



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

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

Mayor  
Patricia Mitchell

City Council

Mayor Pro-Tem,  
Place 1  
Josh McCabe

Place 2  
Michelle Tye

Place 3  
Elaine Priest

Place 4  
Kathy Konegni

Place 5  
Patrick Meehan

Interim City  
Administrator  
Eric Debus

City Attorney  
Carvan Adkins

City Secretary  
Shaina Odom

Interim Fire Chief  
Michelle Di  
Credico

Police Chief  
Eric Debus

Public Works  
Director

## NOTICE OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, October 27, 2022

Regular Session: 6 pm

Executive Session: Immediately Following Regular Session

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

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

Live Streaming the meeting using GoToMeeting.

**Please call 1 (646) 749-3129 Access Code 799-049-605**

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

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

### Regular Session: 6 pm

### Call to Order and Establish a Quorum –

Invocation – Pastor Jeremy Laux

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

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

### Public Comments

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

- Annual Truck or Treat at Rhome Family Park - October 31, 2022 5 pm to 9 pm

### **Consent Agenda**

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

- A. Minutes of City Council Regular Session dated September 22, 2022 **(City Secretary)**
- B. Interlocal Agreement for Fire Protection Services with Wise County **(Interim Fire Chief)**
- C. Resolution 2022-16 for Oncor Electric rate increase Denial **(City Secretary)**

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

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

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

### **Regular Agenda – New Business**

- E. Discussion and any necessary action regarding ADA park swing **(Mayor)**
- F. Discussion and any necessary action regarding a Proclamation designating October 9-15, 2022 as Fire Prevention Week **(Mayor)**
- G. Discussion and any necessary action regarding closing bank accounts **(City Secretary)**
- H. Clarification and necessary action related to the Texas Dual Office Holding and Incompatibility Law. **(Mayor)**
- I. Clarification and necessary action related to the publication of public hearing notices. **(Mayor)**

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

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

- J. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney
- K. 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
- L. Section 551.074 Personnel – discuss appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or hear complaint or charge against officer or employee in executive session unless officer or employee requests a public hearing

- **City Administrator**

- M. 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 – New Business**

- N. Discussion and any necessary action regarding Executive Session

### **Future Agenda Items**

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

## Adjourn

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

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

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

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

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

**CERTIFICATION:** I do hereby certify that the above City Council Agenda was posted on the designated bulletin board located at City Hall, 501 South Main Street, Rhome, Texas by 6pm on October 24, 2022.



Shaina Odom, City Secretary

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

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



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## AGENDA ITEM A



## Agenda Commentary

Meeting Date: 10/27/2022

Department: Administration

Contact: Shaina Odom

Agenda Item: A. Minutes of City Council Regular Session dated September 22, 2022

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

### Summary-Background:

x

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

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

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

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

### Supporting Documents Attached: Yes

x

Recommendation: Approval of City Council Minutes dated September 22, 2022

x



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City Secretary  
Shaina Odom

Interim Fire Chief  
Michelle Di  
Credico

Police Chief  
Eric Debus

Public Works  
Director

## MINUTES OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, September 22, 2022

Regular Session: 6 pm

Executive Session: Immediately Following Regular Session

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

### Regular Session: 6 pm

### Call to Order and Establish a Quorum –

Council Member Konegni was absent

### Invocation – Pastor Jeremy Laux

Pastor Jeremy Laux led the Invocation

### Pledge of Allegiance to the American Flag

### Pledge of Allegiance to the Texas Flag

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

### Public Comments

1. *The Council is not permitted to take action on or discuss any comments made to the Council at this time concerning an item not listed on the agenda. However, a Council Member or Mayor may make a statement of fact regarding the item, make a statement concerning the policy regarding the item and/or may propose that the item be placed on a future agenda or direct the City Administrator to contact the individual to address. If you are attending the meeting via Live Streaming, and you would like to make a Public Comment, you must email the City Secretary at [citysecretary@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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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.*
  - JoAnn Wilson – 240 W First Street
  - Susanne Hunt - 605 Troxell Blvd
  - Lisa Ann Wilson – Read by JoAnn Wilson – 240 W First Street

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

- Bulk Trash Pick-Up – First Tuesday of Each Month
- Quarterly Household Hazardous Waste Pick-Up – October 11, 2022 (Tuesday)
- City Offices Closed October 10, 2022 – Columbus Day
- National Night Out – October 04, 2022 (Mayor Pro-Tem McCabe)

### **Consent Agenda**

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

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

Mayor Pro-Tem McCabe made a motion to approve the consent agenda as presented, Council Member Meehan seconded the motion. Motion passed unanimously.

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

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

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

Mayor Mitchell asked questions on the Administration report regarding the bank account funds. City Secretary Shaina Odom stated the funds were moved into the Business Checking account and all funds were in compliance with the laws.

### **Regular Agenda – Old Business**

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

Interim City Administrator, Eric Debus, stated one contractor backed out, and another was ill, so we were waiting to hear back from them. No action was taken.

### **Regular Agenda – New Business**

- E. Discussion and any necessary action regarding City Hall Lease **(City Administrator)**

Council Member Meehan made a motion to pay for two years on the City Hall lease, instead of one, to avoid a 10% increase on the 2024 lease. Mayor Pro-Tem McCabe seconded the motion. Motion passed unanimously.

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

Mayor Pro-Tem McCabe made a motion to approve the Active Shooter policy and authorized Interim City Administrator, Eric Debus, to execute a grant for ballistic shields. Council Member Meehan seconded the motion. Motion passed unanimously.

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

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

- G. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney
  - Consultation with Attorney
  - Newark ETJ CCN
  - FM 4668
- H. Section 551.072 Deliberation regarding Real Property - purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on position of the governmental body in negotiations with a third person

- I. Section 551.074 Personnel – discuss appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or hear complaint or charge against officer or employee in executive session unless officer or employee requests a public hearing
- J. Section 551.087 – Deliberations regarding Economic Development Negotiations – to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to locate, stay or expand in or near the City and with which the City is conducting economic development negotiations

No action was taken regarding executive session

**Future Agenda Items**

**Mayor Mitchell- ADA Compliant swing at the park**

**Adjourn**

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

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Patricia Mitchell,

Mayor

ATTEST:

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Shaina Odom  
City Secretary





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## AGENDA ITEM B



## Agenda Commentary

Meeting Date: 10/27/2022

Department: Fire Department

Contact: Michelle Di Credico

Agenda Item: B. Interlocal Agreement for Fire Protection Services with Wise County

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

Summary-Background: This is an annual interlocal for fire protection services with Wise County.

The monthly amount has been increased to \$5,021.50 or \$60,258 annually which represents \$8,258 more than budgeted for Fiscal Year 2022-2023.

