



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, June 8, 2023

Regular Session: 6 p.m.

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

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

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

By Computer

GoToMeeting: Select Join: Select Meeting

Session ID: 571-317-3116

Access Code: 658-844-069

By Phone

Call 1 (571) 317-3116

Access Code: 658-844-069

Toll Free Option: 1 (866) 899-4679

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

Regular Session: 6 p.m.

Call to Order and Establish a Quorum

Invocation

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

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

Public Comments

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

Announcements from Mayor and Council Members

- City Council Meeting June 8, 2023 @ 6 p.m.

Consent Agenda

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

1. Minutes of City Council Regular Session dated May 25, 2023 **(City Secretary)**
2. Approval of Ordinance 2023-04 Mitigation Rates for 2023 **(Fire Chief Estes)**
3. Approval of Resolution 2023-12 Texas Smart Buy

Monthly Staff Reports and Board Minutes

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

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

Regular Agenda

Discussion and any necessary action for the following:

1. Business Hosted Public Safety Event **(City Administrator)**
2. Utility Payment and Health Assistance Program **(City Administrator)**
3. Wise County Sherriff Dispatch Fee - Draft Letter **(City Administrator)**
4. Code Enforcement **(Mayor)**

Executive Session

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

1. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney.
2. Section 551.072 Deliberation regarding Real Property - purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on position of the governmental body in negotiations with a third person.
3. Section 551.074 Personnel – discuss appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or hear complaint or charge against officer or employee in executive session unless officer or employee requests a public hearing.
4. Section 551.087 – Deliberations regarding Economic Development Negotiations – to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to locate, stay or expand in or near the City and with which the City is conducting economic development negotiations.

Regular Agenda (Resume)

1. Action to be taken from Executive Session discussions

Future Agenda Items

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

Adjourn

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

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

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

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

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

CERTIFICATION: I do hereby certify that the above City Council Agenda was posted on the designated bulletin board located at City Hall, 501 South Main Street, Rhome, Texas by 6 pm on June 5, 2023.



Shaina Odom, City Secretary

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

_____, Title: _____



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

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

www.cityofrhome.com cityadministrator@cityofrhome.com

CONSENT AGENDA



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

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
Vacant

MINUTES OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, May 25, 2023

Regular Session: 6 p.m.

Regular Session: 6 p.m.

Mayor Mitchell Called the meeting to Order at 6 pm.

Call to Order and Establish a Quorum

Invocation – Pastor Heath Van Zandt

Pastor Heath Van Zandt led the Invocation.

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

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

Public Comments

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

Announcements from Mayor and Council Members

- City Council Meeting June 8, 2023 @ 6 p.m.

Consent Agenda

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

1. Minutes of City Council Regular Session dated May 17, 2023 **(City Secretary)**
2. Renewal of Contract with Rise Broadband **(City Administrator)**
3. Approval of Mitigation Rates for 2023 **(Fire Chief Estes)**

1. Mayor Mitchell requested to pull items 2 and 3 from Consent Agenda to Regular Agenda. Mayor Pro-Tem Tye made a motion to accept the Minutes as presented. Council Member Shumake seconded the motion. Motion passed unanimously.

2. City Administrator, DeGan, explained the Rise Broadband contract from 2008 has expired. Rise Broadband reached out to the City of Rhome asking for a renewed contract. After attorney review, the attorney provided a new contract to be used instead of the one presented by Rise Broadband, which allows for more protection to the City. Mayor Pro-Tem Tye made a motion to authorize the City Administrator to enter negotiations with Rise Broadband regarding the Contract. Council Member Shumake seconded the motion. Motion passed unanimously.

3. Fire Chief, Estes, presented the new mitigation rates for the Fire Department. These rates are for outside City Limit residents for motor vehicle accidents. These fees are increasing based on inflation. These fees are billed through the insurance of the affected parties. Mayor Pro-Tem Tye made a motion to accept the fees. Council Member Loftis seconded the motion. Motion passed unanimously.

Regular Agenda

Discussion and any necessary action for the following:

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

Mayor Mitchell stated she vetoed Ordinance 2023-02 because she believes the ordinance is illegal and removes power from the Mayor. Attorney Adkins stated the Ordinance is not illegal, does not break any laws, and complies with the Local Government Code. Council Member Loftis stated he believed the Ordinance does not remove any power from the Mayor position. Council Member Shumake stated the Ordinance is just establishing the chain of command already in place. Council Member King stated staff should be trusted, including your City Administrator, to run the day-to-day operations of the City. Council Member King made a motion to uphold Ordinance 2023-02. Council Member Shumake seconded the motion. A roll call vote was performed. Motion passes 4-1, Johnson against

Johnson – NO
Tye – AYE
Loftis- AYE
King – AYE
Shumake – AYE

2. Wise County Sherriff Dispatch Fee and Commissioner's Court Meeting Update **(City Administrator)**

Council Member, King, brought up issuing a Proclamation in support of Wise County Sherriff Office (WCSO) needing additional funding, but that they need to receive it from the County, not the cities since all cities are paying in \$.05 in sales tax. Council Member Shumake stated that we need to investigate regionalizing. Southern Wise County cities are addressing sharing of assets, since the cities need items not all of them can afford, we could share among each other. Mayor Mitchell stated she does not want to antagonize the Sheriff department. The council decided to issue a resolution or letter in support of the WCSO. Council Member Loftis offered to draft a letter and send to the City Administrator before the next meeting. No action, only direction.

3. Confirmation of Public Works Director **(City Administrator)**

City Administrator, DeGan, introduced the new Public Works Director, Jesus Dominguez. Mayor Pro-Tem Tye made motion to accept the appointment of Public Works Director, Jesus Dominguez. Council Member King seconded the motion. Motion passed unanimously.

4. Oncor Transmission Lines Update **(City Administrator)**

City Administrator, DeGan, gave a quick update on the Oncor Transmission Lines in order to bring the new council members up to speed on the meetings and progress thus far. The cities do not have much say in where the lines are going to be installed, but efforts are being made to do determine and recommend the best thing for Rhome. No action was taken, discussion only.

5. Texas Utility Payment Help **(City Administrator)**

City Administrator, DeGan, notified Council the City has been contacted regarding a contract from Texas Utility Help to cover low-income utility bills, but a contact is needed between the City and Texas Utility Help. Council said to send the contract to the Attorney office for review and bring back to the first or second meeting in June. No action, direction only.

Executive Session

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

1. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney.
 - Walnut Creek Special Utility District
2. Section 551.072 Deliberation regarding Real Property - purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on position of the governmental body in negotiations with a third person.
3. Section 551.074 Personnel – discuss appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or hear complaint or charge against officer or employee in executive session unless officer or employee requests a public hearing.
4. Section 551.087 – Deliberations regarding Economic Development Negotiations – to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to locate, stay or expand in or near the City and with which the City is conducting economic development negotiations.

Regular Agenda (Resume)

1. Action to be taken from Executive Session discussion

Mayor Pro-Tem Tye made a motion to approve the amendment to the Walnut Creek Water Agreement. Council Member Shumake seconded the motion. Motion passed unanimously.

Future Agenda Items

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

Adjourn

Mayor Pro-Tem Tye made a motion to adjourn the meeting. Council Member Johnson seconded the motion. Motion passed unanimously. Meeting adjourned at 7:06 pm

Patricia Mitchell,
Mayor

ATTEST:

Shaina Odom
City 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 2



Agenda Commentary
Meeting Date: June 08, 2023

Department: Administration

Contact: Amanda DeGan, City Administrator

Agenda Item: Fee Update for Mitigation Services for Fire Response

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

Summary:

- This item was considered and approved by Council at the May 25, 2023 meeting.
- Staff learned this also needs an Ordinance and will require notification in our newspaper of record.
- The Ordinance is attached for Council review.
- Upon official approval, Staff will make the necessary arrangements to post this in the newspaper of record.

