



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, April 18, 2024

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 (571) 317-3129

Session ID: 571-317-3129

Access Code: 327-470-429

Access Code: **327-470-429**

Toll Free Option: 1 (877) 309-2073

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

Regular Session: 6 p.m.

Call to Order and Establish a Quorum

Invocation Pastor Heath Van Zandt

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

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

Public Comments

1. The Council is not permitted to take action or discuss any comments made to the Council at this time concerning an item not listed on the agenda. However, they may make a statement of fact regarding the item or policy. They may also ask that the item be placed on a future agenda or direct the City Administrator to contact the individual to address.
2. Public Comments require the speaker to submit the sign-up form to the City Secretary prior to the meeting, are limited to 3 minutes, and the form must identify each subject the speaker plans to present.
3. There will be no yielding of time to another person. Engaging in verbal attacks, or comments intended to insult or slander any individual shall be cause for removal from Council Chambers.

Announcements from Mayor and Council Members

- April 22nd thru April 26th and April 29th and 30th – Early Voting at the Community Center
- April 27, 2024, “The Big Event” with Northwest ISD
- May 1, 2024 – Testing of Outdoor Sirens at 1:00 p.m.
- May 4, 2024, Election Day
- May 6, 2024 – Planning and Zoning Meeting at 6:00 p.m. at the Community Center
- May 7, 2024 – Bulk Trash Pick-up
- May 9, 2024 – Council Meeting at 6:00 p.m. at the Community Center

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. Approval of the Council Minutes from March 28, 2024 **(City Administrator)**

Regular Agenda

Discussion and any necessary action for the following:

1. Swearing in of Police Officer Hansen **(Chief Debus)**
2. Interlocal Agreement with Wise County Law Enforcement **(Chief Debus)**
3. Code Update – Reserve Police Officers **(Chief Debus)**
4. Driver Positions for Full Time Firefighters **(Chief Estes)**
5. Authorization with Tan Beatty for Internal Bank Reconciliations **(City Administrator)**
6. Bond Advisory Committee Bylaws **(City Administrator and City Attorney)**
7. Update to Council Calendar **(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.
 - City Secretary
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.
 - Prairie Point Development

Regular Agenda (Resume)

1. Action to be taken from Executive Session

Future Agenda Items

(Agenda items are due by 5 p.m. on 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 April 5, 2024.



Amanda DeGan, City Administrator

I certify that the attached notice and agenda of items to be considered by the Rhome City Council was removed by me from the designated bulletin board located at City Hall, 501 South Main Street, Rhome, Texas, on the ____ day of _____, 2024.

_____, Title: _____



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhyme, Texas 76078

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

www.cityofrhyme.com cityadministrator@cityofrhyme.com

AGENDA ITEM 1



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 2



Agenda Commentary
Meeting Date: April 18, 2024

Department: Police

Contact: Eric Debus, Police Chief

Agenda Item: Wise County Law Enforcement Memorandum of Understanding

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

Summary:

- Law enforcement agencies of Wise County have close working relationships.
- Police agencies, as well as the County Sheriff's Office, provide mutual aid to each other.
- Currently there is no MOU signed by each agency that participates in assisting the other agencies.
- Having MOU's in place, that have been approved by legal counsel, protects the department and their officers when assisting other Wise County law enforcement agencies.
- Attached are two agreements: Mutual Aid Law Enforcement Agreement and the Inter-Jurisdictional Pursuit Policy Agreement.

Funding Expected: ☐ Revenue ☒ Expenditure ☐ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

GL Account: _____ Amount: _____

Legal Review Required: ☒ Yes ☐ No Date Completed: March, 2024

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

History / Details / Recommendation:

The law enforcement agencies of Wise County have collaborated on a mutual aid agreement and a county-wide pursuit assistance agreement to codify our roles and responsibilities when providing assistance to our fellow law enforcement agencies. These agreements will strengthen our commitment to enhanced law enforcement efforts within Wise County and will solidify the expectations of each agency. Both agreements have passed through legal review and are ready for consideration by our respective city council members. We ask that council authorize the Chief Debus to sign the agreements.

MUTUAL AID LAW ENFORCEMENT AGREEMENT

COUNTY OF WISE §

WITNESSETH:

I. Definitions

[https://cityofrhome.sharepoint.com/sites/CityAdmin/Documents/CITYSEC/COUNCIL/AGENDAS & PACKETS/2024/010 April 18, 2024/2 - ILA Wise County Law Enforcement/Wise County Law Enforcement-RA Approved 02292024.docx](https://cityofrhome.sharepoint.com/sites/CityAdmin/Documents/CITYSEC/COUNCIL/AGENDAS%20%26%20PACKETS/2024/010%20April%2018,%202024/2-ILA%20Wise%20County%20Law%20Enforcement/Wise%20County%20Law%20Enforcement-RA%20Approved%2002292024.docx) Page 1

- a. **Aid or Assistance** means providing personnel, equipment, and resources related to law enforcement, police protection, enforcing laws, dispatching services and detention services, including but not limited to the criminal investigation, crime scene processing, tactical response (SWAT), commercial motor vehicle enforcement, canine services, securely sharing of sensitive and non-sensitive law enforcement information, and records.
- b. **Law Enforcement Officer** means any peace officer as defined in Texas Code of Criminal Procedure Article 2.12.
- c. **Law Enforcement Personnel** means any full time or part time civilian or sworn employee, including law enforcement officers and communications officers, employed by one of the Parties.
- d. **Chief Law Enforcement Officer** means the Sheriff, Chief of Police, or Chief of ISD Police. This term applies to any person designated by the Chief Law Enforcement officer to act on their behalf under this Agreement.
- e. **Requesting Agency** means the Party requesting assistance from other Parties.
- f. **Responding Agency** means the Party providing the assistance to the Requesting Party.

