • Compassion • Service

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

September 2023 – Council Fire Report

Calls for Service Monthly:

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2023	78	57	58	48	82	62	79	90				
2022	80	70	81	65	60	74	89	71	59	76	58	70

Calls for Service by type:

	EMS	MVA	Structure Fires	Grass Fires	Vehicle Fires	Fire Invest.	Fire Alarms	Gas Leak	Road Hazard	Lift Assist	Other
July 2023	16	16	8	12	4	4	9	2	1	0	10
Year-To-Date	212	107	42	65	17	33	32	7	5	24	71

Call Locations

	City	County	Auto/Mutual Aid Given	Auto/Mutual Aid Received	Cancelled	Weather Watch
April 2023	30	51	14	12	5	0
Year-To-Date	225	271	51	33	12	2

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

Membership

Current Members – 18		
#	Area	
2	City	
3	In District	
13	Out of District	
EMS Certification - 10		
10	EMT Basic	-
3	Paramedics	-

Membership

- Currently we have 3 full time members, 7 part-time and 5 volunteers.
- We will be onboarding 3 more volunteers this month and hiring 1 full-time member by mid-November this year.

Events

- 9-3 First responder Service at Antioch Church
- 9-9 Dallas 9/11 stair climb, Aurora 9/11 Beam Dedication and City Hall Dedication
- 9-11 Rhome Fire memorial tribute to the fallen
- Tested for memberships to department

Command Staff

- Chief Estes will be taking State TCFP for Inspector I, II in October.
- Assistant Chief De Credico is off on light duty due to an injury at an MVA August 3rd, 2023.

Equipment

- E- 317 had water leaks repaired, new hose and nozzles were placed in service
- Annual hose testing completed

Station

- No new news

Training & Professional Development

- Currently have 7 members taking various Fire and EMS certifications.

Prevention/Community Risk Reduction

Community Risk Reduction

- Regular Testing
Storm Sirens – completed

Prevention

- Fire Inspections – 1
- Fire Pre-Plan Business – 0
- Plans review – 1

I will be available if you have any questions. (firechief@rhomefirerescue.com)



RHOME FIRE RESCUE

Duty • Honor • Compassion • Service

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817-636-2001 station17@rhomefirerescue.com

W Scott Estes

Fire Chief/EMC/Paramedic

Rhome Fire Rescue

RHOME POLICE DEPARTMENT

Monthly Report
September 2023



RHOME PD UPDATES

New Badge Pinning Ceremony



The Rhome Police Department took another step forward in September, in our quest for professionalism, during the pinning ceremony for our new badges. The badge, redesigned by Officer Aaron Soultaire, was pinned by our spouses and significant others, and brands our PD with a bold and unique shield. The badge shape is based on the Boston Police Department, recognized as the first law enforcement agency in the United States to use a badge to signify a police officer. Ours is highlighted by "Rhome Police" and includes the rank and badge number of each officer. The State of Texas is prominently displayed with a rising sun behind it. It is completed with a Texas Star in the center.

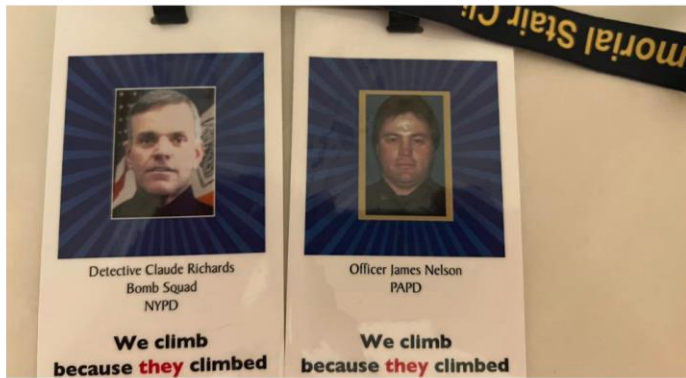


RHOME PD UPDATES

9-11 Memorial Stair Climb 2023

Your Rhome Police Officers were honored to participate in this years 9/11 Memorial Stair Climb. It was a very humbling and emotional experience. Each Police Officer and Firefighter climbed 110 flights of stairs while carrying the name and photo of a first responder that lost their life that day.

WE WILL NEVER FORGET!!