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: ☐

Details / Recommendation:

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

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

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

**CITY OF RHOME, TEXAS
ORDINANCE NO. 2023 – 04**

AN ORDINANCE OF THE CITY OF RHOME, TEXAS AMENDING CHAPTER 15, ENTITLED, “SCHEDULE OF FEES” OF THE CITY OF RHOME’S CODE OF ORDINANCES TO ENCOMPASS AND AMEND SELECTED FEES, INCLUDING FIRE MITIGATION FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Rhome is a General Law, Type A Municipality; and

WHEREAS, the City Council of the City of Rhome, Texas desires to provide a mechanism by which local modifications reflecting the unique needs of the City of Rhome may be made when deemed appropriate; and

WHEREAS, in order to offset costs associated with the administration, investigation, and implementation of the municipal codes adopted herein, the City Council desires to update fee schedules for the cost of the various services provided by the City relating to any municipal codes; and

WHEREAS, to promote transparency and efficiency by locating all fees in a single chapter of the Code of Ordinances; and

WHEREAS, the City Council of the City of Rhome, Texas has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens of the City that the municipal codes be updated, be established as hereinafter stated.

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

**SECTION 1
LEGISLATIVE FINDINGS**

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

**SECTION 2
FEE SCHEDULE**

The fee schedule shall be amended as follows and shall be maintained in the City Secretary’s Office. ***Any city service fee** not provided in ordinance shall be in an amount sufficient to reimburse the cost to the City to provide such service as calculated by City Staff and approved by the City Administrator.

SECTION 3
AMMENDING CHAPTER 15 "SCHEDULE OF FEES"

Section	Item	Cost
Fire Department – Permits/Inspections (15.01.015)	Water Incidents - Level 1	\$538 plus \$66 per hour, per rescue person
	Water Incidents - Level 2	\$1,077 plus \$66 per hour, per rescue person
	Water Incidents - Level 3	\$2,665 plus \$66 per hour, per rescue person
	Back Country or Special Rescue	\$538 plus \$66 per hour, per rescue person. Additional rates of \$538 per hour per response vehicle and \$66 per hour per rescue person
	Miscellaneous / Additional Time on- scene	Engine billed at \$538 per hour Truck Billed at \$673 per hour Miscellaneous equipment at \$404 per hour
Fire Department – Fire Response Mitigation (15.01-015)	Motor Vehicle Incidents – Level 1	\$584
	Motor Vehicle Incidents – Level 2	\$667

	Motor Vehicle Incidents – Level 3 – Car Fire	\$813
	Extrication	\$1,757
	Landing Zone	\$537
	Additional Time on Scene	Per Hour Engine: \$538 Truck: 673 Misc. Equipment: \$404
	HazMat – Level 1	\$943
	HazMat – Level 2	\$3,369
	HazMat – Level 3	\$7953
	HazMat – Additional time on scene	Per Hour Engine: \$38 Truck: \$673 Misc. Equipment: \$404
	Illegal Fires	Per Hour Engine: \$538 Trucks: \$673
	Chief Response	\$337 per hour
	Additional time on scene (all levels of service)	Per Hour Engine: \$503 Truck: \$629 Misc. Equipment: \$378

SECTION 4 PROVISIONS CUMULATIVE

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

SECTION 5
PROVISIONS SEVERABLE

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

SECTION 6
RIGHTS AND REMEDIES SAVED

All 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 7
PENALTY

Any person, firm, or corporation, who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2000.00) or the maximum allowed by law for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 8
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 9
EFFECTIVE DATE

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

PASSED AND APPROVED by the City Council of the City of Rhome, Texas, this the 8th day of June 2023.

Patricia Mitchell,
Mayor

[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

Rhode, Texas 76078

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

www.cityofrhode.com cityadministrator@cityofrhode.com

AGENDA ITEM 3



Agenda Commentary
Meeting Date: June 08, 2023

Department: Police

Contact: Eric Debus, Police Chief

Agenda Item: Texas Smart Buy Membership Program

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

Summary:

- Our DWI blood test kits are evaluated by the Texas Department of Public Safety.
- Texas DPS will only accept test kits sold on the WorkQuest website.
- Prior to ordering from WorkQuest, a city must be a member of the Texas Smart Buy Membership Program.
- Yearly membership fee is \$100 and provides access to all contracts.
- The attached Resolution will allow us to become a member of Texas Smart Buy.

Funding Expected: ☐ Revenue ☒ Expenditure ☐ N/A

Budgeted Item: ☒ Yes ☐ No ☐ N/A

GL Account: _____ Amount: **\$100.00**

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

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

History / Details / Recommendation:

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
FREEMAN F. MARTIN
DWIGHT D. MATHIS
JEOFF WILLIAMS
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
STEVE H. STODGHILL
DALE WAINWRIGHT

December 17, 2021

SUBJECT: Specimen Testing Kit Requirement (Driving Cases)

In April 2021, the DPS Crime Laboratory was informed by law enforcement agencies that they were unable to purchase toxicology blood alcohol collection kits due to a supply shortage from the DPS approved kit vendor (WorkQuest). WorkQuest confirmed the supply shortage and in May 2021, the DPS Crime Laboratory enacted a temporary measure to allow law enforcement agencies to submit toxicology blood alcohol collection kits purchased from third party vendors. This temporary measure was to allow WorkQuest to replenish their supply. WorkQuest has advised that all back orders have been filled and anticipate being fully operational by January 2022.

Effective March 1, 2022, DPS Crime Laboratory locations will no longer accept toxicology blood evidence collection kits purchased from third party vendors. All toxicology blood evidence must be submitted to DPS Crime Laboratory locations in DPS approved toxicology blood evidence collection kits.

DPS approved toxicology blood evidence collection kits can be purchased through one of the following options.

- 1) DPS General Store (DPS PERSONNEL ONLY)
- 2) Texas Smart Buy
 - a. Questions regarding membership or purchasing can be sent via email to txsmartbuy@cpa.texas.gov or via telephone to 512-463-3034 option 1
 - b. Toxicology and Blood Alcohol Kit: <http://www.txsmartbuy.com/product/5641674>

If you have specific questions, contact your local DPS Crime Laboratory location.



Texas SmartBuy Membership Program

Resolution

State of Texas, County of _____

(County Entity Located In)

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments **pursuant to §§271.082 and 271.083 of the Local Government Code.**

Whereas, the _____
(Enter Board of Directors, City Council, Commissioner's Court, School Board, etc.)

of _____, is a:
(Enter Name of Qualified Applicant/Entity)

(Check One of the Following)

- | | |
|--|--|
| <input type="radio"/> Appraisal District | <input type="radio"/> Charter/Academy School |
| <input type="radio"/> Community Supervision/Corrections Department | <input type="radio"/> Council of Governments/Planning Commissions |
| <input type="radio"/> County | <input type="radio"/> Education Service Center |
| <input type="radio"/> Fire Prevention District | <input type="radio"/> Hospital District |
| <input type="radio"/> Judicial District | <input type="radio"/> Junior/Community College |
| <input type="radio"/> Library District | <input type="radio"/> Mental Health/Mental Disability Organization |
| <input type="radio"/> Municipality | <input type="radio"/> School District |
| <input type="radio"/> State-funded Assistance Organization | <input type="radio"/> Texas Rising Star Care Provider |
| <input type="radio"/> Special District | <input type="radio"/> Utility District |
| <input type="radio"/> Emergency Service | <input type="radio"/> Drainage |
| <input type="radio"/> Housing | <input type="radio"/> Municipal |
| <input type="radio"/> Political Subdivision | <input type="radio"/> Special |
| <input type="radio"/> Port or Transportation Authority | |
| <input type="radio"/> Workforce Development Board | |

defined as an entity qualified to participate in the Texas SmartBuy Membership Program of the Texas Comptroller of Public Accounts pursuant to §271.081 of the Local Government Code.