II. Purpose and Providing Aid or Assistance

The Parties agree to cooperate in providing Aid or Assistance with Law Enforcement Personnel as follows:

- a. **Requesting Aid or Assistance.** The Requesting Agency's Chief Law Enforcement Officer or designee, shall request Aid or Assistance, including the amount and type of equipment and resources, number of requested personnel, the specific dispatch location, and reasonable amount of time needed, through the Responding Agency's communications center or Chief Law Enforcement Officer.
- b. **Providing Aid or Assistance.** The Responding Agency's Chief Law Enforcement Officer or designee, in their sole discretion, shall determine that sufficient Law Enforcement Personnel, equipment, and resources are available for the specific assignment and that the health, safety, and welfare of the Responding Agency's citizens will not be endangered by dispatching resources outside of the Responding Agency's jurisdictional limits. Responding Agency's Law Enforcement Personnel shall refrain from "self-dispatching" resources except when life or death circumstances exists. For example, Law Enforcement Personnel is requesting immediate assistance due to a life threatening situation. Otherwise, all Parties agree that an official request will be made through the Responding Agency's communications center or Chief Law Enforcement Officer.

III. Powers and Miscellaneous Provisions

- 3.1** A Law Enforcement Officer employed by a Responding Agency covered by this Agreement may make arrests outside the jurisdiction in which he or she is employed, but within the area covered by this Agreement; provided, however, that the Chief Law Enforcement Officer of the Requesting Agency shall be notified of such arrest without delay. The Requesting Agency shall make available the notice of such arrest in the same manner as if a member of the Requesting Agency made said arrest.
- 3.2** Law Enforcement Personnel shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by this Agreement as is reasonable and proper to accomplish the purpose for which a request for Aid or Assistance is made.
- 3.3** Each Party to this Agreement shall be responsible for its own costs and expenses; specifically, the salary and benefits for its own Law Enforcement Personnel as detailed in Section IX below.
- 3.4** In the event that a seizure/forfeiture is received by the Requesting Agency during an incident where a Responding Agency assists, the Requesting Agency agrees to provide the Responding Agency with 10% of the proceeds from U.S. Currency forfeited to the Agency. The forfeiture of said monies is strictly limited to Canine and/or Tactical Services rendered to the Requesting Agency.

IV. Operational Control

All Law Enforcement Officers of the Responding Agency shall report to the Requesting Agency's Law Enforcement Officer in tactical control at the location to which said Law Enforcement Officers have been dispatched and shall be under the operational command of the Requesting Agency's Chief Law Enforcement Officer or his designee.

V. Release

Law Enforcement Officers of the Responding Agency will be released by the Requesting Agency when their services are no longer necessary.

VI. Withdrawal from Response

The Chief Law Enforcement Officer, or his designee, of the Responding Agency, in his or her sole discretion, may at any time withdraw the Law Enforcement Officers and equipment of the Responding Agency or discontinue participation in any activity initiated pursuant to this Agreement.

VII. Qualifications of Office and Oath

While any Law Enforcement Officer regularly employed by a Responding Agency is in the service of the Requesting Agency under this Agreement, said Law Enforcement Officer shall be deemed to be a peace officer of the Requesting Agency and be under the command of the

Requesting Agency's Chief Law Enforcement Officer, with all powers, legal protections, and immunities of a Law Enforcement Officer of the Requesting Agency as if said Law Enforcement Officer were within the territorial limits of the governmental entity where said Law Enforcement Officer is regularly employed. The qualifications of office of Law Enforcement Officers where they are regularly employed shall constitute his or her qualifications for office within the territorial limits of the Requesting Agency and no additional oath, bond, or compensation shall be required.

VIII. Right to Reimbursement

Each Party, when providing Aid or Assistance as a Responding Agency, expressly waives entitlement to reimbursement for services performed or equipment utilized under this Agreement.

IX. Officer Benefits

The Responding Agency shall provide to any Law Enforcement Officer or other Law Enforcement Personnel assigned to the Aid or Assistance of the Requesting Agency, the same wage, salary, pension, and all other compensation and rights of employment, including injury benefits, worker compensation benefits, and any available insurance, indemnity or litigation defense benefits, the same as though the Law Enforcement Officer or Law Enforcement Personnel in question had been rendering service within the territorial limits of the Responding Agency. All wage and disability payments, including worker compensation benefits, pension payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the Responding Agency in the same manner as though such service had been rendered within the territorial limits of the Responding Agency.

X. Liability

10.1 As authorized by Section 791.006 (a-1) of the Texas Government Code, and even if Chapter 791 of the Government Code is not applicable to this Agreement, the Parties agree that the act of any Law Enforcement Officer or other Law Enforcement Personnel in any manner furnishing Aid or Assistance in accordance with this Agreement shall be the act of the Party performing such Aid or Assistance. The payment of any and all civil or other liability, including negligence, resulting from furnishing Aid or Assistance under this Agreement is the responsibility of the individual Party performing such Aid or Assistance to the extent permissible by law. This shall specifically include, but not be limited to, the payment of all court costs, expenses, and attorney's fees resulting from any such litigation. The Parties acknowledge and agree that the assignment of liability under this Section is different from the liability assigned under Section 791.006(a) of the Texas Government Code.

10.2 In the event that any Law Enforcement Officer or other Law Enforcement Personnel shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services while assigned to the Aid or Assistance of a Requesting Agency, said Law Enforcement Officer or other Law Enforcement Personnel shall be entitled to the same benefits from the Responding Agency as they would be entitled to receive if such similar action or claim had arisen out of the performance of their duties as a peace officer of the Responding Agency, and within the jurisdiction of the Responding Agency. The Parties

hereby agree and covenant that each Party shall remain solely responsible for the legal defense and any legal liability due to the actions of any Law Enforcement Officer or other Law Enforcement Personnel regularly employed by said Party.