Funding Expected: ☐ Revenue ☐ Expenditure ☐ N/A

Budgeted Item: ☐ Yes ☐ No ☐ N/A

GL Account: ☐ Amount: ☐

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

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

Supporting Documents Attached: Yes

x

Recommendation: Staff is asking for approval to execute the Interlocal Agreement for Fire Protection Services with Wise County

x



**WISE COUNTY ASSET CONTROL OFFICE**

**P.O. Box 952  
400 W Walnut  
Decatur, TX 76234**

Phone – 940-627-3312

Fax – 940-627-4717

September 16, 2022

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

**WISE COUNTY ASSET CONTROL  
VERIFICATION FORM  
400 West Walnut  
Decatur, Texas 76234  
(940) 627-3312**



The undersigned verifies that the following Wise County Asset(s) are still in their possession as of the date indicated on this sheet.

WISE COUNTY FIXED ASSET ID# \_\_\_\_\_

ITEM DESCRIPTION \_\_\_\_\_

SERIAL NUMBER \_\_\_\_\_

WISE COUNTY FIXED ASSET ID# \_\_\_\_\_

ITEM DESCRIPTION \_\_\_\_\_

SERIAL NUMBER \_\_\_\_\_

WISE COUNTY FIXED ASSET ID# \_\_\_\_\_

ITEM DESCRIPTION \_\_\_\_\_

SERIAL NUMBER \_\_\_\_\_

Date \_\_\_\_\_

FIRE DEPARTMENT NAME \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

FIRE CHIEF SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
ASSET CONTROL

\_\_\_\_\_  
DATE

**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 2022-2023**

**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 \$5,021.50 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, 2022, 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, 2023.

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 1<sup>st</sup> day of October, 2022

**WISE COUNTY**

\_\_\_\_\_  
Wise County Judge

Date: 9-21-22

**CITY OF RHOME**

BY: \_\_\_\_\_

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

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

**WISE COUNTY FIRE MARSHAL**

\_\_\_\_\_  
Wise County Fire Marshal

Date: 9-20-22

**VOLUNTEER FIRE DEPARTMENT OF RHOME**

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

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

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

**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 2022-2023**

**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 \$5,021.50 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, 2022, 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, 2023.

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 1<sup>st</sup> day of October, 2022

**WISE COUNTY**



Wise County Judge

Date: 9-21-22

**CITY OF RHOME**

BY: \_\_\_\_\_

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

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

**WISE COUNTY FIRE MARSHAL**



Wise County Fire Marshal

Date: 9-20-22

**VOLUNTEER FIRE DEPARTMENT OF RHOME**

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

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

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





Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

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

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

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## AGENDA ITEM C

## MODEL STAFF REPORT REGARDING ONCOR ELECTRIC'S REQUESTED RATE CHANGE

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### **Purpose:**

On May 13, 2022, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about \$6.02 per month.

In a prior City action, Oncor’s rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor (“Steering Committee”), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor’s request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor’s filing (i.e. PUC Docket No. 53601) currently pending at the Commission.

All cities with original jurisdiction will need to adopt the Resolution ***prior to October 30, 2022.***

### **Explanation of “Be It Resolved” Sections:**

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section states that the Company’s current rates shall not be changed.
3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.
4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides Oncor and counsel for Cities will be notified of the City’s action by sending a copy of the approved and signed resolution to counsel.

**RESOLUTION NO. 2022-16**

**A RESOLUTION OF THE CITY OF RHOME, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

WHEREAS, the City of Rhome, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about May 13, 2022, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

PASSED AND APPROVED this 27<sup>th</sup> day of October, 2022.

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Mayor  
Patricia Mitchell

ATTEST:

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City Secretary  
Shaina Odom

APPROVED AS TO FORM:

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City Attorney  
Carvan E. Adkins



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 D



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

RhOME, Texas 76078

Telephone: 817-636-2462

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

## Administration by the Numbers – September 2022

### Bank Statement Balances

Account Name	Balances as of September 2021	Balances as of September 2022
2019 Bond Checking	\$9,909.06	\$0.00
Business Checking	New Account 2022	\$2,266,641.24
Fire Dept Checking	\$95,353.49	\$92,435.58
Fire Dept Savings - Quarterly Statement	\$40,949.03	\$ 40,949.03
General Fund Checking	\$585,722.04	\$681,039.55
General Fund Savings	\$270,855.47	\$220,318.42
Hotel Motel Tax	\$87,488.74	\$17.28
Interest & Sinking	\$92,692.11	\$440,984.92
LOGIC	\$912,828.06	\$332,173.12
MC Building Security	\$35,355.11	\$8.09
MC Technology Fund	\$16,915.04	\$.21
Meter Deposits	\$100,896.56	\$121,882.30
Parks & Recreation Checking	\$31,098.50	\$10.29
Payroll ZBA Account	\$0.00	\$0.00
Police Grant Account	\$2836.08	\$.55
Police Seizure Funds	\$12,076.28	\$2.38
RhOME Beautification Fund	\$451.00	\$1140.00
Rolling V	\$27,578.54	\$0.00
TEXSTAR	\$81,900.54	CLOSED
Water & Sewer Checking	\$80,020.70	\$247,737.57
<b>TOTAL</b>	<b>\$2,484,926.35</b>	<b>\$4,445,340.53</b>

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

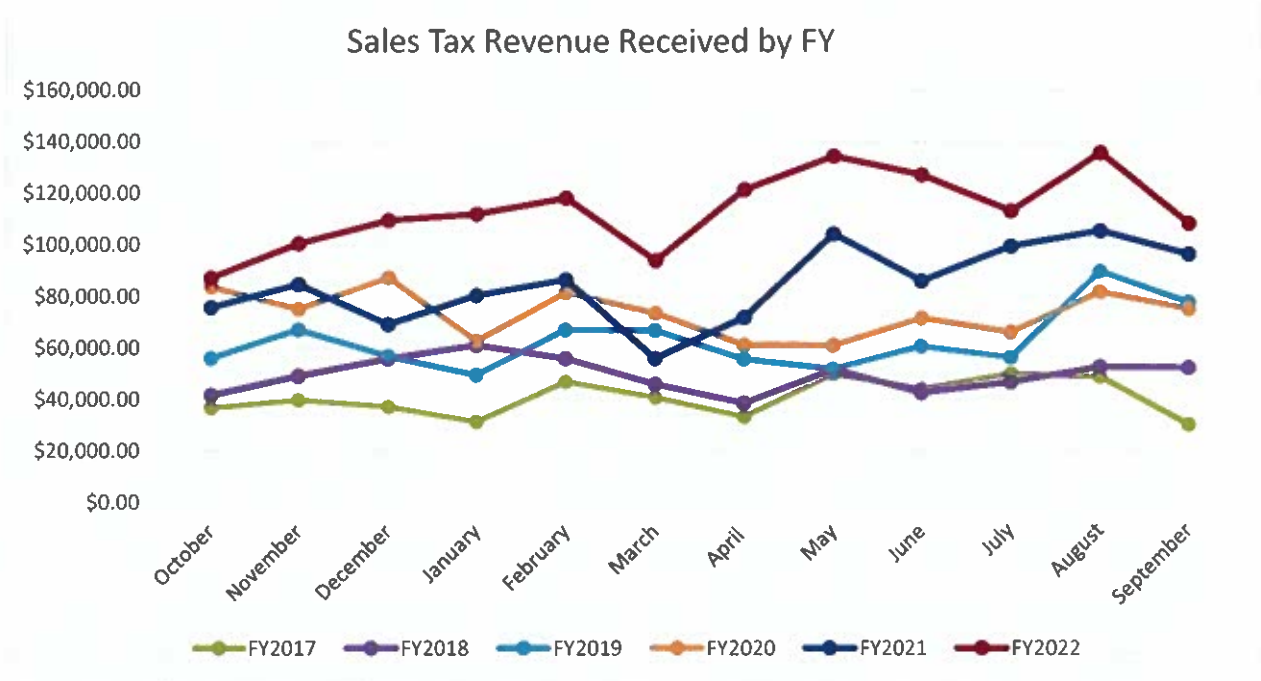
During the month of September 2021, the following account was closed:

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

## Fiscal Year Sales Tax Revenue Received

September 2022 –

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	
November	\$39,909.64	\$49,257.27	\$67,076.39	\$75,077.06	\$84,636.19	\$100,616.96	
December	\$37,325.73	\$55,857.75	\$56,827.29	\$87,313.44	\$69,183.69	\$109,601.99	
January	\$31,401.41	\$61,139.42	\$49,719.73	\$62,703.14	\$80,355.58	\$112,070.99	
February	\$47,000.93	\$56,030.60	\$67,180.35	\$81,459.72	\$86,432.78	\$118,263.75	
March	\$40,837.42	\$46,156.35	\$66,853.76	\$73,488.63	\$56,025.15	\$93,857.59	
April	\$33,361.07	\$38,766.96	\$55,814.51	\$61,205.25	\$71,816.35	\$121,488.55	
May	\$49,987.00	\$51,754.08	\$52,022.35	\$61,014.98	\$104,220.79	\$134,530.78	
June	\$43,940.94	\$42,538.20	\$60,712.41	\$71,595.88	\$86,028.11	\$127,257.66	
July	\$49,928.81	\$46,649.99	\$56,382.32	\$66,189.23	\$99,504.10	\$113,283.50	
August	\$48,878.03	\$52,698.74	\$89,739.58	\$81,658.50	\$105,530.55	\$135,847.46	
September	\$30,263.17	\$52,300.18	\$77,788.90	\$75,181.40	\$96,366.36	\$108,366.36	
<b>Total</b>	<b>\$489,595.61</b>	<b>\$594,864.73</b>	<b>\$756,112.07</b>	<b>\$880,635.57</b>	<b>\$1,015,847.29</b>	<b>\$1,362,425.94</b>	



2022-288	Juan Hurtado	1-Sep	9/16	33°04'58.0"N 97°28'30.9"W Plus or minus 2840' south of HWY 287 Requesting existing utilities such as water lines, sewer lines, storm sewer, etc. As-built documents. I have also attached an image with the location we would like.	10	9/12
2022-289	Carole Bartholomew	9/2	9/19	Please email me the issued permits for new residential, commercial, and swimming pools with contactor, job address, sq foot, and issue date. In August 2022. This is something I want each month and will request it through here.	30	9/20
2022-290	Deborah BeCraft	9/2	9/19	1. All invoices for repairs for fire vehicles, including but not limited to brush trucks, fire trucks, suv, skid unit, or other units that carry the fire dept logo for 2022	120	10/6
2022-291	Deborah BeCraft	9/2	9/19	1. All paid receipts for repairs for above same vehicles for 2022	120	10/6
2022-292	Terry and Elaine Priest	7-Sep	9/21	As private citizens, we are asking for a copy of a Police Report made by Chief Debus regarding a verbal attack made by Patricia Mitchell at a Senior luncheon. The report may also include another incident involving an obscene gesture made to City Officer(s) by Ms. Mitchell.	30	9/20
2022-293	Lisa Ann Wilson	9-Sep	9/23	Please provide copies of invoice for legal fees from TOASE for the period 8-4-22 – 9-9-22 or any other legal fee charge as a result of a request from the interim city administrator. Also include any requests from Department heads or Interim Fire Chief. Feel free to redact any information restricted from release.		
2022-294	Chris Parrott	12-Sep	9/26	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, 2022 - August 31, 2022. 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	10/6
2022-295	Lisibeth Ocampo	14-Sep	9/28	Requesting residential code violations report from 8/01/22 to present along with a list of fire damaged residential properties from 08/01/2022 to present.		



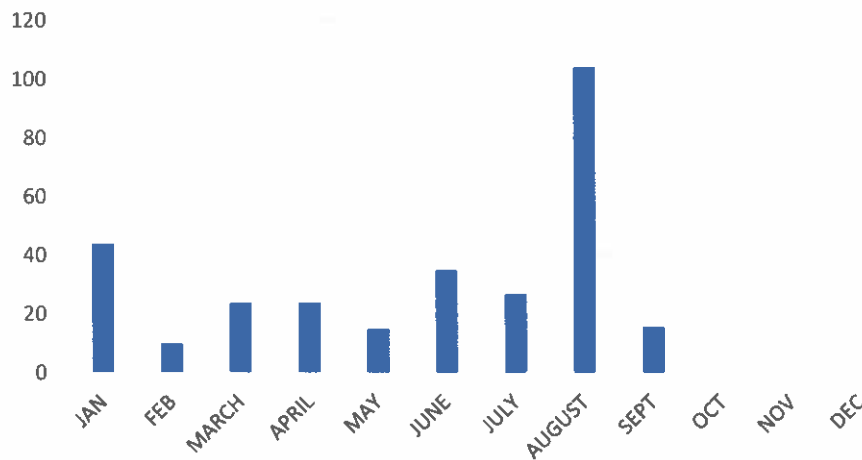
2022-296	Deborah BeCraft	21-Sep	10/4	1. Under open records I would like to request : A copy of the credit card statements for city hall for January, February, March, and April 2022 and who is authorized to use		
2022-297	Sam Eason	22-Sep	10/6	Would you please provide any and all documents including but not limited to checks, resolutions and contracts submitted to the Mayor for signature that she failed to sign?	45	10/6
2022-298	Deborah BeCraft	23-Sep	11-Oct	Payroll for the fire dept from bank statement dated Jun 1, 2022 in the total amount of \$28,113.60 with a breakdown of who received the monies and how much each received.		
2022-299	Deborah BeCraft	23-Sep	11-Oct	Any invoices, checks, ACH or draft or other documents showing where the 28,113.60 was distributed I realize the 3,856.82 was paid to fica and fit. I am only asking for documents for the 3 payments of 1,244.86 and the one payment of \$20,522.20.		
2022-300	Deborah BeCraft	23-Sep	11-Oct	I am requesting a copy of the atty bill for the month of June, July, Aug and Sept (Sept only if we have it yet)		
2022-304	Ruby Sargento	30-Sep	10/17	I am requesting a list of all residential properties in the city of RHOME that had Fire any time between September 1, 2022 and September 30, 2022. I only need the property addresses. I do not want any other information regarding the fire damage		
2022-305	Ruby Sargento	30-Sep	10/17	I am requesting a list of all residential properties in the city of RHOME Grass/Weed violations any time between September 1, 2022 and September 30, 2022. Kindly make sure that the response list will only include High or Tall Grass/Weed Code Violations. I only need the property addresses. I do not want any other information regarding the code violation.		
2022-306	Ruby Sargento	30-Sep	10/17	I am requesting a list of all residential rental properties in the city of RHOME that were registered any time between September 1, 2022 and September 30, 2022. I only need the property addresses. I do not want any other information regarding the rental properties.		