_____ and
Primary Contact and Title

Secondary Contact and Title

is/are authorized to execute all documentation for _____ pertaining to its participation in the
(Entity Name)

Texas Comptroller of Public Accounts Cooperative Purchasing Program; and

Whereas, _____ acknowledges its obligation to pay annual participation fees established by the
(Entity Name)

Texas Comptroller of Public Accounts.

Now, Therefore Be it Resolved, that request be made to the Texas Comptroller of Public Accounts to approve
_____ for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.
(Entity Name)

Adopted this _____ day of _____, _____ by _____
(Entity Name)

By: _____
Signature of Chair Printed Name and Title of Chair

Signature of Primary Contact Printed Name and Title of Primary Contact

Signature of Secondary Contact Printed Name and Title of Secondary Contact



Glenn Hegar
Texas Comptroller of Public Accounts

Publication 96-1356-3 (09/22)

City of Rhome Resolution

2023-12

WHEREAS, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments **pursuant to §§271.082 and 271.083 of the Local Government Code.**

WHEREAS, the City Council of City of Rhome is a Municipality defined as an entity qualified to participate in the Texas SmartBuy Membership Program of Public Accounts pursuant to §271.081 of the Local Government Code; and

WHEREAS, Amanda DeGan, City Administrator, and Eric Debus, Chief of Police are authorized to execute all documentation for City of Rhome pertaining to its participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program; and

WHEREAS, City of Rhome acknowledges its obligation to pay annual participation fees established by the Texas Comptroller of Public Accounts.

NOW, THEREFORE IT BE RESOLVED, that request be made to the Texas Comptroller of Public Accounts to approve City of Rhome for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.

Adopted the 8th day of June, 2023 by Rhome City Council

By

Signature of Chair

Patricia Mitchell, Mayor

Signature of Primary Contact

Amanda DeGan, City Administrator

Signature of Secondary Contact

Eric Debus, Chief of Police



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

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

www.cityofrhome.com cityadministrator@cityofrhome.com

AGENDA ITEM 1



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

Administration by the Numbers – May 2023

Bank Statement Balances

Account Name	Balances as of May 2022	Balances as of May 2023
2019 Bond Checking	\$1,955.66	\$0.00
Business Checking	New Account 2022	\$4,330,595.62
Fire Dept Checking	\$30,203.01	CLOSED
Fire Dept Savings	\$59,328.25	\$68,381.46
General Fund Checking	\$783,181.85	CLOSED
General Fund Savings	\$220,024.90	\$221,418.76
Hotel Motel Tax	\$87,495.81	CLOSED
Interest & Sinking	\$435,425.79	CLOSED
LOGIC	\$435,583.71	\$342,850.03
MC Building Security	\$35,340.07	CLOSED
MC Technology Fund	\$2,429.66	CLOSED
Meter Deposits	\$113,903.94	\$139,173.66
Parks & Recreation Checking	\$41,611.19	CLOSED
Payroll ZBA Account	\$0.00	\$0.00
Police Grant Account	\$2,807.26	CLOSED
Police Seizure Funds	\$12,087.51	CLOSED
Rhome Beautification Fund	\$451.00	CLOSED
Rolling V	\$25,366.00	CLOSED
TEXSTAR	CLOSED	CLOSED
Water & Sewer Checking	\$1,533,176.17	CLOSED
TOTAL	\$3,820,371.78	\$5,102,419.53

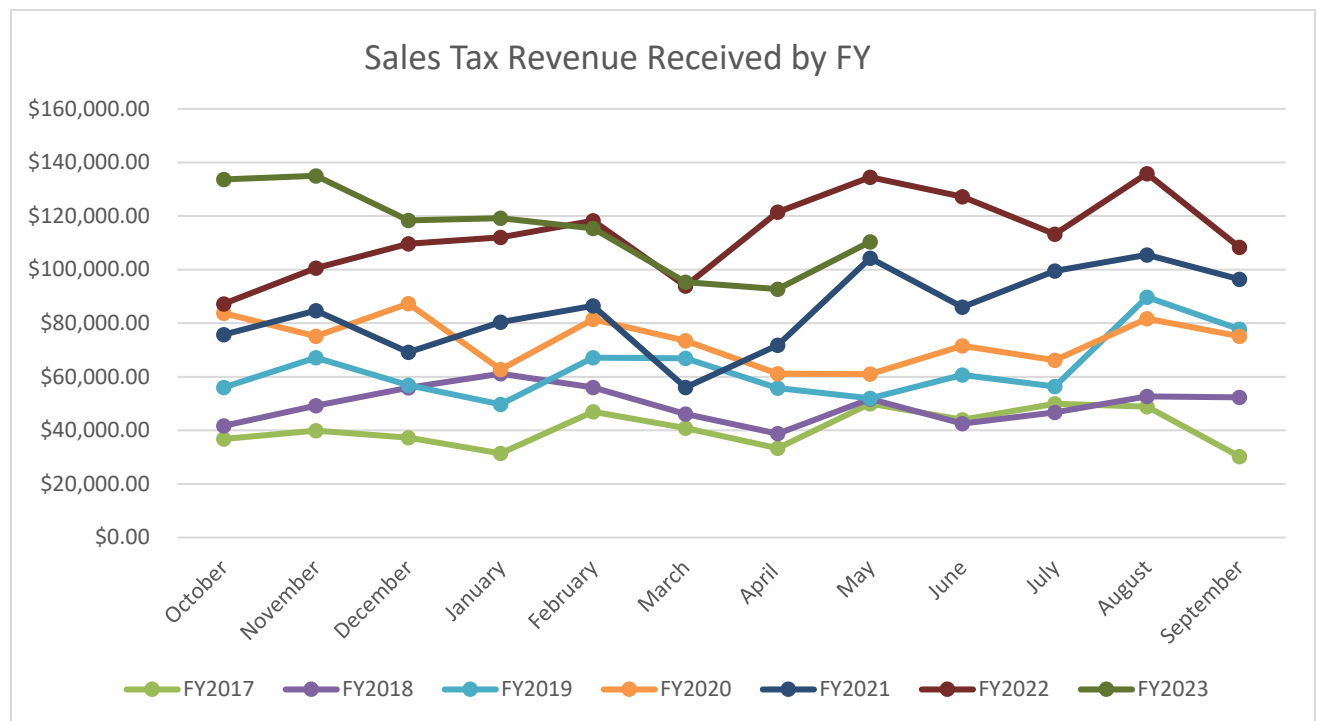
Per Council's previous direction to reduce costs and to streamline processes, Staff worked with OpenGov to implement consolidated cash. Several accounts were closed in December 2022 as a result of reaching the desired goal.