XI. Waiver of Claims

Each Party respectively waives all claims against each and every other Party for compensation from any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement even though such alleged damage may have or is alleged to have occurred as a result of alleged negligent or other tortious conduct of any Party.

XII. Defense and Immunity Not Waived

Nothing herein shall be construed to expand or enlarge the legal liability of a Party for any alleged acts or omissions of any Law Enforcement Personnel beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense immunity or protection, of any nature whatsoever, to any claim against a Party or against any Law Enforcement Officer or other Law Enforcement Personnel, including but not limited to governmental or sovereign immunity, official immunity, or damage limitations under the Texas Tort Claims Act.

XIII. Venue

Each Party agrees that if legal action is brought under this Agreement, the venue shall lie in the county in which the defendant Party is located, and if located in more than one county, then it shall lie in the county in which the principal offices of said defendant Party are located. The Parties hereby stipulate and agree that this Agreement is to be construed and applied under Texas law.

XIV. Arrest Authority Outside Primary Jurisdiction

It is expressly agreed and understood that a Law Enforcement Officer employed by a Responding Agency who performs Aid or Assistance may investigate crimes, make arrests, and exercise other law enforcement authority outside the jurisdiction in which said Law Enforcement Officer is regularly employed, but within the jurisdictional area encompassed by the Parties, collectively, to this Agreement, as is reasonable and proper to accomplish the purposes for which Aid or Assistance is requested; provided, however that the Requesting Agency and/or the law enforcement agency of the Party in which the arrest is made shall be notified of such arrest without unreasonable delay.

XV. Clauses Severable

The provisions of this Agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this Agreement be, for any reason, held to be invalid, illegal, void, or unenforceable; such holding shall not affect the validity of any other provision or

term herein and this Agreement shall be construed as if such invalid, unenforceable, illegal or void provision or term did not exist.

XVI. Termination

Any Party may terminate its participation or rights and obligations as a Party by providing thirty (30) days written notice via certified mail to the Chief Law Enforcement Officer of every other Party. Should one Party terminate its participation in, or withdraw from, this Agreement, such termination or withdrawal shall have no effect upon the rights and obligations of the remaining Parties under this Agreement.

XVII. Effective Date

This Agreement becomes effective immediately upon the execution by the Parties and continues to remain in effective until terminated as provided herein.

XVIII. Modification

This Agreement may be amended or modified by the mutual agreement of the Parties in writing to be attached to and incorporated into this Agreement. This instrument contains the complete agreement of the Parties and any oral modifications, or written amendments not incorporated in this Agreement, shall be of no force or effect to alter any term or condition herein.

XIX. Execution of Agreement

This Agreement shall be executed by the duly authorized official of the respective Parties pursuant to approving resolutions of the governing body of the Parties. Copies of said approving resolutions shall be attached hereto and made a part hereof. This Agreement may be executed in multiple original copies by the respective Parties.

XX. Compliance with Law

The Parties shall observe and comply with all applicable federal, state and local laws, rules, ordinances, and regulations that affect the provision of services provided herein.

XXI. Inter-jurisdictional Pursuit Agreement

The Parties expressly understand and agree that this Agreement does not in any way modify or restrict the procedures or guidelines which are followed by any law enforcement agency or Party pursuant to the Inter-Jurisdictional Pursuit Policy Agreement to which some Parties or their law enforcement agencies may be parties. To the extent any provision of, or action taken pursuant to, the Inter-Jurisdictional Pursuit Policy Agreement may be construed to conflict with the terms and conditions of this Agreement, the terms of the Inter-Jurisdictional Pursuit Policy Agreement shall control as to those particular actions.

XXII. Coordinating Agency

The Parties hereby agree that the City of Bridgeport Police Department shall serve as the Coordinating Agency of this Agreement. The Chief Law Enforcement Officer, or his designee, of the Coordinating Agency shall maintain on file executed originals of this Agreement, related resolutions or orders of the Parties, and other records pertaining to this Agreement. The Coordinating Agency shall notify all Parties of any changes to the Parties of this Agreement.

WISE COUNTY, TEXAS

By: _____
Wise County Judge

Date: _____

By: _____
Wise County Sheriff

Date: _____

ATTEST:

Wise County Clerk

CITY OF BRIDGEPORT, TEXAS

By: _____
Mayor

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

City Secretary

CITY OF BOYD, TEXAS

By: _____
Mayor

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

City Secretary

CITY OF CHICO, TEXAS

By: _____
Mayor

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

City Secretary

CITY OF DECATUR, TEXAS

By: _____
Mayor

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

City Secretary

CITY OF RHOME, TEXAS

By: _____
Mayor

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

City Secretary

CITY OF RUNAWAY BAY, TEXAS

By: _____
Mayor

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

City Secretary

**ALVORD INDEPENDENT SCHOOL
DISTRICT**

By: _____
Board President

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

Board Secretary

**WISE COUNTY LAW ENFORCEMENT AGENCIES
INTER-JURISDICTIONAL PURSUIT POLICY AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF WISE §

This Inter-Jurisdictional Pursuit Policy (“Agreement”) is made and entered into by, among, and between the Cities of Bridgeport, Boyd, Chico, Decatur, Rhome, and Runaway Bay; and Alvord Independent School District Police (the “Parties”), all Parties being municipal corporations or independent school districts duly organized and existing under the laws of The State of Texas, acting herein by and through their duly authorized governing body.