## Requests for Information:

### Calendar YTD Requests for Information

Requests Received	287
Pending / Open	42
Sent for Attorney General Opinion (RFO)	26
Complete / Closed	219
Requestor Fees – <i>in an effort to streamline, responses less than 50 pages will be emailed to the requestor to reduce supply costs and staff time</i>	\$6.00
Approximate Staff Time	166.5 HRS
Approximate Supply Cost	\$9
Approximate Staff Cost	\$4160.50

ORR Number of Requests 2022





Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

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

## Building and Development

September 2022

FY 2021-2022

Permits Issued:	17	213
Building Permit	6	47
Certificate of Occupancy		4
Electrical Permit:	4	30
Plumbing Permit:		11
Lights on Inspection		
Mechanical		4
Moving Structure	3	64
Irrigation Permit		
Demolition		4
Pelim/Final Plat	2	7
Right of Way		2
Concrete		1
Solicitor	1	2
Fire Alarm		
Fire Sprinkler		
Specific Use		1
Health Permit		20
Zoning Change		
Liquid Waste		
Backflow		
Sign		3
Event	1	1
Type:	Address:	Assoc. Permits:
Event	Rhome Pavilion	
Building	1301 Speedway	
	1120 Mount	
	1134 Meadowlark	
	1119 Meadowlark	
	1216 Alliance	
	298 Aurora	
Solicitor	Cooks Children Drive	



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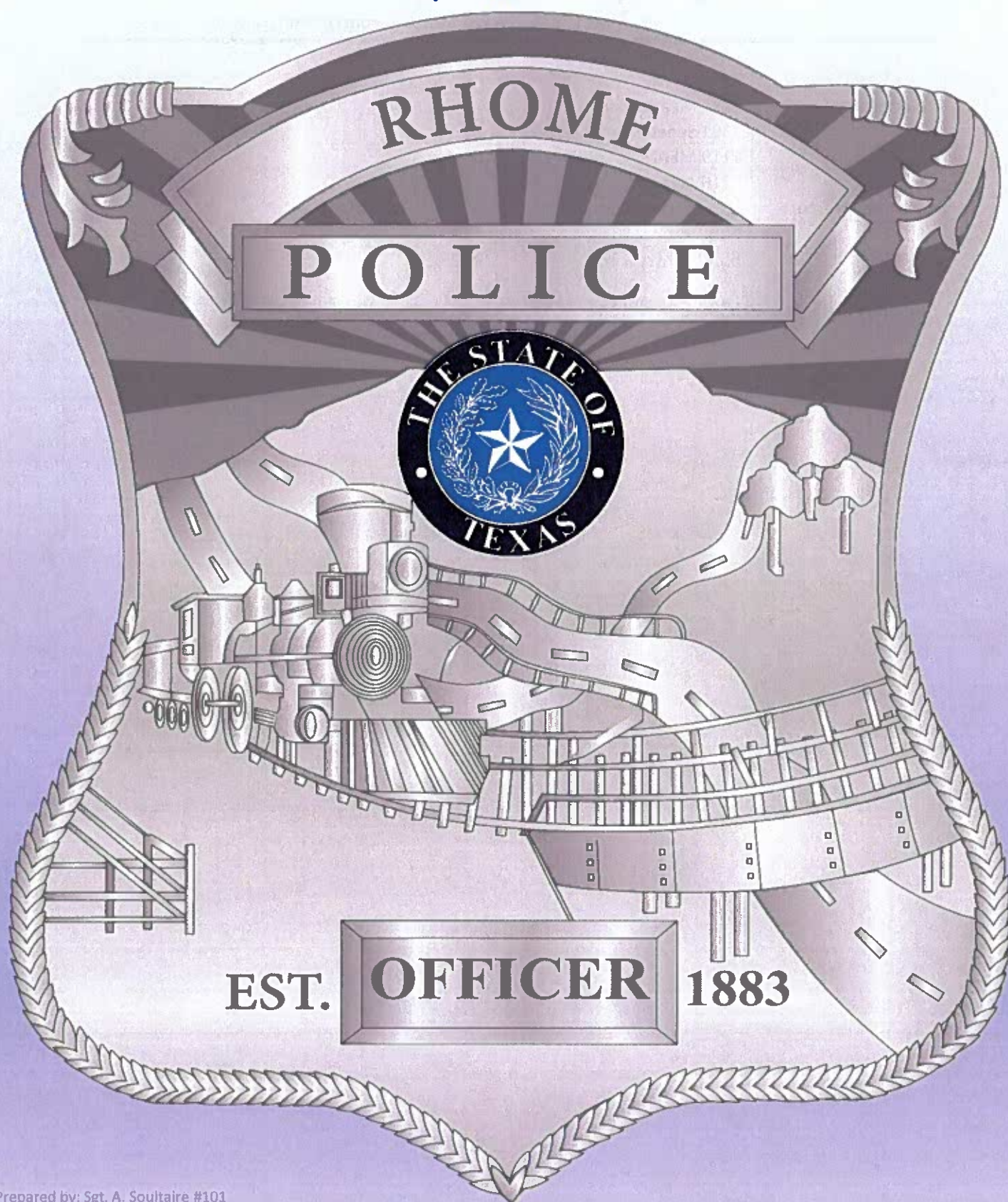
Electrical	1134 Meadowlark	
	1301 Speedway	
	1119 MEADOWLARK	
	1216 Alliance	
Moving Structure	6550 E hwy 114	
	6550 E hwy 114	
	6550 E hwy 114	
Prelim/Final Plat	5399 E hwy 114	
	Prop id 748582	



# Rhome Police Department

Monthly Council Report

September 2022





# Rhome PD Updates

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!!**





# Rhome PD Updates

On Sunday 09/11/2022, the Antioch Baptist Church on Main Street hosted the Rhome Police Department as well as the Rhome Fire Department for a special First Responder Service. Not only did they grace us with this honor, but they provided a goodie bag and a personalized Bible for each officer. We are proud to have the support of our community and we strive to earn it each and every day. Pastor Heath VanZandt is not only the Pastor for Antioch Baptist Church but is the Rhome Police Department Chaplain.