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

Fiscal Year Sales Tax Revenue Received

May 2023 –

Month Received	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
October	\$36,761.46	\$41,715.19	\$55,994.48	\$83,748.34	\$75,745.64	\$87,240.35	\$133,715.93
November	\$39,909.64	\$49,257.27	\$67,076.39	\$75,077.06	\$84,636.19	\$100,616.96	\$135,029.18
December	\$37,325.73	\$55,857.75	\$56,827.29	\$87,313.44	\$69,183.69	\$109,601.99	\$118,417.56
January	\$31,401.41	\$61,139.42	\$49,719.73	\$62,703.14	\$80,355.58	\$112,070.99	\$119,211.81
February	\$47,000.93	\$56,030.60	\$67,180.35	\$81,459.72	\$86,432.78	\$118,263.75	\$115,348.10
March	\$40,837.42	\$46,156.35	\$66,853.76	\$73,488.63	\$56,025.15	\$93,857.59	\$95,262.56
April	\$33,361.07	\$38,766.96	\$55,814.51	\$61,205.25	\$71,816.35	\$121,488.55	\$92,730.95
May	\$49,987.00	\$51,754.08	\$52,022.35	\$61,014.98	\$104,220.79	\$134,530.78	\$110,396.67
June	\$43,940.94	\$42,538.20	\$60,712.41	\$71,595.88	\$86,028.11	\$127,257.66	
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	
Total	\$489,595.61	\$594,864.73	\$756,112.07	\$880,635.57	\$1,015,847.29	\$1,362,425.94	\$809,716.09



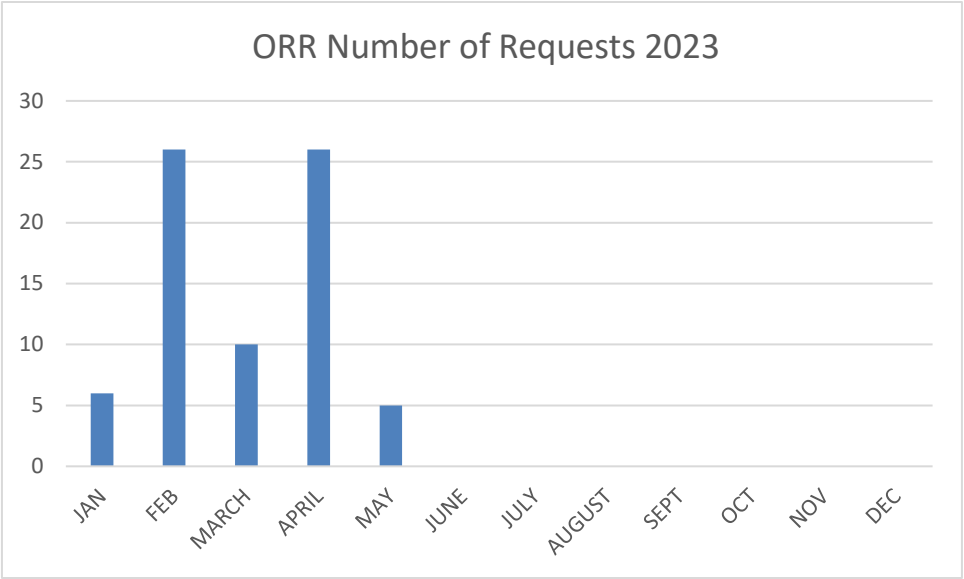
Requests for Information:

ORR NUMBER	NAME REQUESTED	DATE REQUESTED	DATE DUE	INFORMATION REQUESTED	TIME TO COMPLETE	RELEASE DATE
2023-069	Chris Parrott	5/1	5/15	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 April 1, 2023 - April 30, 2023.	10	5/15
2023-070	Carole Bartholomew	5/2	5/16	Please email me the issued permits for residential and swimming pools with contractor, job address, value and issue date for the month of April 2023	20	5/16
2023-071	Ashley Majors	5/15	5/30	What was the total amount paid for by the City of Rhome to the City Attorney Tose regarding the ORR from Cathy Coffee ORR for the crash report on October 6, 2021?	45	5/25
2023-072	Steve Catlin	5/19	6/5	Any permit that had to do with electrical, plumbing, HVAC, or roofing for 175 W Logan, Rhome Apartments	25	5/25

2023-073	Cathy Coffee	5/25	6/9	Copies and/or List of documents, checks, proclamations, contracts, and employee reviews Patti Mitchell has refused to sign from May 2022 to present	90	5/25
2023-069	Chris Parrott	5/1	5/15	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 April 1, 2023 - April 30, 2023.	10	5/15

Calendar YTD Requests for Information

Requests Received	73
Pending / Open	0
Sent for Attorney General Opinion (RFO)	1
Complete / Closed	73
Requestor Fees – <i>in an effort to streamline, responses less than 50 pages will be emailed to the requestor to reduce supply costs and staff time</i>	0
Approximate Staff Time	30.50
Approximate Supply Cost	0
Approximate Staff Cost	\$762.50





Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | permits@cityofrhome.com

Building and Development

MAY 2023		FY 2022-2023
Permits Issued:	28	324
Building Permit	8	66
Certificate of Occupancy		6
Electrical Permit:	2	39
Plumbing Permit:	2	19
Lights on Inspection		
Mechanical	1	9
Moving Structure	3	93
Irrigation Permit		
Demolition		4
Pelim/Final Plat		8
Right of Way	1	7
Concrete		1
Solicitor		2
Fire Alarm		
Fire Sprinkler		
Specific Use		1
Health Permit		36
Zoning Change		
Liquid Waste		
Backflow		1
Sign	11	15
Event		3
Type:	Address:	Assoc. Permits:
Plumbing	117 St James	
	350 Hickory	
Building	295 Virginia	
	1119 Meadowlark x2	
	277 US HWY287	
	150 North Front	
	1130 Meadowlark	
	261 School Road	
	208 Cheyenne Trail North	



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | permits@cityofrhome.com

Signs	Quik Trip x11	
Moving Structure	Top Notch x3	
Right of Way	Water Tower (Morris)	
Mechanical	1108 Mount	
Electrical	NISD (prairie view)	
	208 Cheyenne Trail North	



RHOMB MUNICIPAL COURT

COURT ACTIVITY	FEB. 2023	MAR. 2023	APR. 2023	MAY 2023		
Monthly Violation Activity						
<i>Violations issued:</i>	145	154	151	70		
<i>Average speed over posted limit:</i>	18.60	20.50	20.30	23.38		
<i>Fines/Fees/Costs Assessed (for issued violations):</i>	\$41,350.00	\$43,973.00	\$44,747.00	\$21,254.00		
<i>Citations closed:</i>	340	216	185	185		
<i>Citations dismissed (best interest/compliance)</i>	190	121	90	111		
Private Collections Activity						
<i>Total # of violations paid:</i>	60	53	44	50		
<i>Total amount collected:</i>	\$20,226.22	\$16,443.09	\$11,599.60	\$17,236.47		
<i>Less 30% owed to Private Collections (commission)</i>	\$4,667.57	\$3,764.23	\$2,637.08	\$4,093.04		

Court Fines/Fees/Costs Revenue						
<i>Court Citation Revenue:</i>	\$49,804.65	\$48,620.09	\$35,376.52	\$36,756.43		
<i>Court Security Fund Revenue:</i>	\$813.38	\$773.48	\$579.44	\$546.05		
<i>Court Technology Fund Revenue:</i>	\$720.38	\$664.01	\$498.34	\$409.14		
<i>Court Jury/Juror Fund Revenue:</i>	\$28.89	\$22.93	\$17.35	\$19.40		
<i>Court Truancy Prevention/Diversion Fund Revenue:</i>	\$784.40	\$764.94	\$561.96	\$527.30		
<i>Consolidate Fee-Local Fund Revenue:</i>	\$968.40	\$945.77	\$733.66	\$671.05		
Monthly Court Expenditures						
<i>Contract Labor:</i>						
<i>a. Presiding Judge</i>	\$900.00	\$900.00	\$900.00	\$900.00		
<i>b. DART Courier Service (to transport files to/from prosecutor & judge for dockets)</i>	\$81.40	\$162.80	\$169.11	\$40.70		
<i>Legal Fees (State's Attorney/Prosecutor)</i>	\$1,000.00	\$950.00	(pending invoice)	(pending invoice)		
<i>GHS – Private Collections Company (30% fee of total collected)</i>	\$4,667.57	\$3,764.23	\$2,637.08	\$4,093.04		

RHOME POLICE DEPARTMENT

Monthly Report
May 2023



RHOME PD UPDATES



In May, the Rhome Police Department was fortunate to welcome Officer Kris Garrett. He comes to us with almost 18 years of Law Enforcement experience. He holds a Master Peace Officer License and is a Certified Firearms Instructor. We are excited to have him on our team and look forward to many years of working with him as the department grows.



