



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

Mayor Pro-Tem,
Place 1
Josh McCabe

Place 2
Michelle Tye

Place 3
Elaine Priest

Place 4
Kathy Konegni

Place 5
Patrick Meehan

Interim City
Administrator
Eric Debus

City Attorney
Carvan Adkins

City Secretary
Shaina Odom

Interim Fire Chief
Michelle Di
Credico

Police Chief
Eric Debus

Public Works
Director

NOTICE OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, November 10, 2022

Regular Session: 6 pm

Executive Session: Immediately Following Regular Session

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

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

Live Streaming the meeting using GoToMeeting.

Please call 1 (646) 749-3129 Access Code 573-286-373

Toll Free 1-877-309-2073

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

Regular Session: 6 pm

Call to Order and Establish a Quorum –

Invocation – Pastor Heath Van Zandt

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

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

Public Comments

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

Announcements from Mayor and Council Members

- City Hall Closed November 11, 2022 for Veterans Day
- City Hall Closed November 24-25, 2022 for Thanksgiving

Regular Agenda – Recognition

- A. Discussion and any necessary action regarding the 2022 third quarter Shine Award recipient **(Interim City Administrator)**

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.

- B. Minutes of City Council Regular Session dated October 27, 2022 **(City Secretary)**
C. Minutes of City Council Regular Session dated November 1, 2022 **(City Secretary)**

Monthly Staff Reports and Board Minutes

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

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

Public Hearing

- E. City Council to conduct a Public Hearing to consider a replat; one tract being legally described as Acres: 3.00, Abst: A-817 JC, also known as 401 E Hickory Street, Rhome, TX 76078
F. City Council to conduct a Public Hearing to consider a replat; one tract being legally described as Acres: TRACT 21 6.81330 ACRES, also known as 5399 Hwy 114, Rhome, TX 76078

Regular Agenda – New Business

- G. Discussion and any necessary action regarding a replat; one tract being legally described as Acres: 3.00, Abst: A-817 JC, also known as 401 E Hickory Street, Rhome, TX 76078 **(Interim City Administrator)**
H. Discussion and any necessary action regarding a replat; one tract being legally described as Acres: TRACT 21 6.81330 ACRES, also known as 5399 Hwy 114, Rhome, TX 76078 **(Interim City Administrator)**
I. Discussion and any necessary action regarding Ordinance 2022-20 vetoed by Mayor
J. Discussion and any necessary action regarding FY 2021-2022 Budget amendments **(Interim City Administrator)**
K. Discussion and any necessary action regarding transparency, Oath of Office, Code of Conduct, and Closed Sessions **(Priest)**
L. Discussion and any necessary action regarding performance of Mayoral duties **(Priest)**
M. Discussion and any necessary action regarding Ellis Homestead road project **(Mayor)**
N. Discussion and any necessary action regarding Waiver of Conflict **(Interim City Administrator)**
O. Discussion regarding Interlocal Agreement with Aurora for police services **(Interim City Administrator)**
P. Discussion and any necessary action regarding appointment of City Administrator

Convene into Executive Session –

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

- Q. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney

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

Regular Agenda – New Business

- U. Discussion and any necessary action regarding Executive Session

Future Agenda Items

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

Adjourn

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

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

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

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

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

CERTIFICATION: I do hereby certify that the above City Council Agenda was posted on the designated bulletin board located at City Hall, 501 South Main Street, Rhome, Texas by 6pm on November 7, 2022.


Shaina Odom, City Secretary

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

_____, Title: _____



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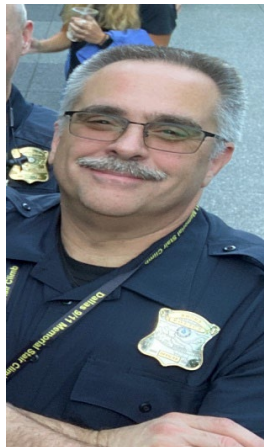
Telephone: 817-636-2462 | Metro: 817-638-2758

www.cityofrhode.com cityadministrator@cityofrhode.com

AGENDA ITEM A



Marc Stanwyck:



SHINE Award Third Qtr. 2022

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

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

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

Thank- you Marc for exhibiting the SHINE principles!



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AGENDA ITEM B



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AGENDA ITEM C



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AGENDA ITEM D



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Administration by the Numbers – October 2022

Bank Statement Balances

Account Name	Balances as of October 2021	Balances as of October 2022
2019 Bond Checking	\$4,071.56	\$0.00
Business Checking	New Account 2022	\$2,017,221.91
Fire Dept Checking	\$75,039.12	\$58,875.81
Fire Dept Savings - Quarterly Statement	\$40,949.03	\$40,949.03
General Fund Checking	\$381,038.22	\$814,755.48
General Fund Savings	\$270,857.77	\$220,412.00
Hotel Motel Tax	\$87,489.48	\$17.28
Interest & Sinking	\$124,734.84	\$441,172.23
LOGIC	\$912,855.92	\$332,173.12
MC Building Security	\$35,355.41	\$8.09
MC Technology Fund	\$2,458.66	\$.21
Meter Deposits	\$102,008.64	\$121,882.30
Parks & Recreation Checking	\$31,098.77	\$10.30
Payroll ZBA Account	\$0.00	\$0.00
Police Grant Account	\$2836.10	\$.55
Police Seizure Funds	\$12,077.92	\$2.38
Rhome Beautification Fund	\$451.00	\$1140.00
Rolling V	\$27,578.54	\$0.00
TEXSTAR	\$81,900.54	CLOSED
Water & Sewer Checking	\$86,306.07	\$272,702.81
TOTAL	\$2,279,107.59	\$4,431,323.50

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

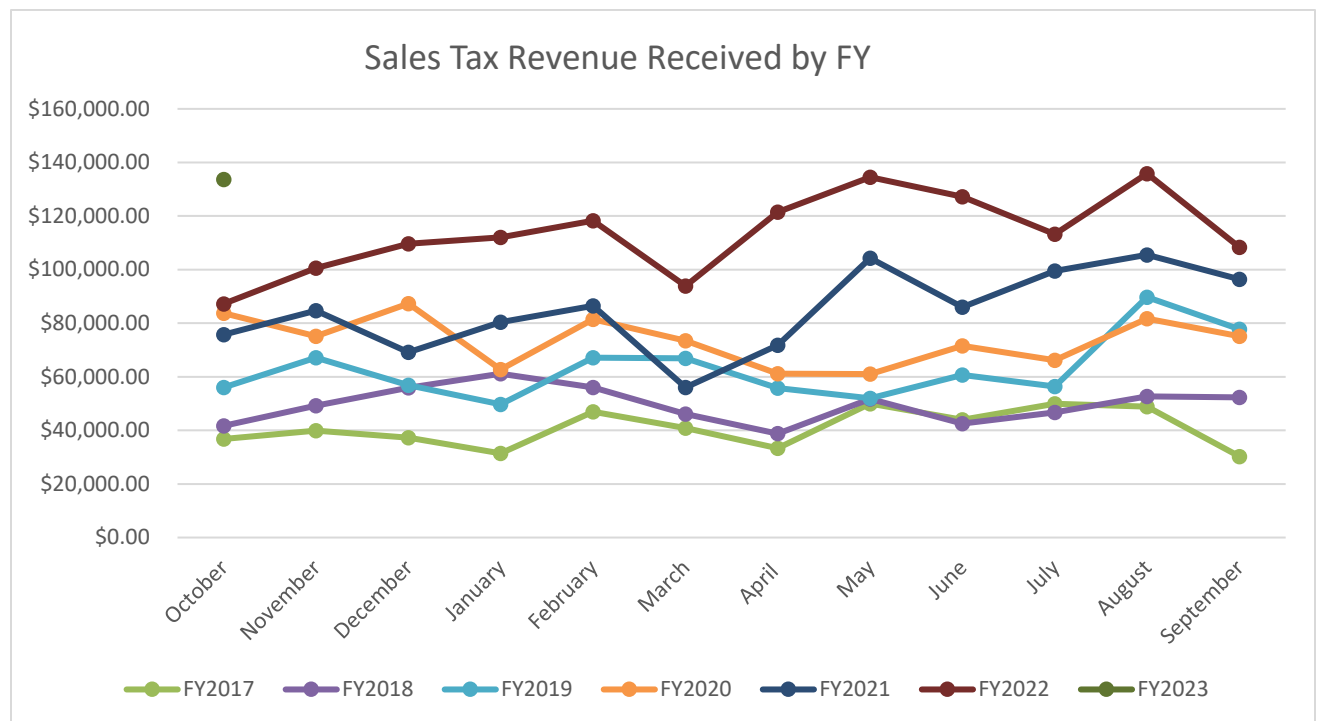
During the month of September 2021, the following account was closed:

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

Fiscal Year Sales Tax Revenue Received

September 2022 –

Month Received	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
October	\$36,761.46	\$41,715.19	\$55,994.48	\$83,748.34	\$75,745.64	\$87,240.35	\$133,715.93
November	\$39,909.64	\$49,257.27	\$67,076.39	\$75,077.06	\$84,636.19	\$100,616.96	
December	\$37,325.73	\$55,857.75	\$56,827.29	\$87,313.44	\$69,183.69	\$109,601.99	
January	\$31,401.41	\$61,139.42	\$49,719.73	\$62,703.14	\$80,355.58	\$112,070.99	
February	\$47,000.93	\$56,030.60	\$67,180.35	\$81,459.72	\$86,432.78	\$118,263.75	
March	\$40,837.42	\$46,156.35	\$66,853.76	\$73,488.63	\$56,025.15	\$93,857.59	
April	\$33,361.07	\$38,766.96	\$55,814.51	\$61,205.25	\$71,816.35	\$121,488.55	
May	\$49,987.00	\$51,754.08	\$52,022.35	\$61,014.98	\$104,220.79	\$134,530.78	
June	\$43,940.94	\$42,538.20	\$60,712.41	\$71,595.88	\$86,028.11	\$127,257.66	
July	\$49,928.81	\$46,649.99	\$56,382.32	\$66,189.23	\$99,504.10	\$113,283.50	
August	\$48,878.03	\$52,698.74	\$89,739.58	\$81,658.50	\$105,530.55	\$135,847.46	
September	\$30,263.17	\$52,300.18	\$77,788.90	\$75,181.40	\$96,366.36	\$108,366.36	
Total	\$489,595.61	\$594,864.73	\$756,112.07	\$880,635.57	\$1,015,847.29	\$1,362,425.94	\$133,715.93



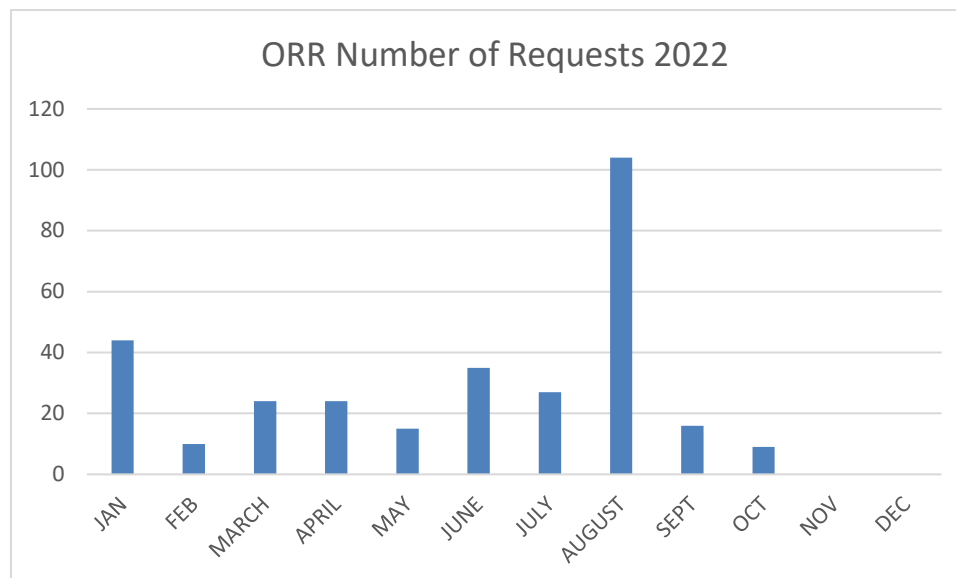
2022-307	James Hunt	3-Oct	10/18	Tornado Sirens - What models and how many dose the city of rhome have? When were they last replaced or when were they originally installed? How much was spent on them? Thank you	45	10/24
2022-308	James Hunt	6-Oct	10/21	I would like to see something with the "date" and "time" these 3 documents were signed. Thank you •City Administrator Consulting services agreement (Northrop)	15	10/24
2022-309	James Hunt	6-Oct	10/21	I would like to see something with the "date" and "time" these 3 documents were signed. Thank you •Separation agreement and release (Northrop)	15	10/24
2022-310	James Hunt	6-Oct	10/21	I would like to see something with the "date" and "time" these 3 documents were signed. Thank you •Employment agreement (Debus)	15	10/24
2022-311	Alecia Sanchez	7-Oct	10/22	5390 E Highway 114, Rhome, Texas - Outside City Limits		
2022-312	James Hunt	7-Oct	10/22	I James Hunt would like the new Oct 2022 Water Rates	10	10/7
2022-313	Janine Rugas	21-Oct	11/4	A copy of your building permit records since September 13, 2022, including Permit number, applied issued dates, work address, permit type, permit status, description of work to be done, contractor and architect details, job valuation		
2022-314	James Hunt	31-Oct	11/14	In 2001 Rhome received an allocation from the American rescue planned act program from the United States department of treasury.1. How much money was received from the ARPAP and what was it spent on? 2. Was there any additional allocations of funds from any government sources or grants sense 2019 during the covid pandemic like the one listed above? If yes what were the amounts?(Clarification Request Sent - 2021, not 2001)		

2022-315	Carlo Silvestri	26-Oct	11/9	Good afternoon. Thanks for talking to me the other day about my request. I was able to get our client to narrow down the list to the attached which also includes more detailed site locations. Can you please provide water and sanitary sewer information for each of these? Is water and sewer located at the site and if not, what is the closest?		
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Requests for Information:

Calendar YTD Requests for Information

Requests Received	314
Pending / Open	9
Sent for Attorney General Opinion (RFO)	0
Complete / Closed	303
Requestor Fees – <i>in an effort to streamline, responses less than 50 pages will be emailed to the requestor to reduce supply costs and staff time</i>	\$6.00
Approximate Staff Time	209 HRS
Approximate Supply Cost	\$9
Approximate Staff Cost	\$5223.00





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www.cityofrhome.com | permits@cityofrhome.com

Building and Development

October 2022

FY 2022-2023

Permits Issued:	11	224
Building Permit	1	48
Certificate of Occupancy		4
Electrical Permit:	1	31
Plumbing Permit:	2	13
Lights on Inspection		
Mechanical	1	5
Moving Structure	4	68
Irrigation Permit		
Demolition		4
Pelim/Final Plat		7
Right of Way		2
Concrete		1
Solicitor		2
Fire Alarm		
Fire Sprinkler		
Specific Use		1
Health Permit		20
Zoning Change		
Liquid Waste		
Backflow		
Sign		3
Event	2	3
Type:	Address:	Assoc. Permits:
Event	Rhome Pavilion	
Building	1314 Roe Helm	
Plumbing	1113 Ellis Lane	
	261 North School Road	
Event	Rhome Park/ Civic Pavilion	
	Rhome Park/ Civic Pavilion	

[illegible]



Code Enforcement Monthly Report

Rhyme Police – October 2022

Violations reported to Code Enforcement via email – 0

Violations reported to Code Enforcement via phone – 1

New violations cases opened – 2

10/1 – 204 Clear Fork – high grass and weeds

10/1 – 213 Clear Fork – high grass and weeds

Violations closed due to compliance – 13

360 W. BC Rhyme Ave – grass mowed

325 W. BC Rhyme Ave – grass mowed

1213 Alliance – junked vehicles moved from front of property

QT lot BC Rhyme Ave – grass mowed

104 Troxell – grass mowed

604 Troxell – grass mowed

125 Hampton Ct – grass mowed

200 Troxell – grass mowed

165 W First – grass mowed

200 S Dogwood – grass mowed

115 S Old School Rd – grass mowed by city contractor

140 S Old School Rd – grass mowed

1110 Meadowlark – grass mowed by city contractor

City ordinance calls responded to – 0

Estimated labor hours spent on code enforcement for month – 16

RHOMÉ POLICE DEPARTMENT

Monthly Council Report
October 2022



RHOME PD UPDATES

National Night Out



This years National Night Out was a great success. Your Rhome PD loves getting out in the community and meeting folks and talking with the citizens. This year we expanded out into the park to utilize more of the space. We are looking forward to next years event and plan to make it bigger and better.



RHOME PD UPDATES

Trunk or Treat



Trunk or Treat this year was a lot of fun for our officers. It was good to get back into the park after a few years hiatus. We can't wait to get involved in more community events.

RHOME PD UPDATES

Prairie View Elementary Trunk or Treat



Rhome PD was invited to this years Trunk or Treat hosted by Prairie View Elementary. Officer Hachtel and Sergeant Soultairé attended and passed out candy to all the little ghouls and goblins. The kids had a great time looking into the police cars, and the officers had a great time hanging out.