# Rhome PD Updates

## New Radios

In 2021 the Rhome Police Department was approved \$80,000 for the purchase of new radios. Rhome Officers had been using the same radios for several years and some had resorted to purchasing their own on eBay. Clearly, this situation was a detriment to officer safety and placed the department in a precarious liability standpoint. With the budget approval, work began to find the best equipment that will serve officers for years to come. **Officer Marc Stanwyck**, being highly knowledgeable about radios and their functioning, was tasked with finding the right equipment.

After much research and consultation, Officer Stanwyck found the perfect solution. He selected new models of Kenwood Viking Radios that are not only high quality but cost effective. Rhome PD was able to acquire all needed equipment for about half the cost expected.



Not only did Officer Stanwyck save money on the equipment but utilized his knowledge and experience by programming and installing the in-car radios himself. Officer Stanwyck also programmed the individual officer's portable radios. Through his hard work and diligence, Officer Stanwyck is to be commended for ensuring officer safety through his work on communications as well as the cost savings to the City of Rhome.





# Training

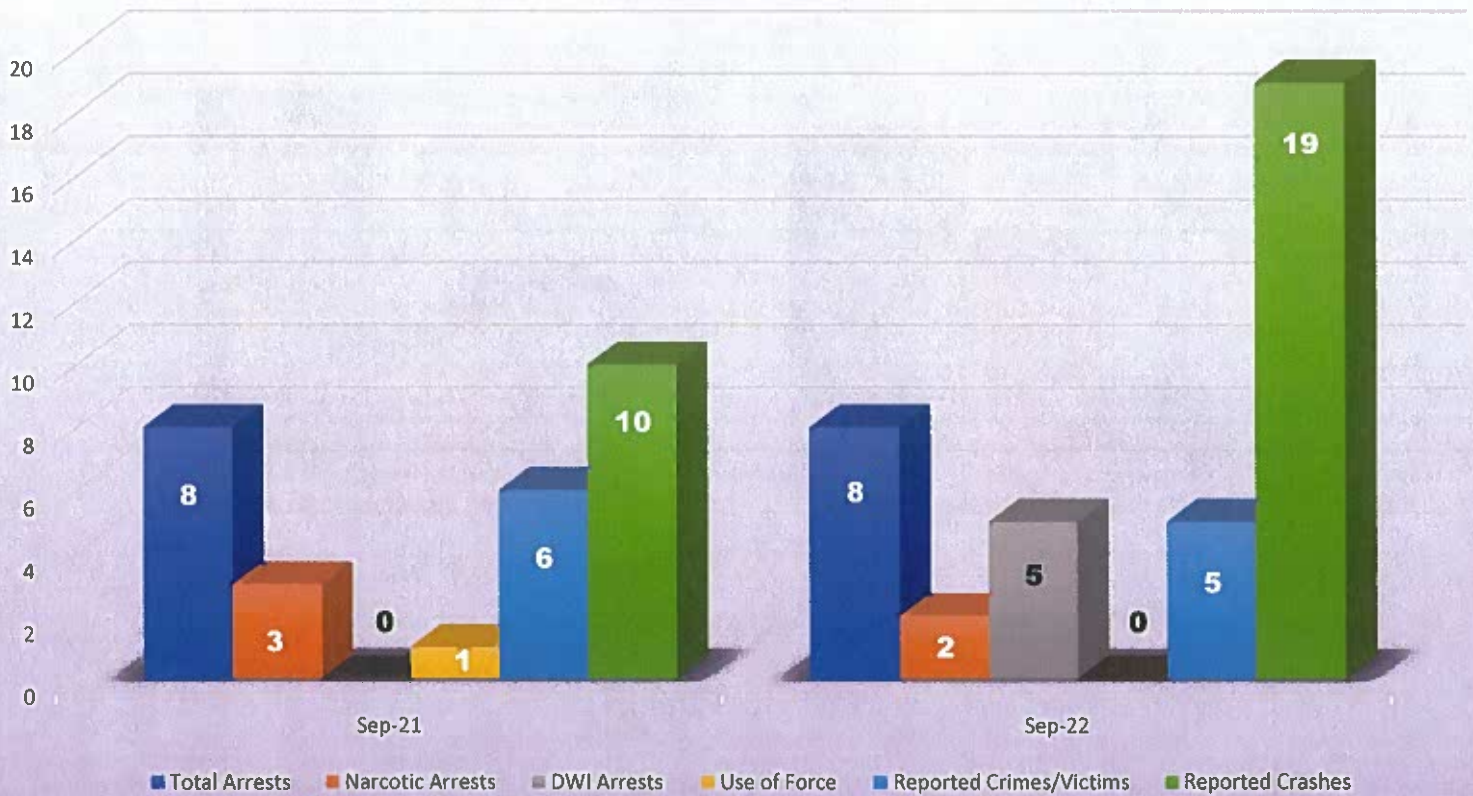
**Officer Hachtel:** Completed the 24-hour Patrol Rifle Course. This course is required by TCOLE for an officer to carry a patrol rifle.

**Officer Moore:** Completed the TCOLE mandated 87<sup>th</sup> Legislative Update. Every Peace Officer in Texas is mandated to complete the Legislative Update every 2 years. This class gives the officer all the updates to the laws and statutes.