TRAINING

The training within the Rhome Police Department is of utmost importance as it produces well-rounded officers committed to ensuring community safety. Our unwavering dedication to comprehensive and up-to-date training equips officers with essential skills such as conflict resolution, effective communication, and cultural sensitivity. Through continuous development, we build a police force that upholds the law while fostering trust and respect among Rhome's citizens. In August, your Rhome Officers participated in the following training classes:

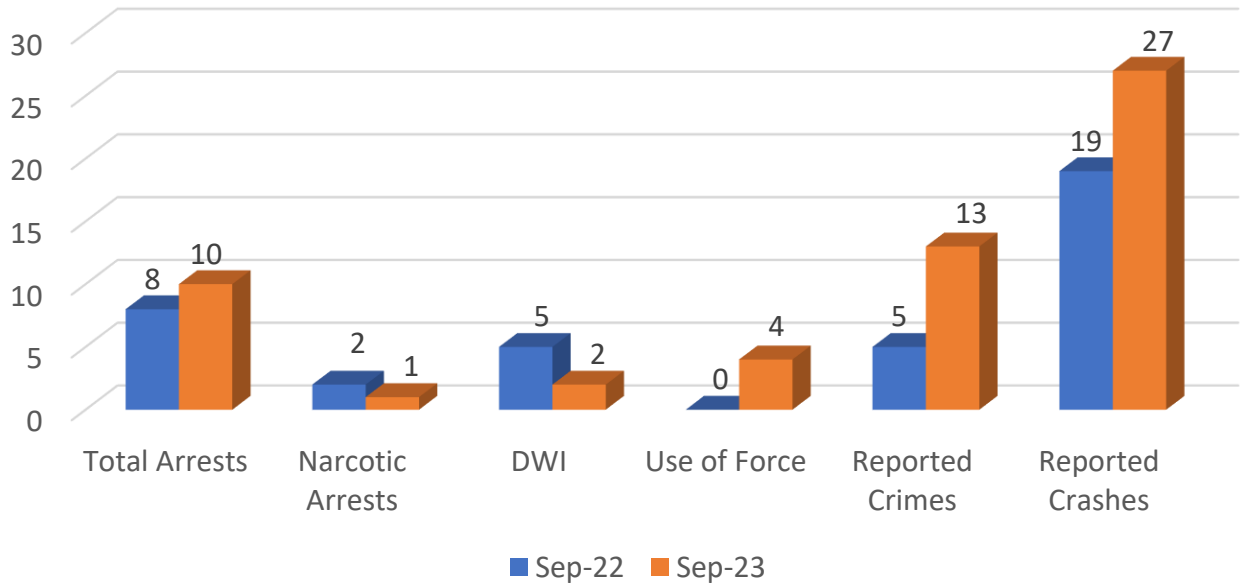
Officer Hachtel

TIMS Training

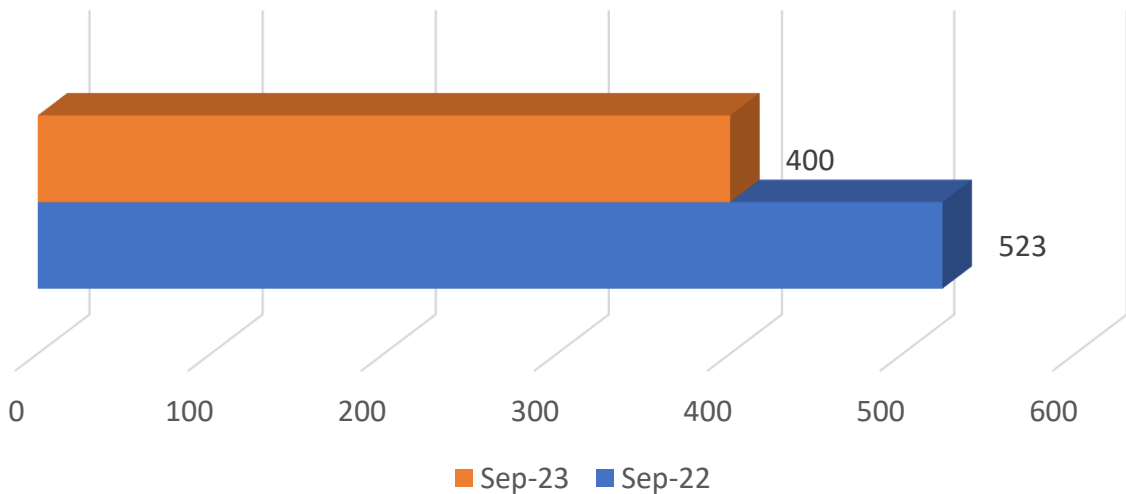


MONTHLY STATISTICS

Monthly Activity

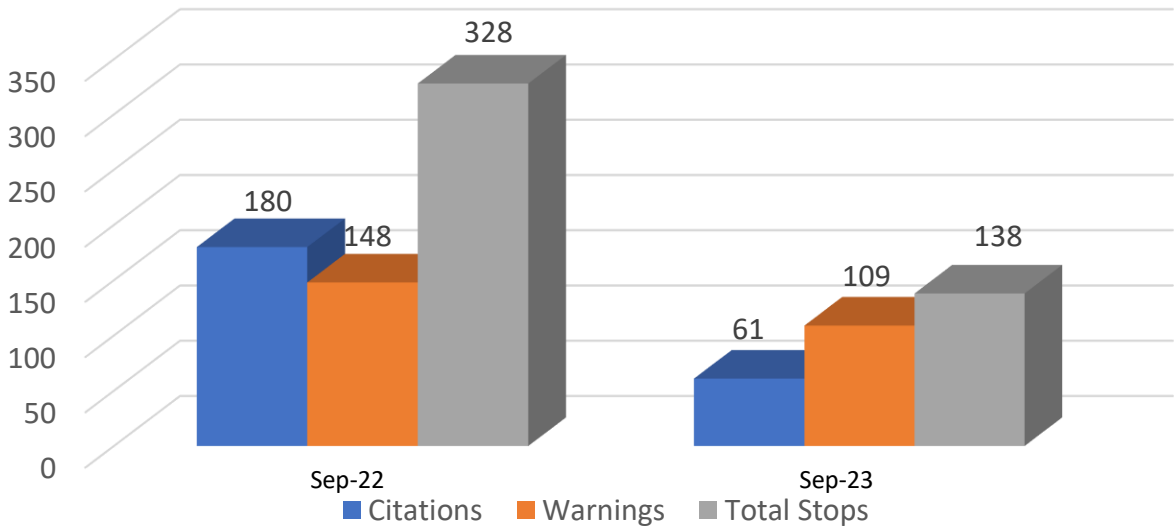


Calls For Service

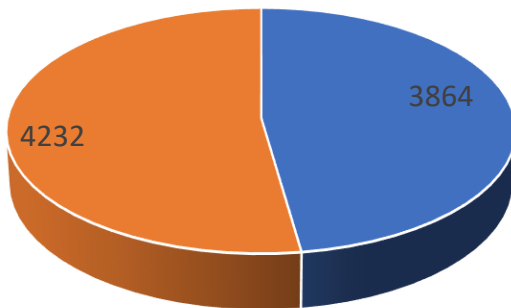


MONTHLY STATISTICS

Traffic Stops

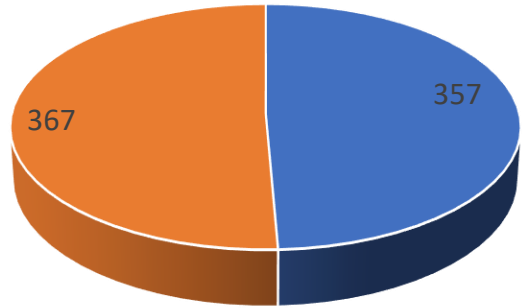


Security Checks



■ Sep-22 ■ Sep-23

Neighborhood Patrols



■ Sep-22 ■ Sep-23



NARCOTICS SEIZED

Pills

.11 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.

- **The initial steps toward certification by the Texas Police Chiefs Association Law Enforcement Agency Best Practices Accreditation Program has begun.**
- **The General Orders manual has been rewritten and submitted for legal review**
- **Further improvements will be conducted as we begin our journey toward recognition.**

I am always available if you have any further questions.



**Eric Debus
Chief of Police
RHOME POLICE DEPARTMENT**