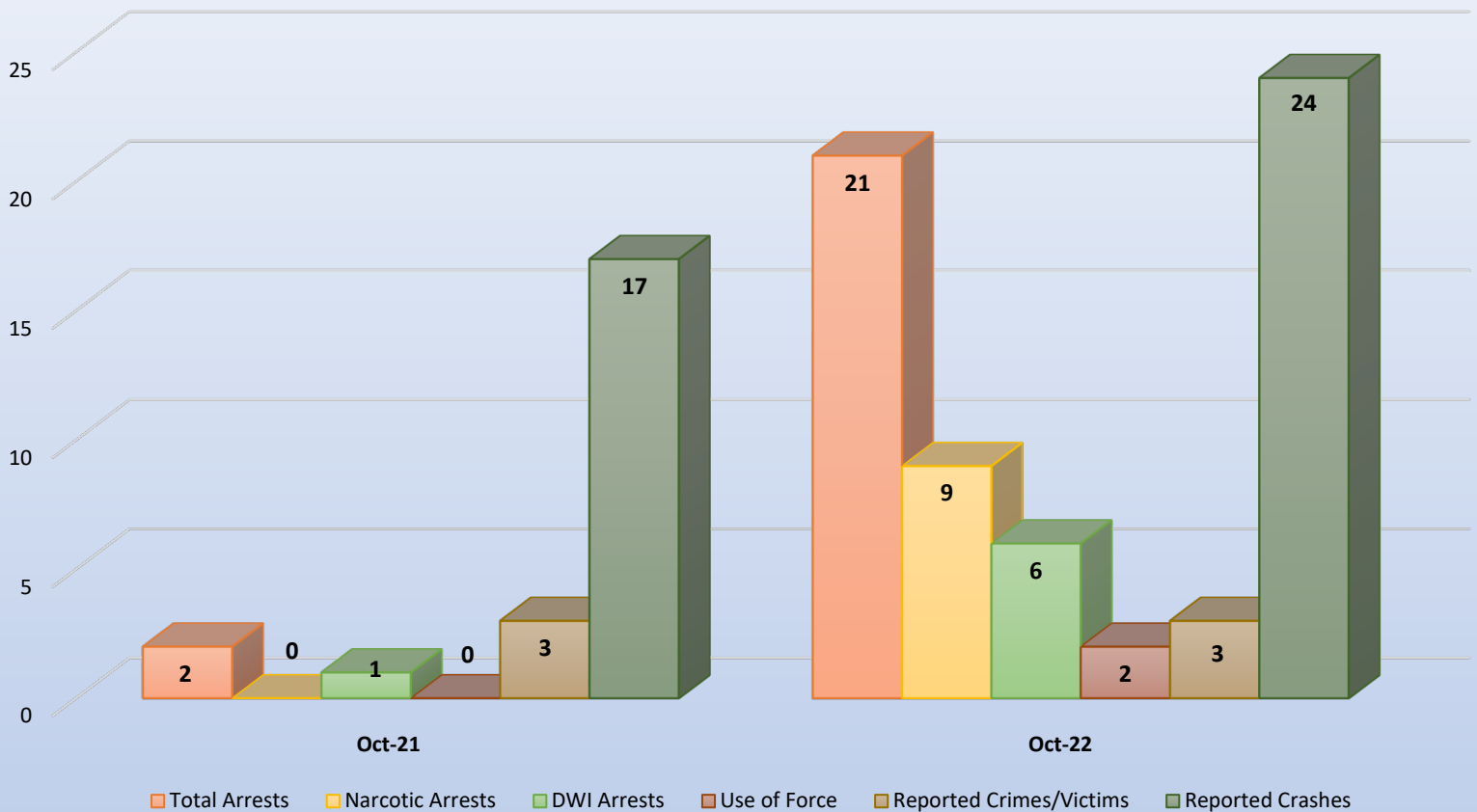
TRAINING

Officers Hachtel and Munoz completed a Standardized Field Sobriety Testing (SFST) Refresher class. SFST is a perishable skill, and this class helps officers retain the working knowledge of how to perform the test.

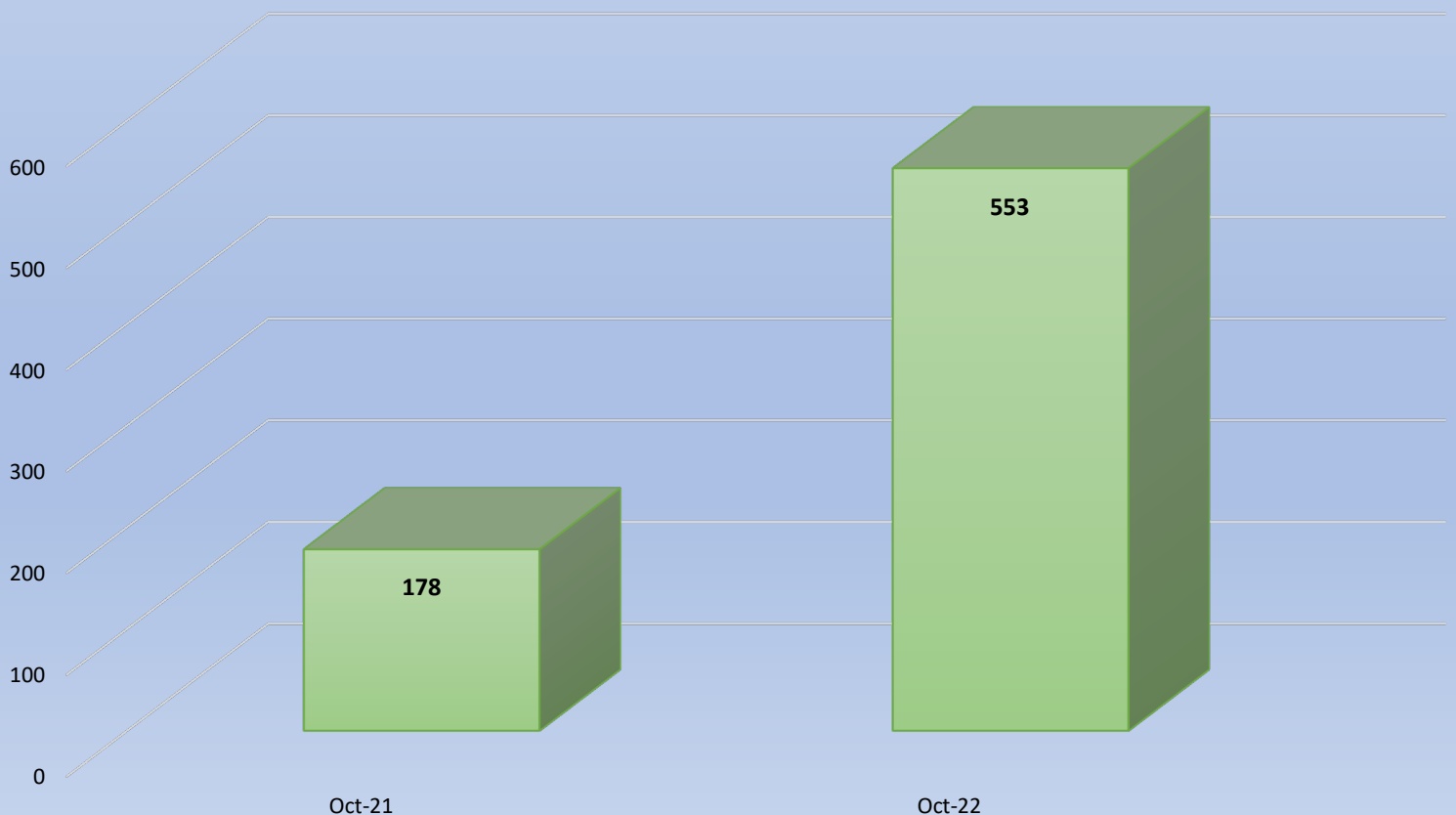
Sergeant Soultair attended Managing the Property and Evidence Room training class. As the manager of the Rhome PD property room, Sergeant Soultair took this course to arm him with the tools and knowledge to run the room efficiently and legally.