RHOME PD UPDATES



For the past several months, the Rhome Police Department has been making improvements to the building. The most recent addition included the installation of a front door, greatly improving accessibility for the public. This new addition offers numerous benefits, such as improved convenience and clear guidance for visitors. The front door symbolizes the department's commitment to community engagement and fosters transparency by encouraging public participation. It serves as a welcoming gateway for citizens to access police services, report incidents, or seek assistance.



TRAINING

In May your Rhome Police Department was proud to host Retired Dallas PD Sgt. Keith Wenzel who presented:

Beyond the Cones

A Culture Change to Reduce Crashes, Injuries, and Fatalities

Beyond the Cones is the only vehicle and driver course addressing officer, community and organizational liability. **FACT:** Auto Incidents are the #2 Cause of LE-LOD deaths in this country. Focusing on the rising number of crashes, injuries and fatalities occurring in and around an emergency vehicle, this course trains students to make intelligent decisions based on procedural, legal and moral principles.

As well as:

Tactical Leadership

When Seconds Count, Decisions Matter

Tactical Leadership addresses the skills necessary to establish a cohesive and forward thinking team and ready them for success on the street. In addition, videos of actual critical incidents will be viewed, analyzed and discussed in order to develop a workable understanding of how to manage an event to a successful conclusion.

Both were held at the Wise County Campus of Weatherford College. The courses were open to all agencies. Officers from Bridgeport, Decatur, and Weatherford College attended. Forging of relationships through training is a crucial element of a well-rounded Law Enforcement Officer. We look forward to hosting more trainings in the future.



TRAINING



We are excited to announce that Officer Juan Munoz has received his Advanced Peace Officer Certificate. This is achieved through hard work, dedication, and a lot of training classes. Officer Munoz took on the challenge and rose to it. We are all proud to have him as a teammate.

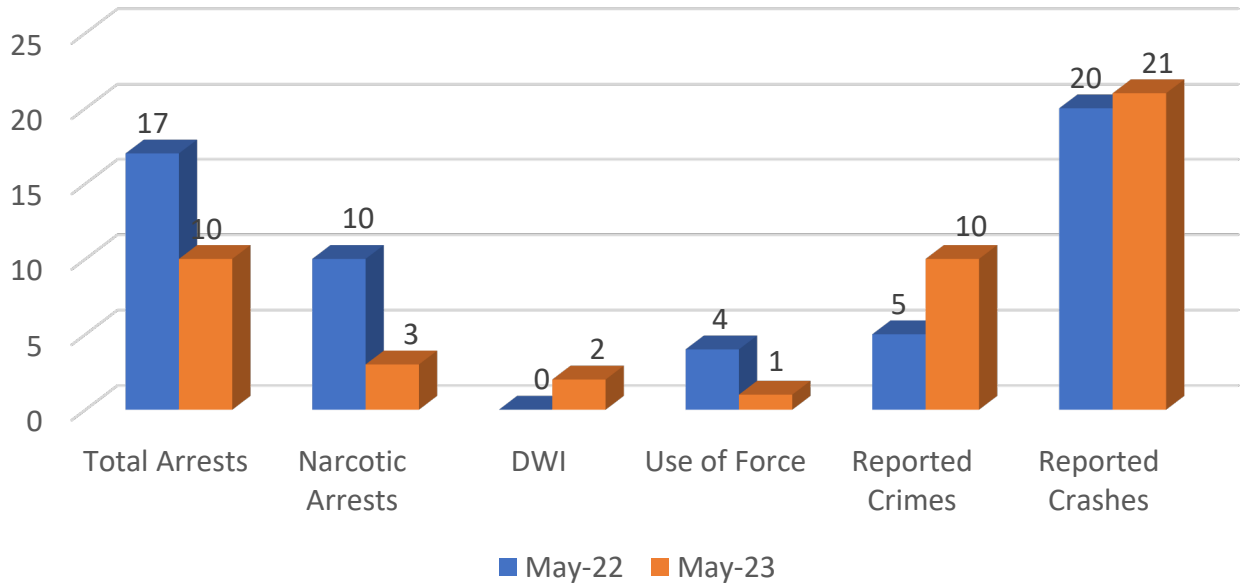
Other Training Completed:

- Officer Grant – Crisis Intervention Training (Needed for his Mental Health Peace Officer Certification)
- Officers Roberson and Hachtel – Tactical Trauma Care