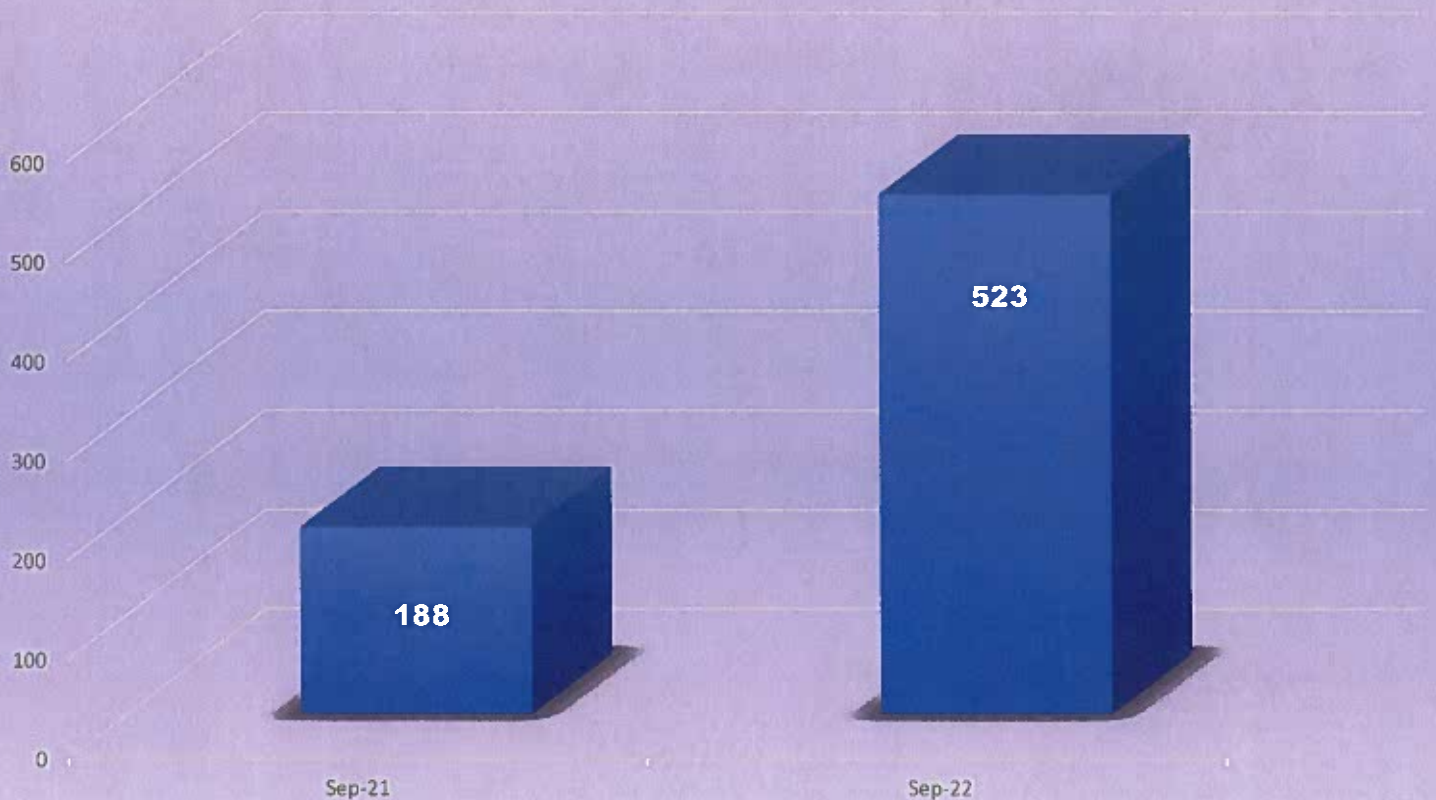
**Chief Debus, Sergeant Richie, and Sergeant Soultair** attended a Threat Assessment training hosted by the Wise County Sheriff's Office and presented by the FBI. This was intended to not only equip officers with the information needed to assess potential threats, but who to contact if one is found.