501 Main St. - P.O. Box 228. Rhome, Texas 76078

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

Fax: 817-636-2465 - www.cityofrhome.com

To: Amanda DeGan-City Administrator

From: Jesus Dominguez - Director of Public Works

Date: October 2, 2023

Re: September Monthly Report

Reporting:

- 1) Monthly TCEQ Reporting: GW/PWMOR
- 2) Monthly TCEQ Reporting: Wastewater MOR
- 3) Monthly Coliform Test

Equipment Issues:

- 1) ram 1500 gold truck A.C. malfunctioning
- 2) ram 1500 silver truck is having issues turning over (possible starter)
- 3) Ram 3500 no A.C. and other minor issues.

Maintenance:

- 1) Normal preventative maintenance was performed for the water system.
- 2) Normal preventative maintenance was performed for the wastewater system
- 3) Monthly preventative collection system maintenance to wastewater collection line
- 4) Changed the lights at the park
- 5) In process of permanently securing windows at the old school

Water:

- 1) **Monitoring water levels 24/7 due to water restrictions and drought**
- 2) Removing end points and sending in for warranty work
- 3) Well site maintenance-Mowing
- 4) In process of working on new Lead and copper inventory (TCEQ)
- 5) Tank inspections
- 6) Lead and copper samples (10 locations)
- 7) Checking Enlink Gas pipeline cross country daily
- 8) 412 Stirling water leak

Wastewater

(August full report closed 9/20/2023) East Plant; Flow- 1.106 million Gallons Total, Average 35,677 GPD, Rain- .0 inches, Temperature: 66 degrees F to 100 degrees F, average Cl2 residual- 2.53 Mg/l.