WITNESSETH:

WHEREAS, Section 791.001 et seq. of the Texas Government Code and Chapter 362 of the Texas Local Government Code authorizes a municipality or local governmental entity to enter into an interlocal agreement for mutual aid; and

WHEREAS, the Parties have entered into a separate mutual aid agreement to provide law enforcement aid or assistance when necessary; and

WHEREAS, the Parties desire to enter into this Agreement in order to effectively coordinate law enforcement response to the emergency conditions caused by vehicular pursuits, and to assist in implementing the mutual aid law enforcement agreement between the Parties.

NOW, THEREFORE, it is mutually agreed by the Parties hereto to enter into this Agreement upon the following terms:

I. Definitions

The following words and phrases have the following meanings unless the context clearly indicates otherwise:

- A. **Law Enforcement Officer** means any peace officer as defined in Texas Code of Criminal Procedure Article 2.12.
- B. **Chief Law Enforcement Officer** means the Chief of Police or Chief of ISD Police. This term applies to any person designated by the Chief Law Enforcement officer to act on their behalf under this Agreement.
- C. **Jurisdictional Agency** means the Party in control of their jurisdictional boundaries.
- D. **Pursuing Agency** means the Party involved in a vehicular pursuit of a criminal suspect.

I. General Considerations

- A. If the reason or nature of a pursuit is in conflict with Party's pursuit policy, that Party may decline to participate in the pursuit even though that Party's assistance has been requested.
- B. Any Party involved in the pursuit may, in its discretion, choose to terminate its involvement in a pursuit at any time.
- C. The purpose and intent of this Agreement is to coordinate law enforcement response to the emergency conditions caused by vehicular pursuits. This Agreement is not to be construed to limit the legal authority of any Party or Law Enforcement Officer. Nor is this Agreement to be construed to impose any standard of conduct or care upon any Law Enforcement Officer or Party beyond that existing under applicable law. This Agreement is intended by the Parties to be in full force and effect as the general order of each Party.

II. Notifications

- A. Before entering another jurisdiction, or as soon as practical, the Pursuing Agency will, if reasonably possible, notify the Jurisdictional Agency of the following information:
 - 1. A pursuit has entered or is about to enter their jurisdiction.
 - 2. The location and direction of travel.
 - 3. The primary offense for which the vehicle and occupants are wanted.
 - 4. The vehicle license number and complete description of vehicle and occupants.
 - 5. The number and description of pursuing units as well as their relative location to the vehicle being pursued.
 - 6. Whether or not assistance is needed.
- B. As appropriate, the Pursuing Agency will notify the Jurisdictional Agency that the pursuit is: (1) leaving the jurisdiction; (2) has been discontinued; or, (3) has ceased and of the ending location.

III. Control of the Pursuit

- A. The Pursuing Agency will have control of and will be responsible for the pursuit. Other Parties will not participate unless requested to assist.
- B. A total of no more than three (3) vehicles from the combined jurisdictions will be involved in any pursuit unless the Chief Law Enforcement Officer from the Pursuing Agency requests or approves additional assistance. At least one of the three involved units should, if practical, be a supervisor. One additional unit from

the Jurisdictional Agency may trail the pursuit by keeping the pursuit in sight from a distance to assist the Pursuing Agency if needed.

IV. Prohibited Practices

The following will be prohibited practices, except as provided herein:

1. The intentional use of roadblocks designed to stop the pursued vehicle, unless necessary to protect against the imminent death or serious bodily injury to a Law Enforcement Officer or another person.
2. Intentional bumping or ramming of the pursued vehicle, unless necessary to protect against the imminent death or serious bodily injury to a Law Enforcement Officer or another person.
3. Intentionally forcing the pursued vehicle off the roadway, unless necessary to protect against the imminent death or serious bodily injury to a Law Enforcement Officer or another person.
4. Pursuing a vehicle the wrong way on a one-way street or the wrong way on a divided roadway.
5. Shooting at the pursued vehicle, unless necessary to protect against the imminent death or serious bodily injury to a Law Enforcement Officer or another person.
6. Deployment or use of “stop sticks” or “road spikes,” unless the Law Enforcement Officer deploying the device has been appropriately trained in said deployment and the deploying officer is authorized to deploy the device by his employing agency.

V. Responsibilities

A. Pursuing Agency:

1. Arrest and custody of the persons charged.
2. Arraignment of arrested persons.
3. Disposition of any passenger.
4. Disposition of the arrested person’s vehicle.
5. Coordination of all reports related to the arrest, citations and criminal charges.

B. Party where the pursuit stops:

1. Reporting of any traffic collision(s) that occur as a result of a pursuit.

2. As a matter of professional courtesy, a supervisor from the Party where the pursuit stops will respond to the location to offer immediate assistance at the scene and to determine any pertinent information regarding the pursuit.

VI. Term

The term of this Agreement shall be indefinite with any Party having the right to terminate this Agreement upon thirty (30) days' notice to all other Parties. The addition or deletion of Parties to this Agreement shall not affect the agreement as to the remaining parties except as may be specifically provided by amendment to this Agreement.