MONTHLY STATISTICS

Monthly Activity

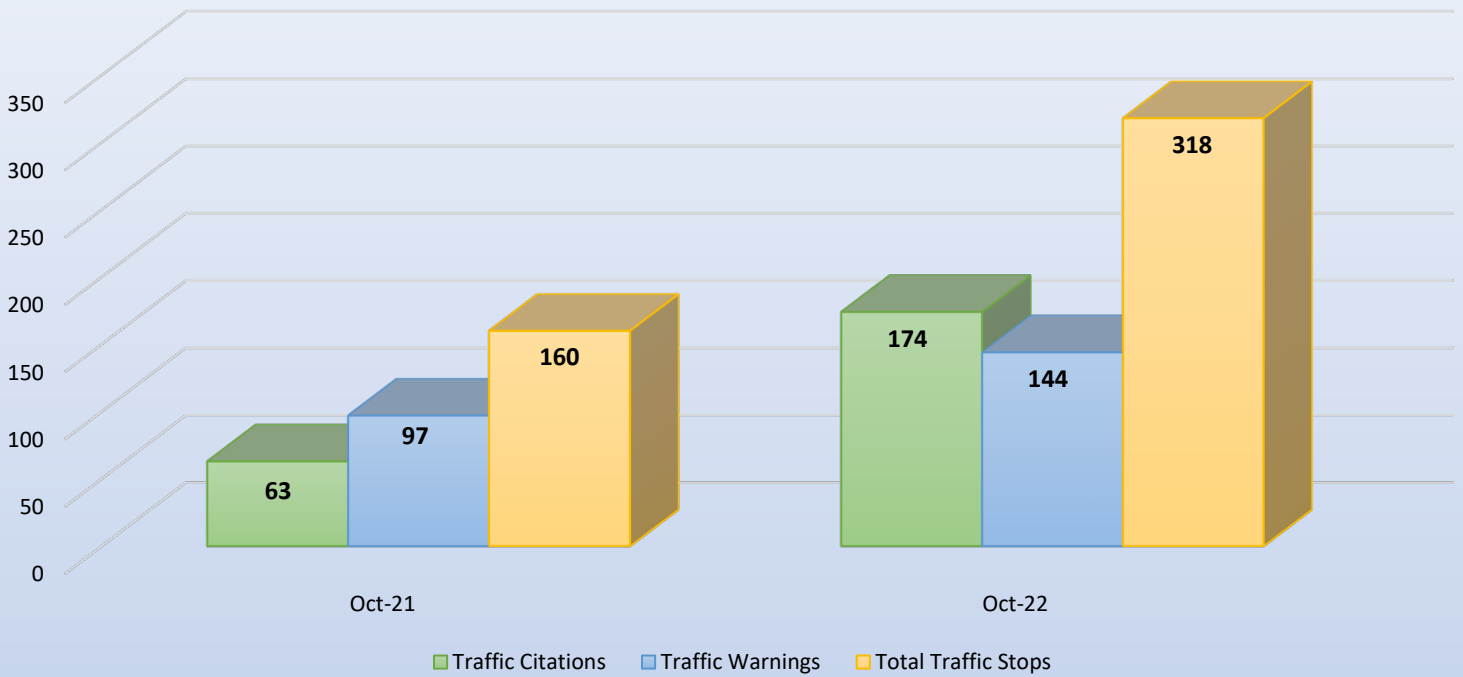


Calls For Service

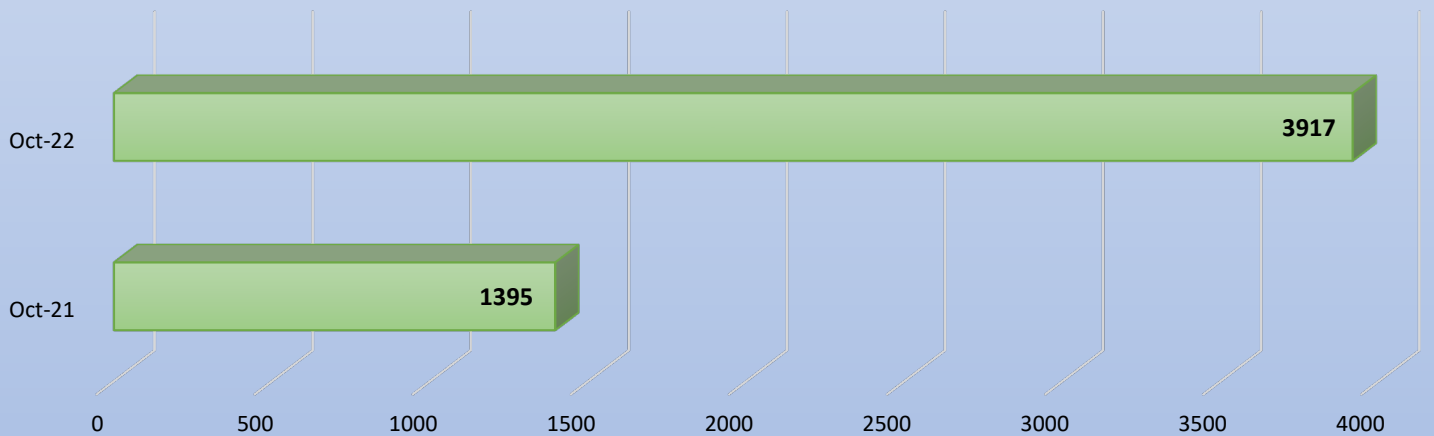


MONTHLY STATISTICS

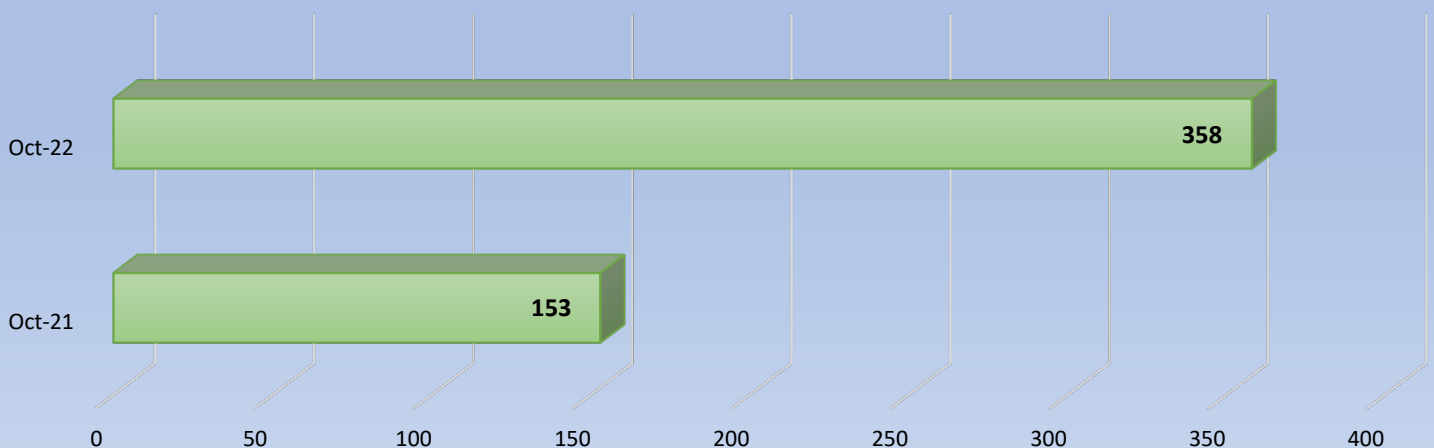
Citations



Security Checks



Neighborhood Patrols



NARCOTICS SEIZED

Methamphetamine

70.29 Grams

Crack Cocaine

10.33 Grams



FUTURE PLANS / PROJECTS

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

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

I am always available if you have any further questions.

Eric Debus

Chief of Police

Rhome Police Department



RHOME MUNICIPAL COURT

COURT ACTIVITY	2021-2022 FY TOTALS	OCT. 2022				
Monthly Violation Activity						
<i>Violations issued:</i>	1886	191				
<i>Average speed over posted limit:</i>	18.55	18.37				
<i>Fines/Fees/Costs Assessed (for issued violations):</i>	\$548,385.00	\$53,416.00				
<i>Citations closed:</i>	2560	143				
<i>Citations dismissed (best interest/compliance)</i>	1211	33				
Court Fines/Fees/Costs Revenue						
<i>Total Court Revenue:</i>	\$420,440.96	\$33,401.38				
<i>Court Security Fund Revenue:</i>	\$6,506.56	\$614.16				
<i>Court Technology Fund Revenue:</i>	\$5,892.99	\$520.00				

Private Collections Activity						
Total # of violations paid:	465	30				
Total amount collected:	\$153,372.21	\$7,223.10				
Less 30% owed to Private Collections (commission)	\$35,425.22	\$1,650.72				
Monthly Court Expenditures						
Contract Labor:						
a. Presiding Judge	\$10,500.00	\$900.00				
b. DART Courier Service (to transport files to/from prosecutor & judge for dockets)	\$938.91	\$84.24				
Legal Fees (State's Attorney/Prosecutor)	\$10,064.94	(pending invoice)				
GHS – Private Collections Company (30% fee of total collected)	\$35,425.22	\$1,650.72				



RHOME FIRE RESCUE

Duty • Honor • Compassion • Service

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

October 2022 – Council Fire Report

Monthly Calls for Service (Monthly Average YTD: In 2022 – 73 calls per mo.; In 2021 – 70 calls per mo.)

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
2022	80	70	81	65	60	74	89	71	59	76			725
2021	81	78	68	67	69	58	71	59	77	72	61	78	839

Calls for Service by type (Oct EMS – 33%; Oct Fire – 67%; YTD EMS – 41%; YTD Fire – 59%)

	EMS	MVA	Structure Fires	Grass Fires	Vehicle Fires	Fire Invest.	Fire Alarms	Gas Leak	Road Hazard	Lift Assist	Other
Oct 2022	25	24	3	8	2	5	1	0	2	3	3
Year-To-Date	297	130	51	96	12	42	4	5	9	33	46

Call Locations (Oct City – 42%; Oct County – 58%; YTD City – 42%; YTD County – 58%)

	City	County	Auto/Mutual Aid Given	Auto/Mutual Aid Received	Cancelled	Weather Watch
Oct 2022	32	44	10	11	0	0
Year-To-Date	306	419	124	55	13	1

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

Membership

Current Members – 14	
#	Area
2	City
4	In District
10	Out of District
0	Probationary
3	Associates
EMS Certification - 7	
6	EMT Basic
1	Paramedics

Membership Committee has several pending applications being processed at this time.

Command Staff

- Working on the approved apparatus replacement plan from the city council meeting on July 25th to move forward on replacement of the two aging brush trucks utilizing funds from RVR and the FD savings account.
- Received \$100,000 grant approval for a Texas Forestry Grant for a Large Truck Chassis covered at 90% reimbursement to be used as part of the apparatus replacement plan for the two aging brush trucks.
- Received \$20,000 grant approval for a Texas Forestry Grant for a Slip On Unit covered at 90% reimbursement to be used as part of the apparatus replacement plan for the two aging brush trucks.
- Inside personal lockers for members included in FY 2022-2023 budget requests. Obtaining quotes from several vendors. Working personal lockers in conjunction with FD facility upgrades as approved by Council.
- Facilities Upgrade – Coed updates as prioritized by city council. Command staff are working on the plan for facilities upgrades.
- Hired RVR 100% funded full-time firefighter after interview process in September. Thomas Cannon started full-time work on October 4th.
- Command Staff – 248 manhours excluding time on emergency calls.

Emergency Management

- Planning/Preparation – Coordinating with local fire chiefs on strategic plans for mitigating large incidents

Events

- October
 - 4th National Night Out in support of Police Department (FD cooked during the event)
 - 8th Newark Cruisin' Days Parade
 - 11th Wise County Public Safety Fall Festival
 - 14th Fire Prevention Day at Prairie View Elementary School
 - 27th Prairie View Elementary School Trunk or Treat
 - 28th Memorial Service for Former Fire Chief Robert Pratt
 - 30th Fairview/East Wise FD Trunk or Treat
 - 31st Rhome Fire Rescue's 8th Annual Trunk or Treat
- November – Boot Drive (TBD)
- December – Santa Sightings first two Mondays in December



RHOME FIRE RESCUE

Duty • Honor • Compassion • Service

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

Apparatus

- **Brush 17** - Experiencing issues with fluids leaking. Crews are continually monitoring fluids to maintain in operational readiness.
- **Brush 217** – Experiencing issues with water leaking from tank. Crews are working to identify source of leak and monitoring water levels to maintain operational readiness.
- **Engine 317** – Experiencing coolant issues which may require outside servicing to correct. Crews are monitoring coolant levels to maintain in operational readiness.