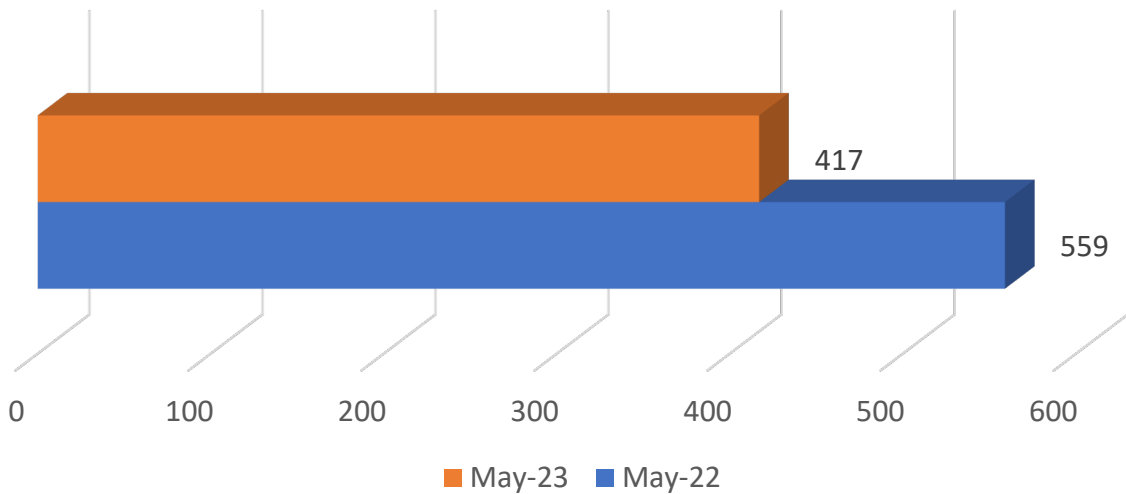


MONTHLY STATISTICS

Monthly Activity

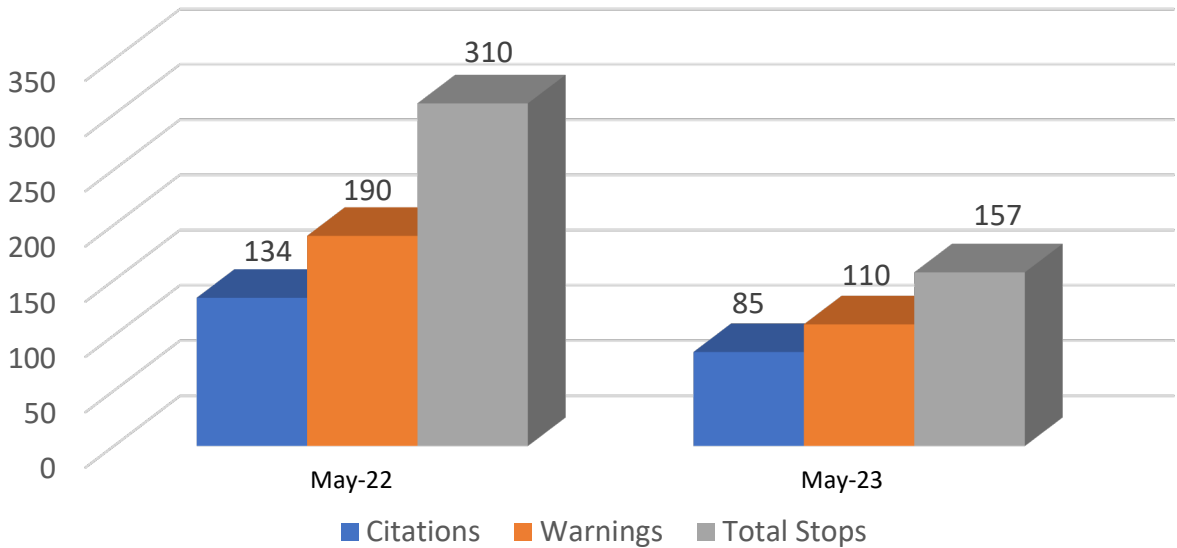


Calls For Service

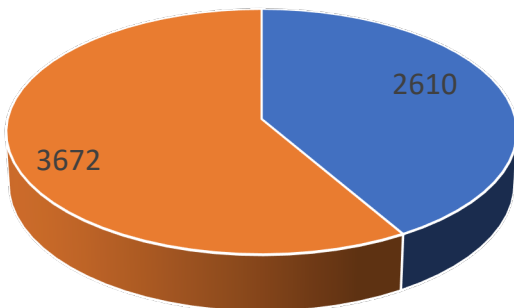


MONTHLY STATISTICS

Traffic Stops

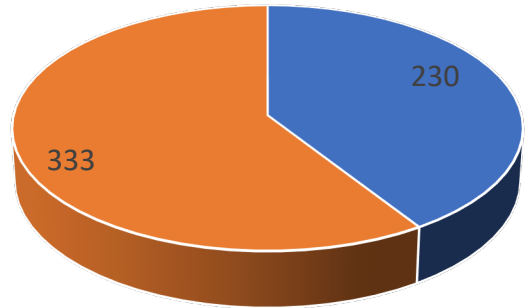


Security Checks



■ May-22 ■ May-23

Neighborhood Patrols



■ May-22 ■ May-23



NARCOTICS SEIZED

Methamphetamine

3.7 Grams

THC Wax

2.5 Grams



FUTURE PLANS / PROJECTS

The Rhome Police Department is committed to constantly improving how we do business to provide the best level of law enforcement customer service to the citizens of Rhome.

- With approval from the Rhome City Council, we have entered into an agreement with propertyroom.com and will soon be disposing of unused and outdated items in the storage area.
- We have begun making minor improvements to the Police Department building using the funds granted by the City Council.
- We are continuing to identify areas of improvement within the department and are implementing new policies and procedures to those ends.

I am always available if you have any further questions.



Chief of Police
RHOME POLICE DEPARTMENT





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

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

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

To: Amanda DeGan-City Administrator

From: Jesus Dominguez - Director of Public Works

Date: May 31, 2023

Re: May Monthly Report

Reporting:

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

Equipment Issues: waiting on new trucks. (2023 Ford f250s should be in production soon.)

- 1) ram 1500 gold truck A.C. malfunctioning
- 2) ram 1500 silver truck is having issues turning over (possible starter)
- 3) 2013 2500 silver chevy electrical issues
- 4) Ram 2500 no A.C. and other minor issues.
- 5) Vac truck has a leaking piston.

Maintenance:

- 1) Normal preventative maintenance was performed for the water system.
- 2) Normal preventative maintenance was performed for the wastewater system
- 3) Monthly preventative collection system maintenance to wastewater collection line

Water:

- 1) Well site maintenance-Mowing
- 2) In process of working on new Lead and copper inventory (TCEQ)
- 3) Inspecting water line QT is adding on B.C. Rhome.
- 4) Continuously monitoring water lines where contractors are digging along FM 3433 daily.

Wastewater

(April full report closed 5/20/2023) East Plant; Flow- 1.232 million Gallons Total, Average 41,067 GPD, Rain- 1.0 inches, Temperature: 41 degrees F to 77 degrees F, average Cl2 residual- 2.33 Mg/l.

(April full report closed 5/20/2023) West Plant; Flow- 1.721 million Gallons Total, Average- 57,367 GPD, Rain- 0.5 inches, Temperature- 45 degrees F to 78 degrees F, average Cl2 residual- 2.13 Mg/l.

1. WWTP site maintenance – Mowing and cleanup site
2. Jetted sewer lines for maintenance
3. West Plant Lift Station- cleaned and washed down after rain event.

Streets/Parks:

- 1) Normal preventative maintenance –trash pickup, mow, applied ant killer
- 2) Pothole patching
- 3) Fixed lock in men's bathroom
- 4) Clean restrooms- bathrooms
- 5) Pulled weeds in butterfly garden and added weed fabric and mulch with iris's donated to the city.

Building Maintenance:

- 1) Changed air filters city hall.
- 2) Changed U.S., Texas and P.O.W flags at all city locations prior to memorial weekend.
- 3) Clean flower beds at city hall, added weed fabric and planted iris's donated to the city.

Administration:

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

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

Jesus Dominguez

Public Works Director



RHOME FIRE RESCUE

Duty • Honor • Compassion • Service

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

May 2023 – Council Fire Report

Calls for Service Monthly:

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

Calls for Service by type:

	EMS	MVA	Structure Fires	Grass Fires	Vehicle Fires	Fire Invest.	Fire Alarms	Gas Leak	Road Hazard	Lift Assist	Other
May 2023	34	16	6	2	2	9	5	0	0	1	7
Year-To-Date	122	54	19	18	5	19	16	4	3	13	25

Call Locations

	City	County	Auto/Mutual Aid Given	Auto/Mutual Aid Received	Cancelled	Weather Watch
April 2023	37	45	5	2	2	0
Year-To-Date	133	130	20	10	7	1

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

Membership

Current Members – 12		
#	Area	
2	City	
2	In District	
10	Out of District	
EMS Certification - 10		
9	EMT Basic	-
3	Paramedics	-

Membership

- We will be interviewing 5 people for new membership in June 2023
- Released one member in May 2023

Events

- Veterans Memorial Event – Engine 217

Command Staff

- Chief Estes will be completing the second phase of Fire Inspector I-II this month.

Equipment

- Engine 317 is back from Cummins and in service. Waiting on pump test
- Large brush truck has been stiped and next phase will happen in middle of June with a in service date of early July.
- Small Brush truck 217 was taken to Performance Diesel and had steering wheel and shift lever worked on at a cost of \$440.00.

Station

- Repairs to keep rat's and mice out of dayroom and dorm are almost complete.
- We received two donations for refrigerators and one oven: One refrigerator and oven were donated from Robert and Yolanda Heinsohn and Lowes in Decatur donated a refrigerator. We greatly appreciate their generosity.
- Looking for carpet in Dorm. Once this is completed, we will have a clean safe place for members to spend the night in. Long overdue.

Training & Professional Development

- 1 member has scheduled the state test for instructor I on June 20th, 2023.
- 1 member is currently in Fire Inspector class. State testing has been scheduled for August 2023
- 1 member is currently in college finishing a bachelors in Emergency Administration.
- Rhome hosted a 2 forcible entry class for Newark and Boyd.
- A new member completed CPR training.