VII. Liability

- A. As authorized by Section 791.006 (a-1) of the Texas Government Code, and even if Chapter 791 of the Government Code is not applicable to this Agreement, the Parties agree that the act of any Law Enforcement Officer in any manner furnishing assistance involving a vehicular pursuit in accordance with this Agreement shall be the act of the Party performing assistance. The payment of any and all civil or other liability, including negligence, resulting from furnishing assistance under this Agreement is the responsibility of the individual Party performing such assistance to the extent permissible by law. This shall specifically include, but not be limited to, the payment of all court costs, expenses, and attorney's fees resulting from any such litigation. The Parties acknowledge and agree that the assignment of liability under this Section is different from the liability assigned under Section 791.006(a) of the Texas Government Code.
- B. In the event that any Law Enforcement Officer shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services while assisting in a vehicular pursuit in accordance with this Agreement, said Law Enforcement Officer shall be entitled to the same benefits as they would be entitled to receive if such similar action or claim had arisen out of the performance of their duties within their own jurisdiction. The Parties hereby agree and covenant that each Party shall remain solely responsible for the legal defense and any legal liability due to the actions of any Law Enforcement Officer regularly employed by said Party.

VIII. Waiver of Claims

Each Party respectively waives all claims against each and every other Party for compensation from any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement even though such alleged damage may have or is alleged to have occurred as a result of alleged negligent or other tortious conduct of any Party.

IX. Defense and Immunity Not Waived

Nothing herein shall be construed to expand or enlarge the legal liability of a Party for any alleged acts or omissions of any Law Enforcement Officer beyond that which might exist in the

absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense immunity or protection, of any nature whatsoever, to any claim against a Party or against any Law Enforcement Officer, including but not limited to governmental or sovereign immunity, official immunity, or damage limitations under the Texas Tort Claims Act.

X. Modification

This Agreement may be amended or modified by the mutual agreement of the Parties in writing to be attached to and incorporated into this Agreement. This instrument contains the complete agreement of the Parties and any oral modifications, or written amendments not incorporated in this Agreement, shall be of no force or effect to alter any term or condition herein.

XI. Compliance with Law

The Parties shall observe and comply with all applicable federal, state and local laws, rules, ordinances, and regulations that affect the provision of services provided herein.

XII. Effective Date

This Agreement becomes effective immediately upon the execution by the Parties and continues to remain in effective until terminated as provided herein.

CITY OF BRIDGEPORT, TEXAS

By: _____
Mayor

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

City Secretary

CITY OF BOYD, TEXAS

By: _____
Mayor

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

City Secretary

CITY OF CHICO, TEXAS

By: _____
Mayor

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

City Secretary

CITY OF DECATUR, TEXAS

By: _____
Mayor

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

City Secretary

CITY OF RHOME, TEXAS

By: _____
Mayor

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

City Secretary

CITY OF RUNAWAY BAY, TEXAS

By: _____
Mayor

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

City Secretary

**ALVORD INDEPENDENT SCHOOL
DISTRICT**

By: _____
Board President

Date: _____

By: _____
Police Chief

Date: _____

ATTEST:

Board 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 3



Agenda Commentary
Meeting Date: April 18, 2024

Department: Administration

Contact: Amanda DeGan, City Administrator

Agenda Item: Code Update – Reserve Officers: Section 9.02.072 and 9.02.073

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

Summary:

- In reviewing sections of the current ordinances, Staff identified two areas that are being recommended for update given our current administrative practices.

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:

Section: 9.02.033 from Personnel: Police: Division 2 – Police Department: Appointment and Termination of Officers: Oath

This area of our code of ordinances reads as follows for regularly appointed officers and will be used as a model for the proposed changes to the reserve officers' section of the code.

1. The chief of police shall appoint or terminate all police officers subject to the requirements and constraints of the budget and shall note all such actions in the chief's periodic reports to the city council.
2. All police officers appointed to the police department shall take and subscribe to the official oath prescribed by the constitution of the state.

This shows to have been last updated in 2009 by Ordinance 2009-08.

Section: 9.02.072 from Personnel: Police: Division 2 – Police Reserve Force: Appointment and Removal of Members: Authority of Police Chief: Call to Active Duty

This section governs reserve officers and has not been updated since 1999 and has different requirements for appointment and termination of reserve officers as compared to regular officers. The reserve section reads as follows:

Members of the police reserve force shall be appointed and/or relieved at the discretion of the chief of police, who shall exercise supervision over training and utilization of the reserve force membership. An appointment to the reserve force must be approved by the city council before the appointed person may carry a weapon or otherwise act as a peace officer. Members shall be called into active service at any time the chief of police considers it necessary to have additional officers to preserve the peace and enforce the law. (1999 Code, sec. 33.21)

Staff would propose the following changes so that the regular serving and the reserve officers have identical requirements.

1. The chief of police shall appoint or terminate all reserve police officers subject to the requirements and constraints of the budget and shall note all such actions in the chief's periodic reports to the city council.
2. All police officers appointed to the police department shall take and subscribe to the official oath prescribed by the constitution of the state.

~~Members of the police reserve force shall be appointed and/or relieved at the discretion of the chief of police, who shall exercise supervision over training and utilization of the reserve force membership. An appointment to the reserve force must be approved by the city council before the appointed person may carry a weapon or otherwise act as a peace officer.~~

3. Members shall be called into active service at any time the chief of police considers it necessary to have additional officers to preserve the peace and enforce the law.

CITY OF RHOME, TEXAS
ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF RHOME AMENDING SECTION 9.02.072, APPOINTMENT AND REMOVAL OF MEMBERS; AUTHORITY OF CHIEF OF POLICE; CALL TO ACTIVE SERVICE" OF ARTICLE 9.02, "POLICE" OF CHAPTER 9, "PERSONNEL" OF THE CITY OF RHOME CODE OF ORDINANCES TO AMEND APPOINTMENTS OF RESERVE OFFICERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rhome is a Type A general law city acting under its powers granted to it pursuant to state law, including Chapters 6 and 211 of the Texas Local Government Code; and

WHEREAS, the City of Rhome Ordinance pertaining to the appointment and removal of reserve police officers in Chapter 9 "Personnel"; and

WHEREAS, the City Council has determined that amending language to reflect current practices is necessary;

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend portions of Chapter 9, Sections 9.02.072 and create, as described herein;

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

SECTION 9.
AMENDMENT OF ARTICLE 9.02 "POLICE"
SECTION 9.02.072

Division 3, "Appointment and removal of members; authority of Chief of Police; call to service" of Article 9.02, "Police" of Chapter 9, "PERSONNEL" is hereby amended to provide as follows:

1. "The chief of police shall appoint or terminate all reserve police officers subject to the requirements and constraints of the budget and shall note all such actions in the chief's periodic reports to the city council."
2. "All police officers appointed to the police department shall take and subscribe to the official oath prescribed by the constitution of the state."