(August full report closed 9/20/2023) West Plant; Flow- 1.120 million Gallons Total, **Average-** 36,129 GPD, **Rain-** 0 inches, **Temperature-** 67 degrees F to 100 degrees F, **average Cl2 residual-** 1.46 Mg/l.

1. WWTP site maintenance – Mowing and cleanup site
2. Jetted sewer lines for maintenance
3. West Plant Lift Station
4. Clean loves lift station
5. Fix West WWTP Floats in lift station

Streets/Parks:

- 1) Normal preventative maintenance –trash pickup, mow, applied ant killer
- 2) Pothole patching
- 3) closed restrooms
- 4) changed lights at family park
- 5) added road base on alley between Russell St. and Logan Ct. in order to prevent damage of passing vehicles on city utility infrastructure (manholes in the alley)

Building Maintenance:

- 1) cleaned around the shop
- 2) change air filters
- 3) helped shredding company with all the files at the water tower

Administration: (I am in process of taking classes to meet TCEQ requirements in order to get a higher license in Waste Water treatment)

- 1) Daily water production reporting
- 2) Daily chlorine reporting
- 3) Daily wastewater production reporting
- 4) Daily wastewater chlorine reporting
- 5) Daily employee production reporting
- 6) Online Training
- 7) Plan reviews

If you would like to discuss any items noted above, please do not hesitate to contact me;

Jesus Dominguez

Public Works Director



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Mailing Address: PO Box 228

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

www.cityofrhome.com cityadministrator@cityofrhome.com

AGENDA ITEM 1



Agenda Commentary
Meeting Date: October 12, 2023

Department: Administration
Contact: Amanda DeGan, City Administrator
Agenda Item: Organizational Update

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

Summary:

- Overview of current projects and workload for staff team.

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 will provide an update of current and future projects as well as speak with Council to prioritize the work load of Staff to better be of assistance to the community.



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AGENDA ITEM 2



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www.cityofrhode.com cityadministrator@cityofrhode.com

AGENDA ITEM 3



Agenda Commentary
Meeting Date: October 12, 2023

Department: Administration

Contact: Amanda DeGan, City Administrator

Agenda Item: American Rescue Plan Act (ARPA) Overview and Future Fund Allocations

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

Summary:

- American Rescue Plan Act (2021) is a federal program that offers \$350 billion to help states, counties, and tribal governments to cover increased expenditures, replenish lost revenue, and mitigate economic harm from COVID – 19.
- As a city under 50,000 population (Non-Entitlement Units of Local Government/NEU) the City of Rhome was allocated \$457,165.
- The ARPA funds were disbursed in batch form; the first one was in August of 2021 and the second one was in August of 2022.
- Rhome currently has approximately \$125K remaining that needs to be committed by the end of this calendar year.

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:

As of now, we have expended approximately \$291,00 of the funds we have received on the following:

1. OpenGov - Cloud conversion and Financial Software Package	\$130,737.50
2. Communication Equip for Fire & Police Department	\$ 32,850.74
3. Professional Services (CPA)	\$ 4,725.00
4. Professional Services (Grantworks)	\$ 25,500.00
5. DVD Blu Ray Duplicator Robot	\$ 9,725.00
6. Fire Truck Repair	\$ 30,000.00
7. Professional Services (Audit CPA)	\$ 37,000.00
8. Professional Services (Audit ClearREC CPA)	\$ 10,000.00
9. Archive Social (Social Media Archiving)	\$ 5,200.00
10. Supplement to Pay for Radio Upgrades for Fire Dept.	\$ 5,000.00
11. Nozzles and Hoses/Extrication Equipment	\$ 42,000.00
	<u>\$332,426.24</u>

In talking with our grant administrator, GrantWorks, we have an additional \$125,000 (approx.) that needs to be committed to purchases by December 31, 2023. These funds may be used for “government

services”, which has been taken to mean items the government needs to function. Many cities have used the funds for hardware/software for operations, equipment purchases, construction fees, infrastructure, etc.

As this is not an ongoing revenue source, Staff would recommend that Council allocate the funds to one-time project expenditures that do not have a significant year to year upkeep on expenditures as it would then need to be absorbed into the general operating budget for the City.