RHOME FIRE RESCUE

Duty • Honor • Compassion • Service

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

Prevention/Community Risk Reduction

Community Risk Reduction

- Regular Testing
 - Storm Sirens – completed
 - AED will be inspected in city on June 7th, 2023

Prevention

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

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

W Scott Estes

Fire Chief/EMC/Paramedic

Rhome Fire Rescue



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

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

www.cityofrhode.com cityadministrator@cityofrhode.com

AGENDA ITEM 1



Agenda Commentary
Meeting Date: June 08, 2023

Department: Administration

Contact: Amanda DeGan, City Administrator

Agenda Item: Business Hosted Public Safety Event

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

Summary:

- Staff have spoken to a new business owner in Rhome who would like to host an event for our public safety staff and would also like to open the event so that residents of Rhome may attend.
- Staff were directed to bring back details of the event as they emerged and will have an update.

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:



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

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

www.cityofrhode.com cityadministrator@cityofrhode.com

AGENDA ITEM 2



Agenda Commentary
Meeting Date: June 08, 2023

Department: Administration

Contact: Amanda DeGan, City Administrator

Agenda Item: Utility Payment and Health Assistance Program

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

Summary:

- Staff have received a request from a resident asking if we were interested in becoming a vendor in the Texas Utility Help Program, which is funded through the Comprehensive Energy Association Program (CEAP).
- CEAP provides grant funding for low-income individuals who pay a high proportion of their income on electricity, gas, propane, water/waste water/sewer, etc.
- Staff have also learned of a program through Wise Health System (WHS), called Unite Us that will also provide broader social support.

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:

Texas Utility Help would low-income individuals who need help to pay their utility bills. Eligible expenses include electricity, gas, propane, water, and wastewater. Customers of the program are not required to repay any assistance and must live in a single or multi-family home, or a mobile home. Individuals must be at or below 150% of Federal Poverty Income Guidelines ("FPIG"). The maximum household income depends on how many persons are living in the household and is based on GROSS income (before taxes, deductions, etc.), not take-home pay. All members of the household must be included in the income total regardless of citizenship status, however those who are not citizens or qualified aliens are not included in the Household size for income determination.

With Texas Utility Help our residents would likely submit claims for water / wastewater accounts. There is a \$2,400 cap on water/waste water bills with no cap being applicable for past due amounts.

<https://texasutilityhelp.com/>

Another program that was discussed with the area city managers, is the “Unite Us” benefit system through Wise Health Systems. This program provides both health and social care options for residents that are targeted to health and welfare options as well as links them to non-profits and private-sector partners who can assist with health-related needs.

If Council directs Staff to pursue this option, we would like to schedule someone from Wise Health to present an overview of the program and be on-hand to answer any questions you all may have.

<https://uniteus.com/networks/texas/>



TEXAS UTILITY HELP PROGRAM UTILITY PROVIDER AGREEMENT

PURPOSE. The purpose of the Texas Utility Help Utility Provider Agreement ("**Vendor Agreement**"), funded from the Comprehensive Energy Assistance Program ("**CEAP**") and the Low-Income Home Water Assistance Program ("**LIHWAP**"), is to provide a grant for emergency assistance to low-income households known as ("**Certified Customer or Customers**"), particularly those with the lowest incomes that pay a high proportion of household income for electricity, gas, propane, known as "**Energy Services**" and water, storm water, drinking water, wastewater/sewer, and groundwater services, known as "**Water Services**".

The Utility Services Provider identified below ("**Vendor**") agrees to the terms of the CEAP and/or LIHWAP grant(s) as applicable and to accept payment from CEAP and LIHWAP for eligible CEAP and LIHWAP households to whom Vendor continues to provide Utility Services. Texas Department of Housing and Community Affairs ("**TDHCA**" or "**Agency**") agrees to make payments only for CEAP and LIHWAP households who have been determined to be eligible for the program.

The Agency and Vendor are each a party to this Vendor Agreement and herein each referred to as "**Party**" or collectively referred to as "**Parties**".

TERM. This Vendor Agreement shall be effective from the date of the Vendor's signature below, and shall terminate on ~~December 31, 2023~~ June 30, 2024, unless earlier terminated by one of the Parties in accordance with the terms of the Agreement. Either of the Parties may terminate this Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

Commented [AK1]: New proposed date, perhaps through June 2024

NOTICE. Notice shall be sent via certified mail to the address as entered or updated by Vendor in the Texas Utility Help Vendor portal. The notice address for Agency is P.O. BOX 13941, Austin, TX 787113941.

AGENCY REPRESENTATIONS. The CEAP funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, prevention of disconnection of service, and/or to pay either partially or in full an eligible CEAP Certified Customer current due energy bill, in addition to prospective payments in accordance with program rules, known as "**Eligible Costs**" for Energy Services. The LIHWAP funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP Certified Customer current due water bill, known as "**Eligible Costs**" for Water Services.

VENDOR'S REPRESENTATIONS. The Vendor represents and warrants that it will apply any payments received from Agency to the Certified Customer's account related to Eligible Costs.

AGENCY AND VENDOR ACKNOWLEDGEMENT. Both Parties acknowledge that this Vendor Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the CEAP and LIHWAP.

Both Parties acknowledge that TDHCA may select entities to serve CEAP and LIHWAP clients in Texas, and that Vendor shall not refuse to enter into other agreements with these entities because of the existence of this Vendor Agreement.

AMENDMENTS. Any and all amendments to this Vendor Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

VENDOR'S RESPONSIBILITIES. Vendor will, with reference to a Certified Customer:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible CEAP and/or LIHWAP households, as applicable, and household accounts including but not limited to bills, payments, and services.
- Provide Energy and/or Water Services to each eligible and approved household for which payment is provided under CEAP and/or LIHWAP.
- Upon accepting payment from Agency for Certified Customer, continue or restore energy and/or water service to Certified Customer ~~with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission ("PUC"), if applicable with no increases in charges, service charges or other charges or fees affecting the total cost of the bill except for increases to the same approved by the Vendor's governing body applicable to Vendor's customers.~~
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon ~~verbal~~ written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history as soon as possible, but no later than forty-eight hours following the request. The Agency represents to Vendor that the eligible LIHWAP client for which this information is sought authorizes the Vendor to release this information to the Agency.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide Energy and/or Water Service, as applicable, or otherwise discriminate in the marketing and provision of Energy and/or Water Service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of household in an economically distressed geographic area, or qualification for low-income energy- or water-efficiency services.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed to the Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply CEAP or LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply CEAP or LIHWAP payments to commercial accounts. CEAP and LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on CEAP and LIHWAP household bills, the amount of CEAP and/or LIHWAP payment(s) received in a manner which identifies the payment as received from CEAP and/or LIHWAP or at least the amount paid by CEAP and/or LIHWAP shown as ~~credited~~.

Commented [AK2]: CEAP has no jurisdiction over the city's rates, charges, etc. as none of the city's have given up their rate-making jurisdiction to the PUC.

Commented [AK3]: Will want to check what authority, if any, has been given to the staff to waive fees, make payment arrangements, etc. Could be in an ordinance (codified or uncoded) or policy (official, unofficial, Council-approved, etc.) and staff will need to ensure there is equal application of this authority to all groups not just those participating in this program.

Commented [AK4]: This requires Water Provider to show on the bills if a payment was made by LIHWAP and for how much. This is an added responsibility on their customer service/billing folks.