# Monthly Statistics

## Monthly Activity



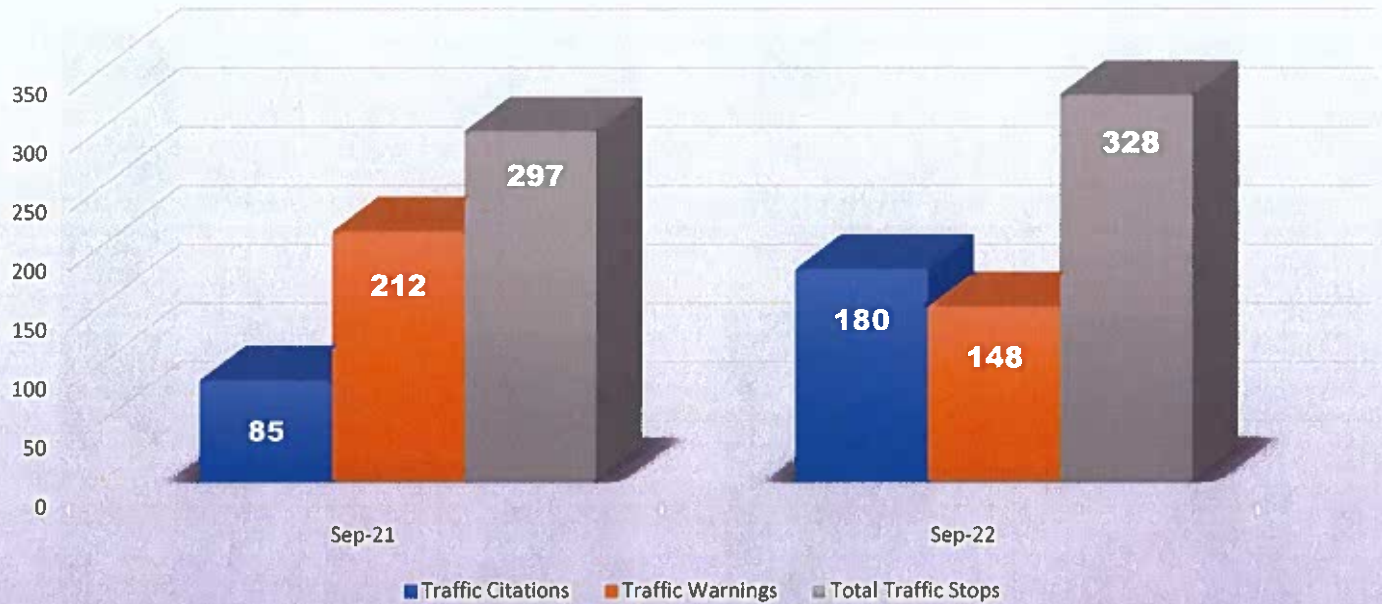
## Calls For Service



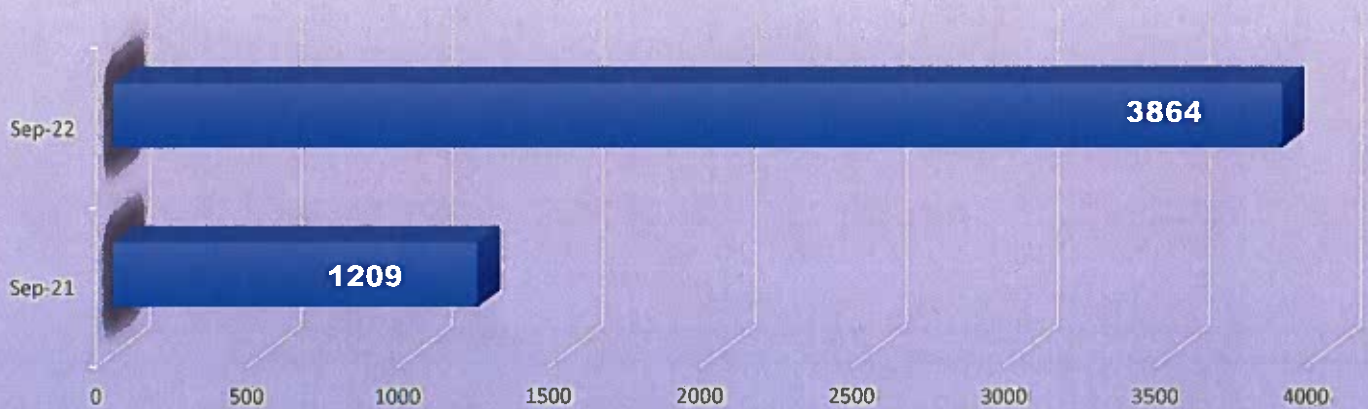


# Monthly Statistics

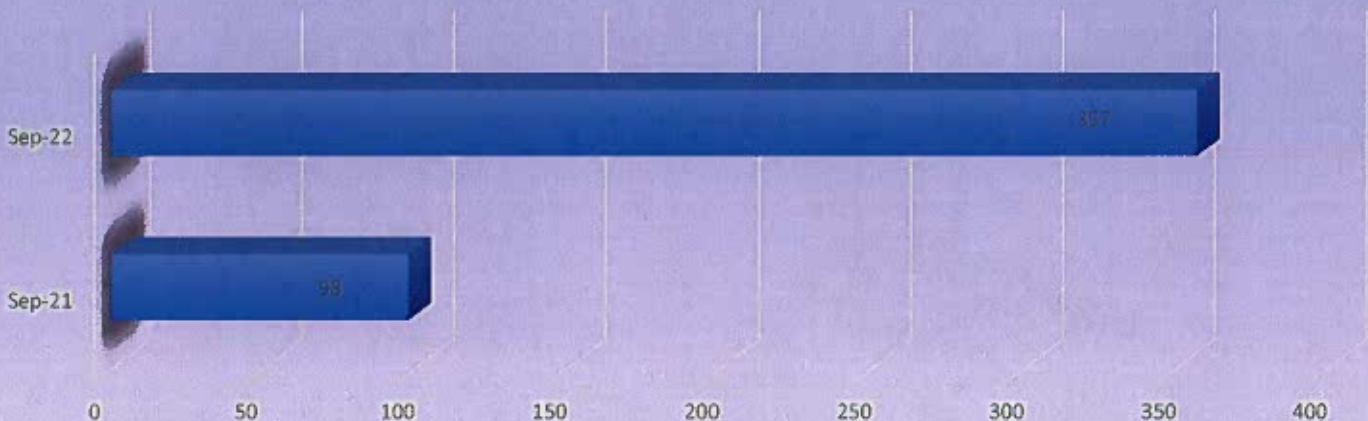
## Citations



## Security Checks



## Neighborhood Patrols



## Narcotics Seized

## THC

**236.5 Grams**

## Pills

### 0.10 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.

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

I am always available if you have any further questions.

***Eric Debus***

Chief of Police

Rhome Police Department



## **Code Enforcement Monthly Report**

### **Rhyme Police – September 2022**

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

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

**New violations cases opened –**

9/4 - 608 Troxell – high grass/weeds  
9/4 - 621 Troxell – 2<sup>nd</sup> violation high grass/weeds – sent to contractor to mow  
9/4 - 716 Stirling – high grass/weeds  
9/4 - 508 Stirling – high grass/weeds  
9/4 - 132 Kensington – 2<sup>nd</sup> violation high grass/weeds – sent to contractor to mow  
9/4 - 124 Kensington – high grass/weeds  
9/4 - 138 Kings Way Dr – 2<sup>nd</sup> violation high grass/weeds – sent to contractor to mow  
9/4 - 125 Kings Way Dr – high grass/weeds  
9/4 - 101 Kings Way Dr – 2<sup>nd</sup> violation high grass/weeds – sent to contractor to mow  
9/4 - 208 Kings Way Ct – high grass/weeds  
9/4 - 236 Kings Way Ct – high grass/weeds  
9/4 - 204 Kings Way Ct – high grass/weeds  
9/4 - 417 Stirling – high grass weeds  
9/4 - 235 W 1<sup>st</sup> – high grass weeds  
9/4 - 135 N Old Mill – 2<sup>nd</sup> violation high grass/weeds – sent to contractor to mow  
9/4 - 160 E 1<sup>st</sup> – 2<sup>nd</sup> violation high grass/weeds – sent to contractor to mow  
9/4 - Old Mill Library lot – high grass/weeds  
9/12 – 232 Kings Way Ct – high grass/weeds  
9/12 – 112 Kensington Ct – high grass/weeds  
9/12 – 113 Troxell – high grass/weeds  
9/12 – 1307 Speedway – 2<sup>nd</sup> violation high grass/weeds  
9/14 – 1102 Ellis Ln – high grass/weeds  
9/17 – 430 S. Old Mill - 2<sup>nd</sup> violation high grass/weeds – sent to contractor to mow  
9/17 – 601 Old Mill – 2<sup>nd</sup> violation high grass/weeds – sent to contractor to mow  
9/18 – 138 Kings Way Dr – 3<sup>rd</sup> violation high grass/weeds – sent to contractor to mow  
9/18 – 112 Kensington Ct – trailer parked in street, missing wheel  
9/21 – 0 School Rd (QT lot) – 2<sup>nd</sup> violation high grass/weeds over 24" – sent to contractor to mow

9/22 – 360 W BC Rhome – high grass/weeds  
9/22 – 360 W BC Rhome – junked vehicle in front yard  
9/22 – 104 Troxell – 2<sup>nd</sup> violation high grass/weeds – sent to contractor to mow  
9/22 – 604 Troxell – high grass/weeds  
9/22 – 325 BC Rhome – high grass/weeds  
9/26 – 1213 Alliance – junked vehicles in front yard  
9/26 – 1218 Alliance – junked vehicles in front yard  
9/27 – 125 Hampton Ct – high grass/weeds  
9/27 – 200 Troxell – 2<sup>nd</sup> violation high grass/weeds – sent to contractor to mow  
9/27 – 165 W First – high grass and weeds  
9/27 – 200 S Dogwood – high grass and weeds  
9/27 – 199 W Morris – high grass and weeds  
9/27 – 115 School Rd – 2<sup>nd</sup> violation high grass and weeds – sent to contractor to mow  
9/27 – 140 School Rd – high grass/weeds

#### **Violations closed due to compliance – 24**

216 Troxell – Property mowed by resident  
620 Troxell – Property mowed by resident  
1108 Mourning Dove – Vehicles removed from grass and registered  
416 Stirling – Property mowed by resident  
417 Stirling – Trailer moved from front yard  
137 Kings Way Dr – Property mowed by resident  
133 Kings Way Dr – Property mowed by resident  
608 Troxell – Property mowed by resident  
621 Troxell – 2<sup>nd</sup> violation, property mowed by city contractor  
716 Stirling – Property mowed by violator  
508 Stirling – Property mowed by violator  
132 Kensington Ct – Property mowed by resident  
138 Kings Way Dr – Property mowed by resident  
125 Kings Way Dr – Property mowed by resident  
101 Kings Way Dr – Property mowed by resident  
236 Kings Way Ct – Property mowed by resident  
204 Kings Way Ct – Property mowed by resident  
135 N Old Mill – 2<sup>nd</sup> violation, property mowed by property owner  
160 E. First – Property mowed by property owner  
Rhome Library Old Mill – property mowed resident  
417 Stirling – Property mowed by resident  
208 Kings Way Ct – Property mowed by resident  
124 Kensington Ct – Property mowed by resident  
1102 Ellis Ln – Property mowed by resident  
232 Kings Way Ct – Property mowed by resident