Equipment

- Nothing to report.

Station

- The water heater at the FD went out and had to be replaced on October 7th. The cost was approximately \$3,000. The cost was significantly higher to replace due to the current system not being set up to code.
- The only working toilet that services the entire fire department has also developed issues with leaking and pooling in the stopped up drain on the floor of the bathroom.
- Two of the apparatus bay doors have had mechanical issues and have had to be serviced. The apparatus bay door hardware is outdated, and replacement parts are becoming harder to find for the repair company. The apparatus bay doors do not have any safety mechanism to avoid injury to personnel. This has been listed as a future project for quite some time on the monthly council report. The FD will begin to get quotes on possible solutions and bring this for consideration to correct.
- “First Arriving” software ordered in May to be placed on a TV monitor in apparatus bay between responding vehicles to notify and map out location when a call comes in. Along with the ability to see who is coming to the station. Can be used as a weather and communication hub as well. Initial set up cost and yearly subscription. Implementation and training by expected in November.

Training & Professional Development

- 3 members are currently testing with the National Registry in order to be certified as EMT-B members.
- 1 member is enrolled in Fire Instructor 1.
- All members completed annual Physical Agility Testing successfully.

Prevention/Community Risk Reduction

Community Risk Reduction

- Community Event (Not FD Event(s)) – October events listed above
- FD Sponsored Community Event(s) – October events listed above
- Fire Safety Education Event(s) – October events listed above
- Regular Testing
 - AEDs at City Facilities – scheduled in November
 - Storm Sirens – completed

Prevention

- Administrative – Coordinate with City Staff on submitted Plans
- Fire Inspections – none in October
- Fire Pre-Plan Business – none in October

Future Projects

- Motion-stop sensors for garage doors to improve safe vehicle operations in and out along with the main benefit of safety of members and visitors entering and exiting the building.
- Apparatus Replacement Program – Engine 217, Engine 317 and Squad 17 are coming due for replacement and will need to be in the design phases soon according to frontline/reserve service life for units.

Let me know if you have any questions.

Michelle Di Credico
Acting Fire Chief/EMC
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 E



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 F



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 G



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 H



Agenda Commentary

Meeting Date: November 10, 2022

Department: Administration

Contact: Shaina Odom

Agenda Item: H. Discussion and any necessary action regarding a replat; one tract being legally described as Acres: TRACT 21 6.81330 ACRES, also known as 5399 Hwy 114, Rhome, TX 76078

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

Summary-Background:

Replat for 5399 Hwy 114, Rhome TX 76078 has been to planning and zoning. They are recommending approval on the replat

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☐ N/A

GL Account: _____ Amount: _____

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

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

Supporting Documents Attached:

See Attached

Recommendation:

Staff is recommending approval of the plat.



501 South Main Street | PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

October 18, 2022

Newton Business Park

PO Box 77027

Fort Worth, TX 76177

RE: Public Hearings for Replat Request

Dear Frontier Investments Group LLC

The City of Rhome City Council will hold a Public Hearing on Thursday, November 10, 2022 at 6:00pm for the purpose of hearing comments regarding a change to the plat of properties being legally described as:

TRACT 21 6.81330 ACRES, also known as 5399 Hwy 114, Rhome, TX 76078

The meeting will be held at the Rhome Community Center, 261 North School Road, Rhome, Texas.

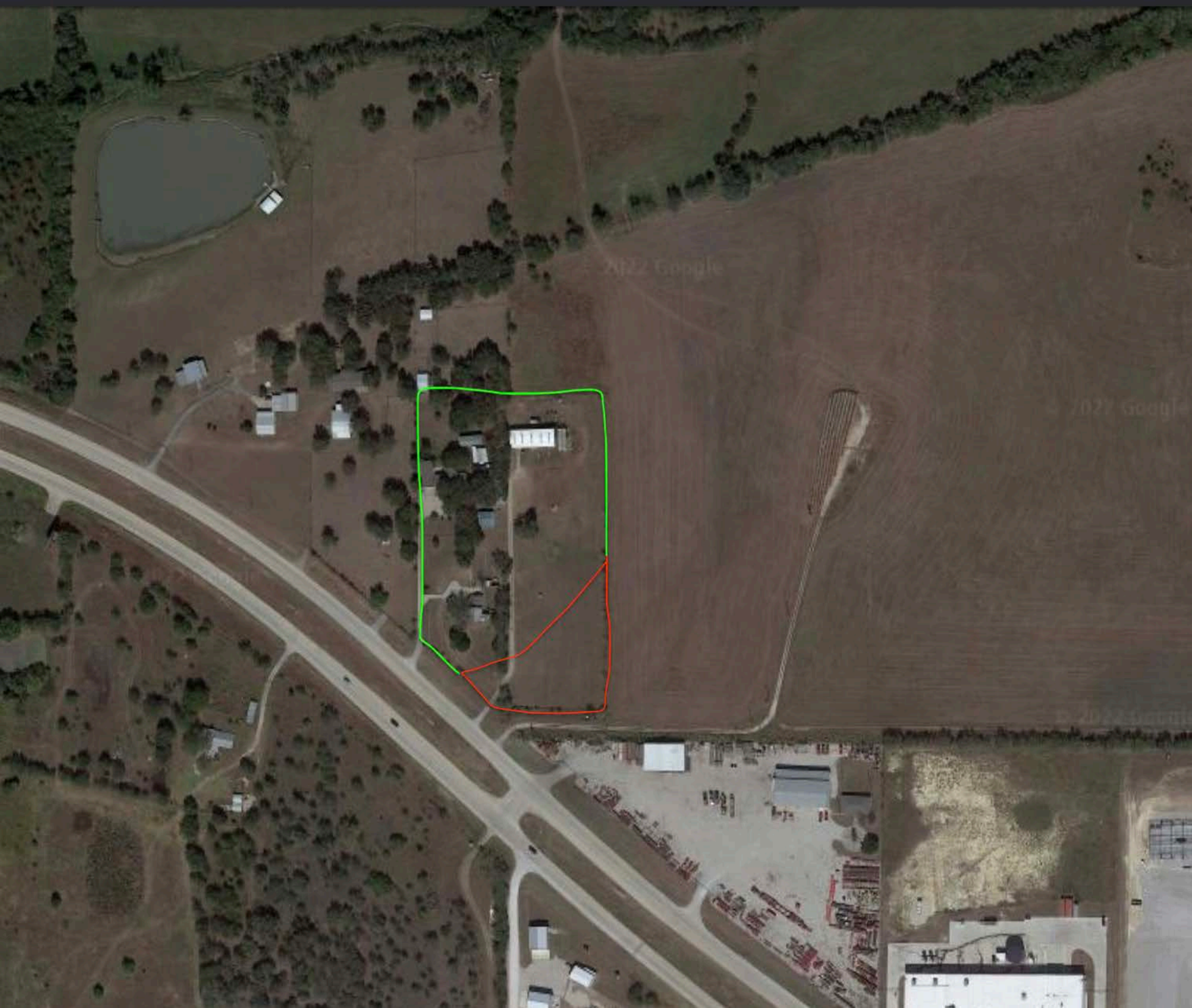
You are welcome to attend the Public Hearings to provide oral testimony. The agenda will be posted no later than 72 hours prior to the meeting at <http://www.cityofrhome.com/calendar.html>.