Projects Council may want to consider:

Facilities

- Building upgrades at the Senior Center, Fire, Public Works, or Police Department
Senior Center Upgrades: \$30,000

Public Works Projects

- I/I reduction for West Wastewater Treatment Plant
- Water Well Disinfection Conversion
- FM 3433 Disinfection Booster
- Public Works Road Repair Equipment
- Public Works Cover for New Backhoe/Front End Loader
- Repair to Ground Storage Water Tanks
- Various well repairs to water system
- New Water Well

Technology

- **Technology Upgrades for out-of-date equipment (mainly desktops/laptops)**
Six (6) computers that are past their reliable life span (2012 thru 2018 purchase date)
Approximate Cost: \$18,000
Three (3) computers are recommended for replacement; however, could wait (2019 purchase dates)
Approximate Cost: \$9,000
- **Technology Upgrade for cybersecurity enhancements**
\$16K initial set-up and approx. \$17K per year for licenses, support
This would allow us to upgrade cybersecurity measures for all systems
- **Upgrade and/or replace servers to Cloud supported servers**
Currently we operate on separate servers for PD/Admin, etc. and do not have interconnections between buildings. We recently purchased a warrant extension for the server at City Hall; however, if it goes down, we do not have an alternative to keep city business running.
Azure Cloud Based Option \$13,700 and \$1,250 per month
Upgrading Server on Premises \$32,000 and \$1,000 per month

Police Department

- Eight (8) Axion in-car Video Cameras (\$100K over five years)
- Twelve (12) body worn cameras (\$50K over five years)
- **Records Management Software (\$15K per year)**
- Handheld Ticket Writers
- Automatic License Plate Readers (\$20K per year)
- Twelve (12) patrol rifles (\$18K)

- Two (2) Stalker Lidar Units (\$5,200)

Fire Department

- Repair of existing apparatus (\$30K)
- Modular Building Purchase/Rental (lease or purchase)
- **Hose and Nozzle Replacement (\$10K) – approved at meeting on 9/28/2023**
- **Extraction Tools for Accidents (\$32K) – approved at meeting on 9/28/2023**
- Pump & Roll Truck (\$375K)
- Commercial Cab Engine (\$500K)
- Purchase of new fire engine (\$625K)

From: [William Bass](#)
To: [City Administrator](#)
Subject: Re: GrantWorks: Further ARPA Projects Decision
Date: Wednesday, May 24, 2023 2:14:40 PM

Hi Amanda,

Absolutely, since the passage of the "final rule" from the treasury in regards to how the federal government is requiring the ARPA funds to be spent, they have allowed all recipients to use up to \$10 million of whatever their total allocation is on the expenditure category "6.1 government services".

The treasury doesn't define what "government services" are, it just defines what it isn't. The funds can't be spent on debts, settlements, repayments, or put into a savings account. Basically a "government service" is just anything that the city need or uses to function (software, hardware, equipment, construction, infrastructure, etc.), so there is no real limitation on what the funds can be spent on, as long as they are being spent on something.

Treasuries definition of "Government Service"

Pg. 259 of the [Final Rule](#):

Treasury Response: Treasury continues to believe that the lists of activities that either are or are not providing government services are accurate but is clarifying here that, generally speaking, services provided by the recipient governments are "government services" under the interim final rule and final rule, unless Treasury has stated otherwise. Government services 260 include, but are not limited to, maintenance or pay-go funded building300 of infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services. The aforementioned list of government services is not exclusive. However, recipients should be mindful that other restrictions may apply, including those articulated in the section Restrictions on Use. In the final rule, Treasury is maintaining the limitations on government services included in the interim final rule and has addressed and responded to public commenters on these issues in the section Restrictions on Use.

Were looking at \$244,411.61 left to expend.

Best,

William



| 2201 Northland Drive, Austin, Texas 78756 | www.grantworks.net

BUILDING OUR NATION'S COMMUNITIES. HELP FOR TODAY, HOPE FOR TOMORROW.



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From: City Administrator <cityadministrator@cityofrhome.com>

Sent: Wednesday, May 24, 2023 12:13 PM

To: William Bass <william.bass@grantworks.net>

Subject: RE: GrantWorks: Further ARPA Projects Decision

Hello William,

Would you refresh my memory on how we can spend this money?

Thank you,

Amanda

From: William Bass <william.bass@grantworks.net>

Sent: Monday, May 22, 2023 10:21 AM

To: City Administrator <cityadministrator@cityofrhome.com>

Subject: Re: GrantWorks: Further ARPA Projects Decision

Hi Amanda,

I hope your weekend was well!

I was just following up with you to see if the city had an opportunity to decide on the use of its remaining ARPA allocation.

We're looking at \$244,411.61 left to expend.

Best,

William



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 cityadministrator@cityofrhode.com

AGENDA ITEM 4



Agenda Commentary
Meeting Date: October 12, 2023

Department: Administration

Contact: Amanda DeGan, City Administrator

Agenda Item: Wise County Appraisal District Board of Directors Nominations

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

Summary:

- Staff received notice that it was time for the taxing units within the Appraisal Districts service area to submit nominations for the 2024 Board of Directors positions.
- As part of this process, Staff have placed this item on the agenda for any nominations Council would like to discuss or submit for this board.