3. "Members shall be called into active service at any time the chief of police considers it necessary to have additional officers to preserve the peace and enforce the law."

SECTION 2. PROVISIONS CUMULATIVE

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

SECTION 3. PROVISIONS SEVERABLE

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

SECTION 4. RIGHTS AND REMEDIES SAVED

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

SECTION 5. PUBLICATION

The City Secretary is directed to publish the caption, penalty clause, publication clause and effective date of this Ordinance to the extent required by law.

**SECTION 6.
EFFECTIVE DATE**

This ordinance shall be in full force and effect upon approval and adoption of the City Council or Rhome.

PASSED AND APPROVED by the City Council of the City of Rhome, Texas, this the 18th day of April 2024.

Patricia Mitchell, Mayor or Michelle Tye,
Mayor Pro Tem

[SEAL]

ATTEST:

Shaina Odom
City Secretary

APPROVED TO AS FORM:

Carvan E. Adkins,
City Attorney



Agenda Commentary
Meeting Date: April 18, 2024

Department: Administration

Contact: Amanda DeGan, City Administrator

Agenda Item: Code Update – Reserve Officers: Section 9.02.073

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

Summary:

- In reviewing sections of the current ordinances, Staff identified an area that is being recommended for update given our current administrative practices.

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:

Section: 9.02.072 from Personnel: Police: Division 2 – Police Reserve Force: Number of Members

The current wording is as follows:

The police reserve force shall not exceed fifteen (15) in number and shall be as determined necessary by the chief of police and as approved by the mayor.

Staff would recommend the code be updated to reflect the current administrative procedures with the following:

The police reserve force shall not exceed fifteen (15) in number and shall be as determined necessary by the chief of police and as approved by the mayor.

CITY OF RHOME, TEXAS
ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY OF RHOME AMENDING SECTION 9.02.073, NUMBER OF MEMBERS" OF ARTICLE 9.02, "POLICE" OF CHAPTER 9, "PERSONNEL" OF THE CITY OF RHOME CODE OF ORDINANCES TO AMEND THE NUMBER OF RESERVE OFFICERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rhome is a Type A general law city acting under its powers granted to it pursuant to state law, including Chapters 6 and 211 of the Texas Local Government Code; and

WHEREAS, the City of Rhome Ordinance pertaining to the number of reserve police officers in Chapter 9 "Personnel"; and,

WHEREAS, the City Council has determined that amending language to reflect current practices is necessary; and,

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend portions of Chapter 9, Sections 9.02.073 and create, as described herein;

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

SECTION 9.
AMENDMENT OF ARTICLE 9.02 "POLICE"
SECTION 9.02.073

Division 3, "Number of members" of Article 9.02, "Police" of Chapter 9, "PERSONNEL" is hereby amended to provide as follows:

1. "The police reserve force shall not exceed fifteen (15) in number and shall be as determined necessary by the chief of police."

SECTION 2.
PROVISIONS CUMULATIVE

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

SECTION 3.
PROVISIONS SEVERABLE

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

SECTION 4.
RIGHTS AND REMEDIES SAVED

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

SECTION 5.
PUBLICATION

The City Secretary is directed to publish the caption, penalty clause, publication clause and effective date of this Ordinance to the extent required by law.

SECTION 6.
EFFECTIVE DATE

This ordinance shall be in full force and effect upon approval and adoption of the City Council or Rhome.

PASSED AND APPROVED by the City Council of the City of Rhome, Texas, this the 18th day of April 2024.

Patricia Mitchell, Mayor or Michelle Tye,
Mayor Pro Tem

[SEAL]

ATTEST:

Shaina Odom
City Secretary

APPROVED TO AS FORM:

Carvan E. Adkins,
City Attorney



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 4



Agenda Commentary
Meeting Date: April 18, 2024

Department: Administration

Contact: Chief Estes, Fire Chief

Agenda Item: Driver Position Creation

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

Summary:

- During the Council meeting on April 11th, 2024, the council voted to hire a weekend firefighter with a start date of June 15th, 2024.
- With this position and the use of part-time and volunteer members, it is important for these staff members to receive direction from a higher rank.

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:

Chief Estes is asking to change the current firefighters' titles to Driver Operator, which will create a rank structure on shift and line up with the current duties required of our three (3) full-time firefighters. This will also allow for any newly hired firefighter positions to have on-shift leadership to direct their work efforts. It will have the added benefit of creating a path of growth within the department for current and future members and may serve as an incentive to continue with Rhome Fire Rescue.

As Staff explained at the meeting on the 11th of April, the request will not add any additional costs to the 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



Agenda Commentary
Meeting Date: April 18, 2024

Department: Administration
Contact: Amanda DeGan, City Administrator
Agenda Item: Accounting Services - Consultant

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

Summary:

- The city is working to finish the FY 2023 audit workpapers and has outstanding bank reconciliations and accounting related tasks that require completion.
- The use of an outside consultant would allow us to complete those items and in order to finish preparing the workpapers for the auditing 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:



Tanangelia Beatty, MBA, CPM

☎ 214-697-7368

✉ beattylynnconsulting@gmail.com

March 27, 2024

Amanda DeGan
501 South Main Street
Rhone, Texas 76078

I am pleased to be able to serve you, and your accounting needs. This letter is to confirm our understanding of the terms and objectives of this engagement and the nature and limitations of the services I will provide.