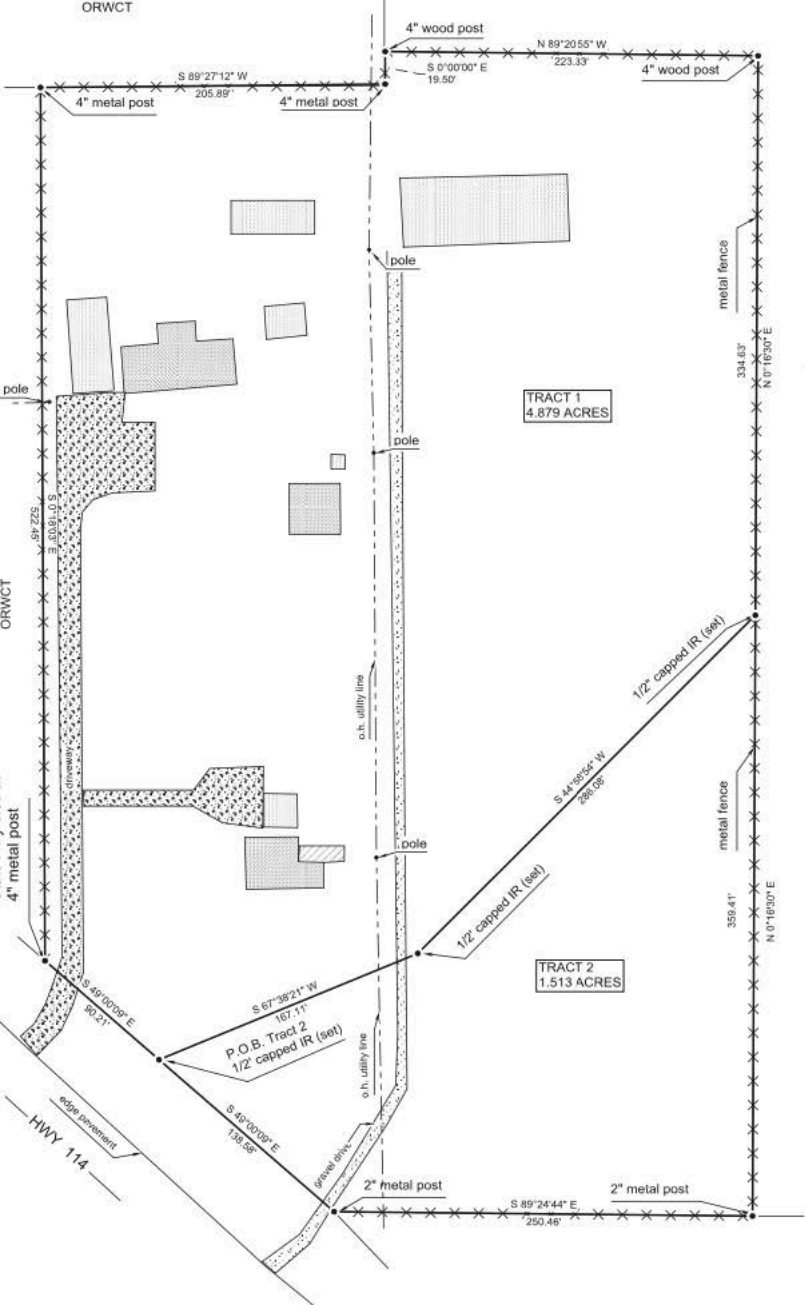
The agenda will have call in information for LIVE streaming. If you prefer, you may return the enclosed Notification Reply Form in person to City Hall, 501 South Main Street, Rhome, Texas, by mail to PO Box 228, Rhome, Texas 76078, or by email to City Secretary at citysecretary@cityofrhome.com. The City Secretary will read your comments at the meeting.

Please do not hesitate to contact Interim City Administrator Eric Debus at 817-636-2462 or by email at cityadministrator@cityofrhome.com if you have any questions or concerns regarding this request.

Sincerely,

Shaina Odom
City Secretary









501 South Main Street | PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com

cityadministrator@cityofrhome.com

PUBLIC HEARING NOTIFICATION REPLY

**Public Hearing
Notice for
Properties:**

1. Legal: Acres: TRACT 21 6.81330 ACRES, also known as 5399 Hwy 114, Rhome, TX 76078

Type of Request: Re Plat

City Council PH Date: Thursday, November 10, 2022 at 6 pm

PLEASE PRINT LEGIBLY

Property Owner Name:

Property Owner Address:

Property Owner Telephone:

Property Owner Email:

PLEASE CHECK ONE

☐ I am **IN FAVOR** of the Request

☐ I am **OPPOSED** to the Request

COMMENTS

Property Owner Signature _____



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www.cityofrhode.com cityadministrator@cityofrhode.com

AGENDA ITEM I

**CITY OF RHOME, TEXAS
ORDINANCE NO. 2022-20**

AN ORDINANCE AMENDING SECTION 1.06.031 OF THE RHOME CITY CODE TO AMEND THE PROCESS FOR APPOINTING A CITY ADMINISTRATOR; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rhome, Texas is a Type A General Law Municipality located in Wise County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Section 1.06.031 of the City Code, entitled “Position Created: Appointment and Removal,” provides a process for the appointment of a city administrator using the process described in Texas Local Government Code, section 22.010(e); and

WHEREAS, the City Council has determined that the process described by Texas Local Government Code Section 22.010(e) no longer provides an efficient process for appointing a city administrator for the City of Rhome and has resulted in an administrative deadlock that is not in the best interests of the City of Rhome; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Rhome to amend the process for appointing a City Administrator for the City of Rhome by vesting such authority solely in the City Council as authorized by Texas Local Government Code Section 22.071;

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

SECTION 1
AMENDMENT OF SECTION 1.03.002

Section 1.06.031 of Article 1.06 of Chapter 1 of the Rhome City Code of the City Code, entitled "Position Created: Appointment And Removal," is hereby amended to provide as follows:

The position of City Administrator is hereby created. Such city administrator shall be appointed by the majority vote of the City Council. Such city administrator shall be removed as set forth in V.T.C.A., Local Government Code, section 22.077.

SECTION 2
ORDINANCE CUMULATIVE

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

SECTION 3
SEVERABILITY

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
EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage.

CITY OF RHOME

By: _____
Josh McCabe, Mayor Pro-Tem

ATTEST:

Shaina Odom, City Secretary

Approved as to 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 J



Agenda Commentary

Meeting Date: November 10, 2022

Department: Administration/Finance

Contact: Eric Debus / Interim City
Administrator

Agenda Item: J. Discussion and any necessary action regarding budget amendments

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

Summary-Background:

This Budget Amendment reallocates designated funds within various departments to various funds and departments in the FY 2021-2022 Budget. This will not increase the bottom-line budget.

Funding Expected: ☐ Revenue ☐ Expenditure ☐ N/A

Budgeted Item: ☐ Yes ☐ No ☐ N/A

GL Account: _____ Amount: _____

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

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

Supporting Documents Attached:

Proposed Ordinance

Recommendation:

Staff recommends approval of proposed Ordinance.

**CITY OF RHOME
ORDINANCE NO. 2022-21**

**AN ORDINANCE OF THE CITY OF RHOME, TEXAS, AMENDING THE CITY'S DULY
ADOPTED FISCAL YEAR 2021-2022 BUDGET, AS AMENDED; REALLOCATING
DESIGNATED FUNDS WITHIN VARIOUS DEPARTMENTS TO VARIOUS FUNDS;
AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Rhome, Texas Fiscal Year 2021-2022 Budget was adopted within the time frame and in the manner required by State Law; and

WHEREAS, the City Council of the City of Rhome, Texas finds that a Budget Amendment, as set forth in Exhibit "A", will serve the public interest and is necessary to support City operations; and

WHEREAS, this Budget amendment reallocates designated funds within various departments to various funds within those and other departments; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rhome, Texas that the City's 2020-202 Fiscal Year Budget is hereby amended as set forth in Exhibit "A".

PASSED AND APPROVED by the City Council of the City of Rhome, Texas, this the 10th day of November 2022.

Patricia Mitchell,
Mayor

[SEAL]

ATTEST:

APPROVED TO AS FORM:

Shaina Odom,
City Secretary

Carvan E. Adkins,
City Attorney

Exhibit A
Fiscal Year 2021-2022 Budget Amendments

Line Item moving FROM	Line Item moving TO	Amount	Explanation
10-60430-50 Equipment	10-60600-50 Office Supplies	\$ 976.08	Rise in office supply costs for the year.
10-60430-50 Equipment	10-61110-50 Vehicle Repairs & Maintenance	\$ 4,003.59	Increased maintenance costs due to aging fleet.
10-60430-50 Equipment	10-61150-50 Gas & Oil	\$ 11,806.42	Cover unexpected rise in fuel prices.
10-60430-50 Equipment	10-63100-50 Building Maintenance	\$ 214.44	Building repairs and upkeep.
10-60430-50 Equipment	10-63510-50 Uniforms/Clothing Allowance	\$ 355.72	Inflation and working toward uniformity among officers.
10-60430-50 Equipment	10-65600-50 Hiring/Testing Expense	\$ 466.74	Onboarding of four new officers.
10-60430-50 Equipment	10-65610-50 Salary	\$3,567.24	Increase due to interim city administrator role.
10-60430-50 Equipment	10-64100-50 Water	\$137.31	Inflation caused rising water rates.
20-65610-10 Salary	20-60300-10 Contract Labor	\$ 4,078.50	Was not originally budgeted.
20-66110-10 Walnut Creek SUD	20-60100-10 Bond Interest	\$ 499.00	Slight overage.
20-66110-10 Walnut Creek SUD	20-60150-10 Bond Principal	\$ 375.00	Slight overage.
20-66110-10 Walnut Creek SUD	20-60200-20 Water Chemicals	\$ 1,779.38	Rising costs of chemicals due to inflation.

20-66110-10 Walnut Creek SUD	20-60210-20 Emergency Repairs	\$ 75,382.23	Unforeseen emergency repairs. Sewer line on 1 st Street / Love's pump replacement
20-66110-10 Walnut Creek SUD	20-60400-10 Engineering Services	\$ 1383.64	Slight overage.
20-66110-10 Walnut Creek SUD	20-60510-10 Note Payments	\$ 112,714.41	New public works tractor.
20-66110-10 Walnut Creek SUD	20-60600-10 Office Supplies	\$ 24.31	Slight overage.
20-66110-10 Walnut Creek SUD	20-6115-10 Gas & Oil	\$ 689.48	Rising fuel costs.
20-66110-10 Walnut Creek SUD	20-63100-10 Building Maintenance	\$ 22,678.87	Roof replacement at Fire Department and Public Works. Covered by insurance.
20-66110-10 Walnut Creek SUD	20-64000-10 Utilities – Gas/Electric	\$ 10,876.24	Rising energy prices.
20-66110-10 Walnut Creek SUD	20-65640-10 Overtime	\$ 5,627.80	Overtime costs due to being short a public works director and public works technician.
20-66110-10 Walnut Creek SUD	20-66020-10 Technology	\$ 1,323.79	Replaced one computer at accounting desk.
20-66110-10 Walnut Creek SUD	20-66090-10 Water Line Maint.	\$ 62.14	Slight overage.
20-66110-10 Walnut Creek SUD	20-60200-20 Sewer Chemicals	\$ 2,480.73	Added polymer more often than expected and rising chlorine prices.
20-66110-10 Walnut Creek SUD	22-66100-20 Sewer Testing	\$ 3,215.53	Remote testing prices went up.
20-66110-10 Walnut Creek SUD	20-66400-20 WWTP Lift Sta. Maint.	\$ 9,314.67	Control panel replacement at EWWTP. Caused by power surge from crash on U287.