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 of Rhome may submit up to five (5) candidates for nomination for one of the five (5) seats on the appraisal districts board. The nominations must be submitted prior to October 30, 2023, and must be submitted by resolution. Please see the attached letter for additional information.

The City of Boyd has submitted a person from their Municipal Development District (MDD) as a potential Board member and Staff has received a request to support their recommendation. This does not preclude Rhome from submitting a nominee for the Board position, as well.

Wise County Appraisal District

400 East Business 380 Decatur, Texas 76234

Phone 940-627-3081 Fax 940-627-5187

Deidra Deaton , RPA, RTA, CCA
Interim Chief Appraiser

Board of Directors
Ray Cook, Jr. - Chairperson
Bill Lewis – Vice Chairperson
Noel Ruddick
Karen Schluter
Kenneth Shepherd, Jr.
Monte Shaw

August 16, 2023

TO: Taxing Entities:

Subject: 2024 Board of Director Election

It is time for the taxing units in Wise County to submit name for nominations for the Wise County Appraisal District Board of Directors. These Directors will serve two (2) year terms beginning January 1, 2024.

Each voting unit may nominate by resolution adopted by its governing body one candidate for each position to be filled. Therefore, each voting unit may nominate up to five (5) candidates.

The presiding officer of the governing body of the taxing unit shall submit the name(s) of the unit's nominations to the Chief Appraiser before October 15, 2023. Before October 30, 2023 the Chief Appraiser shall prepare a ballot according to the candidate's surname, and shall deliver a copy to the presiding officer of the governing body of each taxing unit that is entitled to vote.

The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser before December 15, 2023. Voting entitlement is determined by Texas Property Tax Code Section 6.03(d). The Chief Appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected and submit the results before December 31, 2023 to each taxing unit in the district and to the candidates. The Chief Appraiser shall resolve a tie vote by any method of chance.

Please see the attached page showing the number of votes for each taxing unit.

As always if you have any questions or comments do not hesitate to call.

Thank you,



Deidra Deaton
Interim Chief Appraiser
940-627-3081, ext. 116
D.deaton@wisecad.net

WISE COUNTY APPRAISAL DISTRICT
2024 Board of Director Election

TAXING UNIT	2022 LEVY	Total % of Levy	2024 VOTES
Alvord ISD (Wise County)	\$5,810,790	3.3002%	165
Azle ISD (Wise County)	\$843,811	0.4792%	24
Boyd ISD	\$11,170,544	6.3442%	317
Bridgeport ISD	\$18,933,408	10.7531%	538
Chico ISD	\$9,659,429	5.4860%	274
Decatur ISD	\$36,065,203	20.4829%	1024
Jacksboro ISD (Wise County)	\$419,961	0.2385%	12
Krum ISD (Wise County)	\$92,276	0.0524%	3
Northwest ISD (Wise County)	\$21,976,152	12.4812%	624
Paradise ISD	\$9,028,731	5.1278%	256
Poolville ISD (Wise County)	\$1,456,879	0.8274%	41
Springtown ISD (Wise County)	\$3,662,430	2.0800%	104
Slidell ISD (Wise County)	\$3,183,382	1.8080%	90
City of Alvord	\$494,575	0.2809%	14
City of Aurora	\$405,391	0.2302%	12
City of Boyd	\$1,250,226	0.7101%	36
City of Bridgeport	\$3,346,028	1.9003%	95
City of Chico	\$327,688	0.1861%	9
City of Decatur	\$6,653,430	3.7788%	189
City of Ft Worth (Wise County)	\$16,774	0.0095%	0
City of Lake Bridgeport	\$139,359	0.0791%	4
City of Newark	\$394,321	0.2240%	11
City of New Fairview	\$594,429	0.3376%	17
City of Paradise	\$231,991	0.1318%	7
City of Rhome	\$962,019	0.5464%	27
City of Runaway Bay	\$1,141,760	0.6485%	32
Wise County	\$37,074,835	21.0564%	1053
Emergency Services #1	\$373,822	0.2123%	11
Emergency Services #2	\$364,670	0.2071%	10
TOTALS	\$176,074,314	100.0000%	5000

BOARD OF DIRECTORS GENERAL FUNCTIONS POLICY AND PROCEDURES

1.04

The board of directors has the following primary responsibilities.

Establish the appraisal district's appraisal office;

Adopt the appraisal districts annual operating budget;

Hire a chief appraiser;

Hire a taxpayer liaison officer (districts in counties having a population of over 80,000)

Appoint appraisal review board members; and

Make general policy on the appraisal district's operation.