I will perform the following services:

- Perform work to complete the City's bank reconciliations.
- Perform work to assist with getting outstanding items journalized to complete the bank reconciliation.
- Provide training to staff on accounting related tasks.
- Perform work to assist with accounting tasks as needed.

I am not required to, and will not, verify the accuracy or completeness of the information you will provide to me or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, I will not express an opinion, a conclusion, nor provide any assurance on the bank reconciliations I provide.

Your (Management) Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that my role is the assistance of the preparation of forms and providing advice. You (management) have the following overall responsibilities that are fundamental to me undertaking the engagement:

- a) The design, implementation, and maintenance of internal control relevant to the preparation and conduct of bank reconciliations.
- b) The prevention and detection of fraud.
- c) To ensure that the entity complies with the laws and regulations applicable to its activities.

- d) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to me for the engagement to prepare bank reconciliations.
- e) To retain all documents, including bank statements, cancelled checks, credit card statements, vendor invoices and other material data. You also represent and agree that you are sole custodian of the original documents and data.

Our Disclaimer

As an additional consideration for me to provide you with these services, you agree that the extent of my liability for damages to you for any actions taken will not exceed the total amount actually paid by you for our services. You agree that this will be your only remedy and hereby waive any claims you have now or in the future for actual, incidental, and consequential damages, including but limited to, lost profits and third-party claims.

Fees and Billing:

My services will be charged at the following rates:

\$75 per hour

The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, I will discuss it with you and arrive at a new fee before we incur the additional costs. My invoices for these fees will be rendered bi-weekly as work progresses and are payable no later than the following Friday in accordance with the City's payroll cycle.

Reminder:

Work may be suspended if your account becomes 7 days or more overdue and will not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed our report. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket expenditures through the date of termination.

You may request that I perform additional services not contemplated by this engagement letter. If this occurs, I will communicate with you regarding the scope of the additional services and the fee. I also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

You or I may cancel this engagement at any time by any form of written or electronic notice. If you cancel and I have performed any work prior to our receiving your cancellation notice, you agree to pay me for such work performed, based on our current rate schedule.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Sincerely,
Tan Beatty

Signature

Date

Acknowledged:
Amanda GeDan

City Administrator

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 6



Agenda Commentary
Meeting Date: April 18, 2024

Department: Administration
Contact: Amanda DeGan, City Administrator
Agenda Item: Bond Advisory Committee Bylaws

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

Summary:

- The Council recently discussed the creation of a Bond Advisory Committee to assist the Council and the community in bond issuance related projects and support.
- The documents have been updated per Council direction and are on the agenda for review/approval.

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:

BYLAWS OF THE RHOME BOND ADVISORY COMMITTEE

ARTICLE I. NAME.

The name of this board shall be the Rhome Bond Advisory Committee, hereinafter referred to as the “Committee.”

ARTICLE II. PURPOSE AND DUTIES.

The purpose of the Committee is to work with the Mayor and City Council (the “Council”) to set priorities and goals for each new bond issue being submitted to the voters; advise the Council on proposed bonds and the implementation of projects approved in bond elections; ensure efficiency, transparency, equity, timeliness, and accountability in the implementation of bond programs; and monitor plans relating to the issuance of bonds and the implementation of projects approved in bond elections, which includes the review of future potential bonds, the annual appropriation of bond funds, and any changes in the amount of bond funds issued or cash commitments made.

ARTICLE III. MEMBERSHIP.

- (a) The Committee shall be composed of between five (5) and eleven (11) members appointed by the Council and should consist of an odd number of members due to majority voting requirements. Each member shall serve at the pleasure of the Council for a term of two (2) years. Any Committee member may be removed by Council, at will.
- (b) Any member or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective.
- (c) At each meeting, each Committee member shall sign an attendance sheet. Failure to sign the sheet shall result in the member being counted as absent and their vote will not count.

ARTICLE IV. OFFICERS.

- (a) The officers of the Committee shall consist of a chair and a vice-chair.
- (b) Officers shall be elected annually by a majority vote of the Committee at the first regular meeting of the Committee. In the event a current officer becomes ineligible to serve as an officer, the Committee may hold an emergency election as needed. All officers shall be subject to removal from office at any time by a vote of the majority of the entire Committee.
- (c) The term of office for officers shall be one (1) year, beginning on October 1st and ending on September 30th of each year. Officers shall continue to serve until their successor is elected.
- (d) A Committee member may not hold more than one office at a time.

- (e) The chair shall preside at Committee meetings, serve as the Committee's designated representative, and approve each final meeting agenda.
- (f) In the absence of the chair, the vice-chair shall perform all duties of the chair.

ARTICLE V. AGENDAS.

- (a) Two or more Committee members may place an item on the agenda by written request to the staff liaison at least five (5) days before the Committee's scheduled meeting. After first consulting with and receiving input from the staff liaison, the chair shall approve the final meeting agenda.

ARTICLE VI. MEETINGS.