Wages 10-65630-10	10-60150-10 Bond Principal	\$375.00	Slightly over what was budgeted.
Street Repairs 10-60970-20	10-60300-10 Contract Labor	\$43,766.24	Separation agreement with former city administrator.
Wages 10-65630-20	10-60300-10 Contract Labor	\$5,991.25	Separation agreement with former city administrator.
Contract Labor 10-60300-20	10-60300-10 Contract Labor	\$2,678.11	Separation agreement with former city administrator.
Medicare Expenses 10-65700-10	10-61800-10 Insurance - Prop/Liability	\$346.27	Slight variation from budget.
Education & Training 10-60890-10	10-62750-10 Legal Notices	\$1,848.00	Additional legal notices required this year.
Banquet 10-66030-10	10-62750-10 Legal Notices	\$1,021.95	Additional legal notices required this year.
Dues & Subscriptions 10-61600-10	10-62800-10 Legal Fees	\$ 14,412.90	Legal fees for city attorney requests.
Engineering Services 10-60400-20	10-62800-10 Legal Fees	\$13,011.77	Legal fees for city attorney requests.
Animal Control 10-66060-20	10-62800-10 Legal Fees	\$1,425.00	Legal fees for city attorney requests.
Inspection Fees 10-60500-20	10-62800-10 Legal Fees	\$3,884.29	Legal fees for city attorney requests.
Postage 10-60800-20	10-62800-10 Legal Fees	\$134.57	Legal fees for city attorney requests.
Medicare Expenses 10-65700-20	10-62800-10 Legal Fees	\$43.17	Legal fees for city attorney requests.

Technology 10-66020-10	10-64000-10 Utilities- Gas/Elec/Lights	\$1,983.92	Rising cost of energy.
Phone & Internet 10-63400-10	10-64000-10 Utilities- Gas/Elec/Lights	\$2,286.85	Rising cost of energy.
Office Supplies 10-60600-10	10-64000-10 Utilities- Gas/Elec/Lights	\$1,065.71	Rising cost of energy.
Social Security 10-65710-10	10-64000-10 Utilities- Gas/Elec/Lights	\$1,190.81	Rising cost of energy.
Building Maintenance 10-36100-10	10-65600-10 Hiring/Testing Expenses	\$253.80	Increase in new hire testing costs.
Building Maintenance 10-36100-10	10-65740-10 Transfer to Fire Department	\$0.03	3 cents over sent to FD.
10-60300-20 Contract Labor	10-60090-20 Code Expenses	\$ 3,298.00	Was not originally budgeted. Substandard demolition costs.
10-60300-20 Contract Labor	10-665680-20 State Unemployment	\$ 77.98	Slight overage.
10-60300-60 Contract Labor	10-40280-60 Fundraisers	\$3,733.00	Not able to hold one day of boot drive
Fire Safety Program 10-60470-60	10-60560-60 Support Crew/Supplies	\$430.00	More supplies needed
10-40610-60 Wise County Contract	10-60580-60 Apparatus Repairs & Maintenance	\$17,518.58	More costly repairs than normal due to an aging fleet.
10-60890-60 Education/Training	10-60580-60 Apparatus Repairs & Maintenance	\$311.42	More costly repairs than normal due to an aging fleet.

10-60300-60 Contract Labor	10-60580-60 Apparatus Repairs & Maintenance	\$3,025.00	More costly repairs than normal due to an aging fleet.
10-60300-60 Contract Labor	10-61150-60 Gas & Oil	\$5,560.00	Higher fuel costs & number of calls
10-60300-60 Contract Labor	10-61600-60 Subscriptions	\$3,590.00	Revised to current level of subscriptions needed
10-60300-60 Contract Labor	10-61800-60 Insurance - Prop/Liability	\$6,177.00	Higher insurance costs
10-60300-60 Contract Labor	10-63400-60 Building Maintenance	\$1,150.00	Aged facility maintenance
10-60300-60 Contract Labor	10-63400-60 Telephone & Internet	\$1,665.00	Increased costs due to inflation
Fire Safety Program 10-60470-60	10-6400-60 Gas & Electric	\$370.00	Higher usage than originally budgeted
10-60300-60 Contract Labor	10-6400-60 Gas & Electric	\$780.00	Higher usage than originally budgeted



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 K



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 L



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 M



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 N



Agenda Commentary

Meeting Date: November 10, 2022

Department: Police

Contact: Chief Eric Debus, Interim City
Administrator

Agenda Item: N. Law Enforcement Interlocal Agreement; Waiver of Potential Conflicts of Interest

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

Summary-Background:

The City of Rhome and the City of Aurora have begun talks regarding an interlocal cooperative agreement for law enforcement services. Because both cities retain the services of the TOASE law firm, a conflict waiver is required.

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☐ N/A

GL Account: _____ Amount: _____

Legal Review Required: ☒ Yes ☐ No Date Completed: 10/25/2022

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

Supporting Documents Attached:

X See Attached

Recommendation:

x Staff is recommending approval from council for Chief Eric Debus to execute a Consent To Common Representation.

6000 WESTERN PLACE, SUITE 200
I-30 AT BRYANT IRVIN ROAD
FORT WORTH, TEXAS 76107
EMAIL: TOASE@TOASE.COM



TELEPHONE: (817) 332-2580
TOLL FREE: (800) 318-3400
FACSIMILE: (817) 332-4740
WEBSITE: WWW.TOASE.COM

CARVAN E. ADKINS
cadkins@toase.com

October 25, 2022

Via Email

Mr. Eric Debus
Interim City Administrator
City of Rhome
501 South Main Street
Rhome, Texas 76078

Re: Law Enforcement Interlocal Agreement; Waiver of Potential Conflicts of Interest

Dear Chief Debus:

We have been advised that the cities of Aurora and Rhome are contemplating entering into an interlocal agreement pursuant to which Rhome will provide certain law enforcement services to Aurora.

As you know, our firm is retained as city attorney for both Aurora and Rhome and has been asked to prepare the agreement. In this role, we would be asked to assist in negotiating certain terms of the agreement. Before doing so, however, we are seeking written and signed consent from both cities for the common representation on this particular matter. This letter is intended to bring potential issues to your attention in order for you to fully evaluate whether to utilize TOASE for this project.

Although there are rules that prohibit lawyers from representing adverse parties in litigation,¹ giving mutual advice to both clients about the contemplated agreement will not violate these rules. Litigation is neither threatened nor imminent. As between Aurora and Rhome, we are aware of no present legal dispute. The proposed agreement is contemplated to allocate resources in a practical manner.

Although in any agreement, each city's interests are potentially adverse to the other (for example, if one party fails to carry out its obligations, the other would possibly be harmed), I do not believe this firm's representation of Rhome will be materially affected.²

Also, the rules of professional conduct specifically allow a lawyer to act as an intermediary between clients if:

- (1) the lawyer obtains written consent from each of the clients after consultation about the implications, risks, advantages and waivers of attorney-client privilege;
- (2) the lawyer reasonably believes that the matter can be resolved without contested

¹ TEX. DISCIPLINARY R. PROF'L CONDUCT 1.06(a), *reprinted in* TEX. GOV'T CODE ANN., tit. 2, subtit. G app. A (Vernon Supp. 2006) (TEX. STATE BAR R. art. X, § 9).

² *Id.* 1.06(b)(1), (c)(1).

litigation; and

- (3) the lawyer reasonably believes the common representation can be undertaken impartially and without improper effect on responsibilities to the other clients.³

First, I believe assisting both cities will pose little risk for Rhome and this representation can be undertaken impartially with respect to Rhome. With respect to client confidences, we would still be obligated to maintain any confidences given to us by Rhome. However, attorney-client privilege does not extend to commonly-represented clients. In the event of future litigation, any communications with our firm concerning this matter would not be privileged as to Rhome. Concerning the benefits of common representation, they are obvious. The cities will share legal expenses and will be able to utilize attorneys you are familiar and comfortable with. Moreover, I do not view the cities' relationship or discussion thus far over this matter as antagonistic or unfriendly, nor do I foresee the negotiations becoming contentious. It is anticipated that this agreement can be negotiated without resorting to litigation.

Please understand that acting as an intermediary prohibits our firm from being partial to either city. While a lawyer normally acts as a partisan and advocate for a single client in a matter, acting as an intermediary requires a lawyer to not favor one client over the other. I believe that the danger of any such partiality here is greatly reduced in this matter given that our firm is retained as general counsel for each city and, as a result, does comparable amount of legal work for both cities. In other words, there is not one client for which we handle infrequent matters and one client for whom we handle a large amount of legal work every month.

Also understand that the rules mandate that a lawyer must withdraw from being an intermediary between clients if the lawyer believes any of the conditions stated above are no longer satisfied **or if any of the clients request withdrawal**. As a result, if at any time during these negotiations either city requests that this firm withdraw, TOASE will have to stop representing both clients concerning the agreement and each city will have to hire its own legal counsel for the purpose of negotiating and drafting the agreement.