BOARD OF DIRECTORS STATUORY FUNCTIONS

The board must establish an appraisal office in the county in which the district is established. Branch offices may be created outside the county for the convenience of persons living outside the county, but must be located inside the appraisal district. (sec. 6.05 (a))

The board of directors has the power to approve or disapprove the request of a taxing unit that lies in two or more counties to be served only in that appraisal district. (Sec. 6.02 (b))

The board is responsible for notifying all taxing units of a vacancy on the board and for selecting replacement from nominees submitted. (Sec. 6.03 (1))

The board may change the number of directors or method of selecting directors, or both, if all voting units agree. (Sec. 6.031 (a))

The board elects from its members a chairman and secretary at its first meeting of the calendar year. (Sec. 6.04 (a))

The board may contract with another appraisal office or taxing unit in the district to perform the appraisal districts duties. (Sec. 6.05 (b))

The Board must appoint the chief appraiser. (Sec 6.05))

In appraisal districts located in counties having population of more than 80,000 the board must appoint a taxpayer liaison officer. (Sec. 6.052 (a))

The board must provide certain written policies. (Sec 6.04 (d), (e), (f), and (g))

The board must adopt an annual budget before September 15, after holding a public hearing and meeting all requirements of the code. (Sec. 6.06 (b))

The board must give public notice of the budget and budget hearing by publishing a budget summary in a newspaper of general circulation in the appraisal district at least 10 days before the public hearing on the budget. (Sec. 6.062)

The board may amend the approved operating budget after giving notice to taxing units. (Sec. 6 (c))

The board must adopt a new budget within 30 days after its budget if disapproved by the taxing units (Sec.6.06 (b))

The board may authorize the chief appraiser to disburse appraisal district funds. (Sec 6.06 (f))

The board must, through the chief appraiser, refund any unencumbered surplus of taxing unit funds paid in during the year or credit each taxing unit's budget allocations for the next fiscal year. If a taxing unit that participate-in the appraisal district in the prior year is not participation in the district in the year a surplus is to be allocated, the board must refund the proportionate surplus amount to the taxing unit within 150 days after the end of the fiscal year. (Sec 6.06 (j))

The board must give its advice and consent to the chief appraiser's appointment to the agricultural advisory board. (Sec. 6.12)

The board must comply with records retention laws for the preservation, microfilming, destruction or other disposition of records. (Sec. 6.12)

The board may change its fiscal year if three-fourths of the taxing units agree. (Sec 6.06 (i))

The board may adopt staggered terms if three-fourths of the taxing units agree. (Sec 6.034 (a))

The board of directors and the taxing unit's governing body must agree to an estimated budget allocation for new taxing units. (Sec. 6.06 (h))

The board may change the appraisal district's method of financing with the consent of all taxing units. (Sec 6.061 (a))

The board designates the district depository at least once every two years. (Sec 6.09 (c))

The board receives taxing unit's resolutions disapproving board actions. (Sec. 6.10)

The board must follow competitive bidding procedures for contracts requiring expenditure of more than \$5000.00 (Sec. 6.11 (a))

Through the Interlocal Cooperation Act the governing body of a taxing unit may contract with the board of directors to assess or collect taxes. (Sec. 6.24 (a))

The board of directors must appoint appraisal review board members and has the power to change the number of appraisal review board members. (Sec. 6.41 (b) and (d))

The board approves contracts with private appraisal firms to perform appraisal services subject to approval of the chief appraiser (Sec 25.01 (b))

The board of directors and chief appraiser must establish a plan for reappraising all real property in the district at least once every three years. (Sec. 25.18 (a) and (b))

The board may purchase or lease real property or construct improvements necessary to establish an appraisal office if approved by three-fourths of the voting taxing units. (Sec 6.051)

The board may convey real property owned by the district if approved by three-fourths of the voting taxing units and the proceeds are apportioned to the units according to the taxing unit's budget allocation. (Sec 6.051)

The board must have an annual financial audit conducted by an independent certified public accountant. A copy of the audit must be delivered to each voting taxing unit. (Sec 6.063)

The board of directors may, by resolution, prescribe that particular actions of the chief appraiser concerning appraisal district finances or administration are subject to board approval. (Sec 6.05 (f))

The board may approve the chief appraisers request to appeal an appraisal review board order to district court. (Sec 42.02)

The appraisal district (i.e., board of directors) may be sued by the taxing units to compel to comply with the provisions of the Property Tax Code, Comptroller rules, or other applicable law. (Sec 43.01)

From: [Deidra Deaton](#)
To: [City Administrator](#)
Cc: [Callie Hartsock](#)
Subject: RE: Wise CAD 2024 Board of Director Election
Date: Friday, September 22, 2023 3:40:01 PM
Attachments: [image001.png](#)
[BOARD OF DIRECTORS.pdf](#)

Good afternoon,

I have attached the BOD's general functions that can be found on the Texas Comptrollers website. They will serve a two year term and we meet at least once a quarter. Please let me know if you need additional information.