~~June 2022~~ May 2023

- Continually maintain accurate records of CEAP and LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with CEAP and LIHWAP Vendor Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the CEAP and LIHWAP.
- Certified Customer must agree to authorize the Vendor to release the applicant's information as described below to the Agency, Texas Department of Housing and Community Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies including contractors.
- Data related to a Certified Customer's Energy or Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The Certified Customer's application will authorize the Vendor to release this information to the Agency.
- Vendors providing Water Services represent and warrant that they have a current Vendor Certificate of Convenience and Necessity Number ("CCN").

Commented [AK5]: Separate accounting processes for LIHWAP accounts and this would be another added responsibility on the customer service/billing folks.

Commented [AK6]: Staff will need to prepare an authorization for this release. It will apply to this section and the following section. This is of particular importance if the client has opted into protection of their utility information under Utilities Code § 182.052. Disclosure of Personal Information.

AGENCY RESPONSIBILITIES. The Agency will:

- Maintain ~~in~~ Agency's system of record the Certified Customers' written permission for Agency's access to Certified Customer's information as stated above.
- Obtain, in accordance with the requirements of Tex. Util. Code Sec. 182.052, written permission for Agency to request and have access to household information, including confidential or personal account information, credit and payment history, from households seeking Agency's assistance. Social Security numbers are not required for the LIHWAP or CEAP program and may not be disclosed to Agency.
- Review invoice(s) submitted by the Vendor and/or the Certified Customer. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of a Certified Customer to Vendor without having adequate funds to pay such payments.
- Provide payment to the Vendor after receipt of proper invoices and documentation from the household, and any additional required documentation or clarification, for services rendered pursuant to this Vendor Agreement.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and Certified Clients, if requested from Vendor.
- Comply with all relevant state and federal laws and regulations in its implementation of the CEAP and LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human

~~June 2022~~ May 2023

Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the Texas Utility Help program by posting the same on the Texas Utility Help website.

- ☐ **OBLIGATIONS.** Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding under the statewide Texas Utility Help program. If funding for Energy and/or Water services, as applicable, is not available to make payments, Agency will notify Vendor in writing within a reasonable time after such fact is determined.

CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law, including, but not limited to, the Texas Public Information Act; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit Energy and/or Water Services as applicable; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

VENDOR:

Authorized Vendor Signature

Date

Typed Name of Authorized Signature

Title

Typed Vendor Name

AGENCY:

Authorized Agency Signature

Date

Typed Name of Authorized Signature

Title

WISE COUNTY

WHS to partner with cities, county for Unite Us program

BY AUSTIN JACKSON

ajackson@wcmessenger.com

Wise Health System (WHS) is forming a county-wide partnership to connect residents with resources that it hopes will improve societal factors that impact health outcomes.

On Monday, Wise County Commissioners and the City of Decatur each unanimously approved agreements with WHS to participate in Unite Us, a technology service that connects health and social care.

With consent, the technology would track the activities and outcomes of people who are seeking assistance.

"We want to connect people with those needs with resources in our community," said WHS Director of Population Health Jordan Holzbog. "I consider us a flyer community. We have a

flyer for everything. It's great, we hand them out. But would you go and take the flyer and call the number if you had a need? Probably not."

Unite Us describes its services as a system that identifies and predicts social care needs in communities, helps enroll people in services and leverages outcome data to further drive community investment.

Holzbog said the Unite Us program would provide referrals to organizations that would then reach out to participants to more effectively connect people with resources, while also removing the pressure of reaching out for help.

The web-based platform would connect nonprofits to the hospital, as well as cities to create a centralized network of available resources.

Holzbog said Healthy Wise County looked

into the platform as part of its efforts to improve the community's overall wellness, especially as the county experiences growth in the 55 to 84-year-old demographic.

"Social determinants of health is the picture of an overall individual, and the healthcare aspects — medications, physicians that you see, what goes on inside the walls of a healthcare system — only makes up 30 percent of your overall health. The 70 percent is made up of external impacts. The environment you live in, behaviors and socioeconomic status."

The Robert Wood Johnson Foundation estimates that 10 percent of Wise County residents live in poverty and 21 percent are uninsured. The foundation also estimates 45 percent of adults are obese, and 14 percent of households

either experience overcrowding, lack of kitchen facilities, lack of plumbing and high housing costs, based on the ratio of income to housing.

Through the platform and collaborative approach, Holzbog said relief on a utility payment or connections to a food pantry could impact health outcomes.

The county participation in the program involves a \$5,000 payment up front, and a \$5,000 annual payment. The Wise Health Foundation/WHS and United Way Wise County would each contribute \$5,000 a year. Participating cities and municipalities would contribute \$500 a year.

Holzbog doesn't believe WHS's potential acquisition from HCA Healthcare's Medical City Healthcare will impact the agreement.



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 3



Agenda Commentary
Meeting Date: June 08, 2023

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

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

Summary:

- Staff have been discussing this issue with Council over the past several months.
- The Wise County Messenger has also written several articles about this issue: February of 2023, May of 2023, and June of 2023 .
- At the meeting in May, Council discussed drafting a letter in support of the sheriff's request for funds to support dispatch, with the funds coming from Wise County rather than the cities.
- Council Member Loftis offered to draft a letter, which is included in the packet in draft form for review.

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:

From: [Rhome Council Member Place 3](#)
To: [City Administrator](#); [Rhome Mayor](#)
Subject: Draft of Sheriff Lane Aiken Proclamation
Date: Wednesday, May 31, 2023 9:06:28 AM

Please forward this to the other Council members if it is not in violation of Sunshine laws.
Thank you.

Sheriff Lane Akin
Wise County Sheriff's Office
200 Rook Ramsey Drive
Decatur, TX 76234

Dear Sheriff Akin,

The Rhome Mayor and City Council hope this letter finds you in good health and high spirits. We are writing to express our support of your exceptional leadership as the Sheriff of Wise County, Texas. Over the years, we have witnessed your unwavering commitment to ensuring the safety and well-being of the community, and we want to commend you for your dedicated service.

We are writing to bring attention to a concern that has been troubling leadership and members of the City of Rhome: the current dispatch staffing situation. It has come to our attention that the dispatch team is operating under significant strain due to a shortage of personnel. As the backbone of the Sheriff's Office, dispatch plays a vital role in maintaining public safety and coordinating emergency responses. We believe it is crucial to address this issue promptly and efficiently.

With the growing demands and challenges faced by law enforcement agencies across the country, we would like to suggest exploring alternative management strategies to alleviate the burden on the dispatch team. One possible solution could be to implement a rotating shift system, allowing for a more balanced workload and reducing fatigue among dispatchers. Additionally, investing in advanced dispatch technology and training programs could enhance the efficiency and effectiveness of the dispatch operations. Alternative recruiting strategies and retention incentives could attract additional candidates for filling open positions.

Furthermore, we would like to draw your attention to the impending aggressive growth in Southern Wise County. While this growth brings great opportunities and prosperity to our community, it also places a significant strain on the budgets of local cities. With increased demands for services and infrastructure, it is crucial to ensure that our law enforcement agencies have the necessary resources to effectively address these challenges.

Considering the potential strain on the local city budgets, we suggest exploring the possibility of obtaining additional funding from the Wise County budget surplus. Wisely allocating a portion of the surplus to support the Sheriff's Office would not only alleviate the burden on local cities but also ensure that our local law enforcement agencies are adequately equipped and staffed to handle the expected growth.

Sheriff Akin, your proven dedication and strong leadership have been instrumental in maintaining the safety and security of our community. we have no doubt that with your guidance and expertise, Wise County will continue to thrive and overcome any challenges that lie ahead. Please know that the City of Rhome stands behind you and supports your efforts wholeheartedly.

Thank you for your tireless service and commitment to our community. The Mayor and City Council of Rhome wish you continued success in all your endeavors.

Sincerely,

The Mayor of Rhome and Rhome City Council



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