113 Troxell – Mowed by city contractor  
430 S. Old Mill – Mowed by city contractor  
601 S. Old Mill – Mowed by city contractor  
112 Kensington Ct – mowed by resident  
138 Kings Way Dr – mowed by city contractor  
115 School Rd – mowed by city contractor  
140 School Rd – mowed by property owner  
200 S. Dogwood – mowed by property owner  
360 B.C. Rhome – mowed by property owner

**City ordinance calls responded to – 1**

**Estimated labor hours spent on code enforcement for month – 46 hours**





## ***RHOME MUNICIPAL COURT***

COURT ACTIVITY	APR 2022	MAY 2022	JUNE 2022	JULY 2022	AUG 2022	SEPT 2022
<b>Monthly Violation Activity</b>						
<i>Violations issued:</i>	198	153	232	232	225	186
<i>Average speed over posted limit:</i>	17.16	20.25	15.88	15.88	18.45	17.44
<i>Fines/Fees/Costs Levied (for issued violations):</i>	\$55,447.00	\$46,361.00	\$63,881.00	\$63,881.00	\$66,089.00	\$53,058.00
<i>Citations closed:</i>	170	180	142	142	120	219
<i>Citations dismissed (best interest/compliance)</i>	36	52	36	36	49	59
<b>Court Fines/Fees/Costs Revenue</b>						
<i>Total Court Revenue:</i>	\$38,484.48	\$44,905.42	\$38,670.91	\$32,031.46	\$30,922.43	\$34,982.98
<i>Court Security Fund Revenue:</i>	\$635.71	\$710.95	\$641.94	\$536.72	\$527.90	\$601.58
<i>Court Technology Fund Revenue:</i>	\$540.90	\$607.66	\$550.33	\$469.86	\$463.97	\$505.33

COURT ACTIVITY	APR 2022	MAY 2022	JUNE 2022	JULY 2022	AUG 2022	SEPT 2022
<b>Private Collections Activity</b>						
<i>Total # of violations paid:</i>	33	45	36	34	31	24
<i>Total amount collected:</i>	\$11,611.60	\$13,914.32	\$11,551.19	\$11,337.90	\$9,748.37	\$8,360.26
<i>Less 30% owed to Private Collections (commission)</i>	\$2,680.12	\$3,211.00	\$2,664.28	\$2,616.44	\$2,247.94	\$1,929.38
<b>Monthly Court Expenditures</b>						
<i>Contract Labor (Presiding Judge)</i>	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
<i>Legal Fees (State's Attorney/Prosecutor)</i>	\$1,215.00	\$600.00	\$1,099.50	\$1,307.50	\$410.10	(pending Invoice)
<i>DART Courier Services (transport files to prosec &amp; judge)</i>	\$87.92	\$131.88	\$200.30	\$88.72	\$105.69	\$84.04
<i>GHS – Private Collections Company (30% fee of total collected)</i>	\$2,680.12	\$3,211.00	\$2,664.28	\$2,616.44	\$2,247.94	\$1,929.38



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

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## AGENDA ITEM E



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

10/10/2022  
 Quote #  
 162635-01-01

## City of Rhome - Zero G Chair

City of Rhome  
 Attn: Sean Densmore  
 501 South Main  
 Rhome, TX 76078  
 Phone: 817-913-5361  
 publicworks@cityofrhome.com

Ship to Zip 76078

Quantity	Part #	Description	Unit Price	Amount
1	8555	GameTime - 3 1/2" Zero-G Chair (2-5)-Galv Chain [Roto Plastic: _____]	\$570.00	\$570.00
Contract: Buy Board Contract #592-19			<b>Sub Total</b>	\$570.00
			<b>Material Surcharge</b>	\$89.63
			<b>Estimated Freight</b>	\$328.95
			<b>Total</b>	<b>\$988.58</b>

### Comments

Freight Calculated to Above Address; Customer is responsible for meeting the truck for delivery and unloading. A forklift may be required to unload material.

Equipment Only; Installation **NOT** included.

*Pricing is valid through 11/1/2022 only, all orders received after 11/1/2022 will be subject to 2023 pricing. All orders are subject to credit approval and may require a deposit. Any required deposit will be required at time of purchase.*



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

10/10/2022  
Quote #  
162635-01-01

## City of Rhome - Zero G Chair

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is **12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

10/10/2022  
Quote #  
162635-01-01

## City of Rhome - Zero G Chair

### ACCEPTANCE OF QUOTATION:

*Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.*

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$988.58**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature

### BILLING INFORMATION:

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### SHIPPING INFORMATION:

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



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# AGENDA ITEM F

CITY OF RHOME, TEXAS

*Proclamation*

OF RECOGNITION OF  
FIRE PREVENTION WEEK  
***FIRE WON'T WAIT. PLAN YOUR ESCAPE™***  
OCTOBER 9 - 15, 2022

WHEREAS the City of Rhome is committed to ensuring the safety and security of all those living and visiting our City; and

WHEREAS fire is a serious public safety concern, both locally and nationally, and homes are where people are at the greatest risk to fire; and

WHEREAS roughly two-thirds of home fire deaths resulted from fires in which no smoke alarms or no working smoke alarms were present; and

WHEREAS working smoke alarms cut the chance of dying in a reported fire in half; and

WHEREAS residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS the Texas Fire Code requires at least one smoke alarm on every level of the home (including the basement) and outside all sleeping areas; and

WHEREAS informing the public about the importance of smoke alarm installation and maintenance serves an essential step toward increasing the public's safety from home fires; and

WHEREAS Rhome residents are dedicated to public education measures and are able to take personal responsibility to increase their safety from fire, especially in their homes; and

WHEREAS this year is the 100th Anniversary of Fire Prevention Week and the 2022 Fire Prevention theme for this period is "Fire Won't Wait. Plan Your Escape."

NOW THEREFORE, I, Patricia Mitchell, Mayor of Rhome, do hereby proclaim October 9th to 15th, 2022 as Fire Prevention Week; and

FURTHER, encourage all residents to protect their homes and families by heeding the potentially life-saving messages of Fire Prevention Week 2022 and to support the many public safety activities and efforts of the Rhome Fire Department; and

FURTHER, challenge all residents to take responsibility for their fire safety and check their homes and ensure that they have a working smoke alarm on every floor of their house and outside their sleeping areas, as well as at least one working carbon monoxide alarm and have planned and practiced their home escape plan.

[SEAL]

---

Patricia Mitchell,  
Mayor





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# AGENDA ITEM G



## Agenda Commentary

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Meeting Date: 10/27/2022

Department: Administration

Contact: Shaina Odom

Agenda Item: G. Discussion and any necessary action regarding closing bank accounts

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

---

Summary-Background: Closing Pinnacle accounts and reopening new accounts at Wells Fargo eliminates need for hands on transfers of funds from one bank to another. All transfers will be available online.

---

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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Supporting Documents Attached:

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Recommendation: Staff is asking for approval to close all Pinnacle Bank accounts, and move all individual accounts to Wells Fargo

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# AGENDA ITEM H



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# AGENDA ITEM I