Thank you,
Deidra Deaton
Wise CAD

From: Callie Hartsock <C.Hartsock@wisecad.net>
Sent: Friday, September 22, 2023 2:30 PM
To: Deidra Deaton <D.Deaton@wisecad.net>
Subject: FW: Wise CAD 2024 Board of Director Election

From: City Administrator <adegan@cityofrhome.com>
Sent: Friday, September 22, 2023 2:29 PM
To: Callie Hartsock <C.Hartsock@wisecad.net>; Shaina Odom <sodom@cityofrhome.com>; RhymeMayor@cityofrhme.com
Subject: RE: Wise CAD 2024 Board of Director Election

Hello Callie,

Our Council was wondering if you could shed some light on what the Board of Directors do for the Appraisal District and what is the time commitment for a person serving on the board? If you have any other information that could help them nominate a person who would be a good fit for the Board, that would be great!

Thank you,

Amanda DeGan

City Administrator
City of Rhome, Texas
(817) 636-2462



From: Callie Hartsock <C.Hartsock@wisecad.net>

Sent: Wednesday, August 16, 2023 3:15 PM

To: City Administrator <adegan@cityofrhome.com>; Shaina Odom <sodom@cityofrhome.com>;
RhomeMayor@cityofrhme.com

Subject: Wise CAD 2024 Board of Director Election

City of Rhome,

Please see the attached letter regarding the 2024 Board of Director Election for Wise County Appraisal District.

If you have any questions, please do not hesitate to call or email.

Thank you,
Callie Hartsock
Wise County Appraisal District
400 E Business 380
Decatur, TX 76234
940-627-3081 Ext 117
C.Hartsock@wisecad.net

Clayton Brazelton
208 S Agnew St.
Boyd, TX 76023
eskotatexas@outlook.com

OBJECTIVE

Wise County resident with over 37 years of experience in Texas Property Tax Appraisal and Texas Governmental accounting seeks to become a member of the Wise County Appraisal District Board of Directors.

EDUCATION

Bachelor of Science in General Business – Tarleton State College, Stephenville, Texas

PROFESSIONAL CERTIFICATION

Texas Property Tax Professional-Registered Professional Appraiser (Inactive)

RELEVANT EXPERIENCE

Lee County Appraisal District

Giddings, TX

Business Personal Property Tax Appraiser/Accountant/

Computer Assistant

09/2009-06/2017

- Located and performed tax appraisals for business personal property located in the Appraisal District.
- Compiled and updated Business Personal Property cost index-depreciation schedules yearly.
- Responsible for all budgeted accounting for the Appraisal District using QuickBooks Pro.
- Responsible for purchasing new computer equipment and expanding the computer abilities of all employees.

Tom Green County Appraisal District

San Angelo, TX

Property Tax Appraiser/Accountant

05/1990-08/2000

- Performed tax appraisals for mobile homes, real estate, and business personal property located in the Appraisal District.
- Compiled tax appraisal schedules for mobile homes.
- Compiled and updated Business Personal Property cost index-depreciation schedules yearly.
- Converted budgeted accounting from manual system to computerized QuickBooks Pro.
- Responsible for all budgeted accounting for the Appraisal District using QuickBooks Pro.

County Education District #9*Accountant***San Angelo, TX***01/1991-12/2002*

- Responsible for budgets, disbursements, and all accounting for the County Education District using QuickBooks Pro. The last two years of this accounting procedure was by contract.

Runnels County Appraisal District*Chief Appraiser***Ballinger, TX***09/1980-04/1990*

- Established and organized the first Appraisal District for Runnels County.
- Prepared all budgets, maintained all accounting procedures, including payroll, all billing of taxing entities, and budget adjustments.
- Responsible for all employees and the appraisal of all property in the Appraisal District.
- Attended and made many presentations at Lions Club and Rotary Club functions throughout the entire county to inform as many citizens as possible as to the responsibilities and duties of the Appraisal District.
- Collected Taxes for Olfen Independent School District.

Eula Independent School District*Business Manager-Tax Assessor/Collector***Rt. 1 Clyde, TX***07/1978-08/1980***Sundown Independent School District***Business Manager-Tax Assessor/Collector***Sundown, TX***07/1976-06/1978***Trent Independent School District***Business Manager-Tax Assessor/Collector***Trent, TX***04/1973-06/1976*

- Appraised all taxable property with the exception of mineral property and oil company personal property and collected taxes for the school district.
- Maintained all accounting procedures, including payroll and accounts payable.
- Assisted School Superintendent in preparing yearly budget.



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 cityadministrator@cityofrhode.com

AGENDA ITEM 5