- (a) The Committee shall meet monthly. In December of each year, the Committee shall adopt a schedule of the meetings for the upcoming year.
- (b) If requested by **three (3) or more members**, the chair must call a special meeting. The Committee may not call special meeting more than once a quarter, unless the additional meeting is required to comply with a statutory deadline or a deadline established by Council.
- (c) **Three (3) Committee members shall constitute a quorum. If a quorum does not convene within fifteen (15) minutes of the posting start time of the meeting, the meeting may not be held.**
- (d) All Committee action(s) must be adopted by an affirmative vote of the majority of Committee members present at a meeting. The chair shall have the same voting privileges as all other members.
- (e) **The Committee shall present a report to the Council on an annual basis or upon the request of a majority of the Council members at other times during the calendar year.**
- (f) The Committee shall allow members of the public to address the Committee on agenda items for a maximum of three (3) minutes during a dedicated period of time.
- (g) The staff liaison shall prepare the Committee minutes. The minutes must include the vote of each member regarding each item before the Committee, and indicate whether a member is absent or failed to vote on an item.
- (h) If a meeting continues until 10:00 p.m., the chair shall adjourn the meeting promptly at 10:00 p.m. unless a majority of the Committee votes to continue the meeting.

ARTICLE VII. AMENDMENT OF BYLAWS.

The initial Bylaws of the committee shall be in the form and substance approved by the Council. Such Bylaws shall govern the internal affairs of the committee until and unless amended. The Bylaws must be amended by resolution of the Council. The Committee may make application

to the Council for the approval of any proposed amendments, but the same shall not become effected until approved and adopted by the Council.

ARTICLE VIII. EFFECTIVE DATE.

These Bylaws shall become effective upon the approval and adoption by the Council.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF RHOME, TEXAS, CREATING A BOND ADVISORY COMMITTEE TO ADVISE THE CITY COUNCIL ON THE IMPLEMENTATION OF BOND PROGRAMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rhome, Texas (the “City”), is a Type A general-law municipality located in Wise County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council has determined that it is in the best interest of the City to create a Bond Advisory Committee (the “Committee”) to ensure efficiency, equity, timeliness, and accountability in the implementation of the existing and future City bond programs; and

WHEREAS, the City Council desires to adopt Bylaws to outline the scope of the Committee’s duties and govern membership of the Committee.

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

SECTION 1.

All the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified, and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2.

1. The City Council hereby creates the Rhome Bond Advisory Committee.
2. The Committee shall monitor the City’s plans relating to the issuance of bonds and the implementation of projects approved in bond elections, including the review of future potential bonds, the annual appropriation of bond funds, and any changes in the amount of bond funds issued or cash commitments made.
3. The Mayor and City Council shall work with the Committee to set the priorities and goals of each new bond issue to be submitted to the voters.
4. The City Council shall appoint five (5) to eleven (11) members to the Committee who have experience and/or interest in bond matters.
5. The proposed Rhome Bond Advisory Committee Bylaws, attached hereto as Exhibit “A,” have been reviewed by the City Council and are found to be acceptable and in the best interest of the City and its citizens, and are hereby approved.

**SECTION 3.
EFFECTIVE DATE**

This Resolution shall be effective from and after its passage and adoption by the City Council.

PASSED AND APPROVED this the 18th day of April, 2024.

Patricia Mitchell, Mayor
Michelle Tye, Mayor Pro Tem

ATTEST:

Shaina Odom, City Secretary

APPROVED AS TO FORM:

Carvan Adkins, City Attorney

EXHIBIT A

BYLAWS



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 7



Agenda Commentary
Meeting Date: April 18, 2024

Department: Administration
Contact: Amanda DeGan, City Administrator
Agenda Item: Update to the Council Calendar for 2024

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

Summary:

- The Rhome City Council has set the 2nd and 4th Thursday of each month as the customary days of the week for regularly scheduled Council meetings.
- Each year, the Wise County Chamber of Commerce hosts a “State of the Communities” meeting where each Mayor is invited to participate.
- This year, the date conflicts with our regular Council meeting on May 9, 2024.

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 item is bring brought forward for Council to discuss the options of moving the meeting date on the 9th of May to May 8th (the same option that was used last year) or another date that would allow the Mayor or Mayor Pro Tem to attend the State of the Communities Meeting for Wise County.

RESOLUTION NO. 2024-__

A RESOLUTION OF THE RHOME CITY COUNCIL APPROVING THE 2024 MEETING SCHEDULE

WHEREAS, the City Council of the City of Rhome supports open and transparent government to allow access to all stakeholders; and,

WHEREAS, the Council desires to approve an annual meeting schedule to help communicate and provide information to the community; and,

WHEREAS, the City Council believes the addition of specific dates for a goal setting meeting, a budget meeting, and a new council orientation schedule will advance the city; and,

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

Section 1: That the City Council of the City of Rhome, Texas, hereby adopts the 2024 Council Calendar, shown in Exhibit “A”.

Section 2: That all matters stated in the Recitals hereinabove are true and correct and are incorporated herein by reference as if copied in their entirety.

Section 3: If any portion of this Resolution shall, for any reason, be declared invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 4: That this Resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS THE 18th DAY OF APRIL 2024 BY THE RHOME CITY COUNCIL.

Patricia Mitchell, Mayor
Michelle Tye, Mayor Pro Tem

ATTEST:

Shaina Odom, City Secretary

APPROVED AS TO FORM:

Carvan Adkins, City Attorney



2024 Council Calendar

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NY's 1st, MLK 15th & Goals Retreat 19th

Audit Due 31st

April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Independence Day 4th

October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Holidays

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

Last Day to File as Candidate 16th

Presidents Day 19th

May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Local Election Day 4th

Memorial Day 27th & Orientation 17th

August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Veteran's Day 11th

Thanksgiving 28th and 29th

March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Spring Break 11th - 15th

Good Friday 29th

June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Budget Planning Retreat 7th

Juneteenth 19th

September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Labor Day 2nd

Adopt Budget 12th

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Christmas 24th and 25th

Council Meetings