Please do not hesitate to call me if you have any questions or concerns about this matter. If the City of Rhome consents to the common representation of Aurora and Rhome for negotiating and drafting an interlocal agreement and any related documents, please sign below and return this letter to our offices. If signed, please forward a copy to me.

Sincerely,



Carvan E. Adkins

³ *Id.* 1.07(a)(1)-(3).

CONSENT TO COMMON REPRESENTATION GRANTED:

Eric Debus
Interim City Administrator
City of Rhome, Texas



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 O



Agenda Commentary

Meeting Date: November 10, 2022

Department: Police

Contact: Chief Eric Debus, Interim City
Administrator

Agenda Item: O. Interlocal Cooperation Agreement for Law Enforcement Services

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

Summary-Background:

The City of Rhome and the City of Aurora have begun talks regarding an interlocal cooperative agreement for law enforcement services. Council discussion and input is requested.

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☐ N/A

GL Account: _____ Amount: _____

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

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

Supporting Documents Attached:

See Attached

Recommendation:

No action required. For discussion and contemplation only.

Interlocal Cooperation Agreement

For Law Enforcement Services

THIS AGREEMENT (hereinafter the “Agreement”), is made and entered into by the City of Rhome, Texas (hereinafter referred to as “Rhome”), and the City of Aurora, Texas (hereinafter referred to as “Aurora”) and collectively, the “Parties”.

RECITALS

WHEREAS, Aurora is desirous of providing its residents and businesses with part-time law enforcement protection and services and has requested Rhome to provide those services; and

WHEREAS, Rhome is desirous of providing part-time law enforcement protection and services to Aurora; and

WHEREAS, the parties desire to enter into this Agreement to provide part-time law enforcement protection and services in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder and is in the best interest of each party; and

WHEREAS, this Agreement shall be in conformance with Chapter 791 of the Texas Government Code, more commonly known as the “Interlocal Cooperation Act;”

NOW, THEREFORE, the Parties, for the mutual considerations hereinafter stated, agree and understand as follows:

I. PREAMBLE

All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

II. TERM

This Agreement shall be for a term of one (1) year commencing on _January 01, 2023__ (“Effective Date”) and ending at midnight on _December 31, 2023__.

Notwithstanding anything herein to the contrary, however, this Agreement may be terminated pursuant to the provisions of Section IX. This Agreement will automatically renew annually (the “Renewal Term”) unless Rhome or Aurora notifies the other party in writing not less than sixty (60) days prior to the expiration of the applicable term of its desire to terminate.

III. SCOPE OF SERVICES

Rhome agrees to provide Aurora the following equipment, services, personnel, and facilities (described below, hereinafter collectively referred to as “Police Services”):

- (a) Provide 16-20 hours, per week, of Police Services to include routine neighborhood patrol, patrol of business establishments, speed limit enforcement and traffic control on all roadways within Aurora, routine investigation services, and otherwise enforce the laws of the State of Texas and Aurora. This will include neighborhood patrols, and security checks, recorded for data analysis in CopSync. The parties agree that the coverage described hereinabove constitutes adequate police services.
- (b) Answer and respond to all calls for police assistance on a 24-hour basis.
- (c) Conduct all crime reporting and maintain Rhome’s standard law enforcement activity reports/statistics pertinent to Aurora for the purpose of providing Aurora performance measures relating to services provided by Rhome in accordance with this agreement.
- (d) Give prompt consideration to all requests from Aurora routed through the Aurora Liaison, or Wise County dispatch, regarding the delivery of law enforcement services under this Agreement. Rhome will make every reasonable effort to comply with such requests so long as they are consistent with the law and Policy Manual of the Rhome Police Department.
- (e) Submit written reports of police activity within Aurora, within thirty days, for the services provided during the prior month.
- (f) Provide citizens and/or residents of Aurora with the same access to Rhome’s Police Chief, officers, and employees as is provided to Rhome’s citizens and residents.

IV. LIAISON

- (a) The Chief of Police of Rhome, or his designee, shall act on behalf of Rhome and serve as “Police Liaison Officer” for Rhome. The Rhome Police Liaison Officer will make or receive requests and confer upon matters concerning the delivery of

law enforcement services to Aurora. The Rhome Liaison Officer will devote sufficient time and attention to the execution of said duties and will provide immediate and direct supervision of the Rhome Police Department employees in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Aurora and Rhome. The Rhome Liaison Officer will cause the Rhome Police Department to respond to any non-emergency inquiries from the Aurora Liaison within 24 hours from the receipt of inquiry or, if the request is made on a weekend or holiday, on the next business day.

- (b) Aurora shall designate a liaison to act on behalf of Aurora, and to serve as “Aurora Liaison” for Aurora. The Aurora Liaison will devote sufficient time and attention on behalf of Aurora for the mutual benefit of Aurora and Rhome. Aurora will notify Rhome as to the designation of the Aurora Liaison for Aurora if the Aurora Liaison is a person other than the Mayor of Aurora. For routine inquiries, the Liaison shall phone the Rhome Police Department non-emergency line or email Rhome at the e-mail address furnished by the Rhome Chief of Police.

V. SUPERVISION

The Chief of Police for the Rhome Police Department will be solely responsible for the planning, organizing, assigning, directing, and supervising the Rhome personnel under this Agreement. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be solely determined, directed and performed by the Rhome Police Department; provided, however, that the Rhome Police Department may consult with the Aurora Liaison or Mayor concerning such matters.

VI. COMPENSATION

- (a) Aurora agrees to make Annual Payment to Rhome in payment for all Police Services provided by Rhome not otherwise specifically designated in this Agreement. The Annual Payment for the term designated in II. Term, is \$50,000.00. Aurora shall make this payment in quarterly installments, due within 30 days following receipt of invoice from Rhome. The payment schedule shall be:
- Payment 1: \$12,500.00 invoiced on January 01.
- Payment 2: \$12,500.00 invoiced on April 01.
- Payment 3: \$12,500.00 invoiced July 01.

Payment 4: \$12,500.00 invoiced October 01.

(b) In addition to the Annual Payment, Aurora shall pay the following costs, within 30 days upon receipt of an invoice from Rhome:

- (i.) Any actual, out of pocket non-personnel costs, or personnel overtime, incurred by the Rhome Police Department in connection with any criminal matters associated with substantial, non-routine, major case investigations undertaken, for or within Aurora.
- (ii.) In the event Aurora specifically requests police overtime for any of the services described in Section III.(a) – (f), Aurora shall pay any overtime charges for Rhome Police Personnel at the actual overtime rate, including benefits, for the officer(s) performing the requested service.

VII. ORDINANCE CONFLICT

In the event a conflict between the applicable Ordinances of Rhome and Aurora creates difficulty in enforcement, Rhome may notify Aurora of such conflict and Rhome and/or Aurora may consider amending their ordinances to be consistent. A conflict on legal grounds of the enforceability of an ordinance will be brought to the attention of the city attorneys for the Parties with the intention of resolving the legal questions. The attorneys will be asked for opinions or recommendations to their respective clients on any modifications to the ordinance, procedure or policy to resolve the issue.

VIII. REVENUES RETAINED

All revenues, fines, and forfeitures that may be generated by the performance of law enforcement duties within the municipal boundaries of Aurora shall be retained by Aurora.

IX. TERMINATION

(a) In the event Rhome is not in default of the provisions in this Agreement, and Aurora should fail to make the quarterly payments due under the terms of this Agreement, and Rhome has issued notice of the failure to pay to Aurora, then Aurora will be in default under this Agreement if payment is not made within 15 days of receipt of notice.

Interest shall accrue on any debt to either city for whom payment is in default under this contract in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEXAS GOVERNMENT CODE, as amended).

- (b) Aurora's recourse for failure of Rhome to furnish law enforcement services under this Agreement will be the right to make a proportionate reduction in the fee to be paid or to terminate this Agreement by giving not less than 30 days notice, or any other appropriate legal action.
- (c) Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide 30 days notice to remedy the default, after which notice such party shall promptly cure the default.
- (d) Should any notice of default be given for any default and not be cured to the satisfaction of the non-defaulting party within 30 days, the parties agree to submit to non-binding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located within 30 miles of Wise County, Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled to occur within 30 days of the selection of the mediator. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy.
- (e) If mediation does not result in resolution of matters in controversy, the aggrieved party may proceed to enforce its rights in a court of competent jurisdiction.
- (f) The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.
- (g) All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

X. NOTICES

All written notices shall be sent to the following parties by certified mail-return receipt requested:

Rhome

Mayor

City of Rhome

501 South Main Street

Aurora

Mayor

City of Aurora

P O Box 589

Rhome, Texas 76078

Aurora, Texas 76078

With a copy to the city attorney representing both Aurora and Rhome:

TOASE Attorneys and Counselors

6000 Western Place Suite 200

Fort Worth, Texas 76107

XI. JURISDICTION

Aurora grants full and complete authorization and jurisdiction to Rhome for all Police Services provided by Rhome contained in this agreement. Said jurisdiction shall apply to the city limits of Aurora, and to the extent lawful, to the extraterritorial jurisdiction of Aurora.

XII. VENUE

Venue for any legal dispute arising pursuant to this Agreement shall be in Wise County, Texas.

XIII. RHOME POLICE DEPARTMENT

At all times during the term of this Agreement, all police officers and employees shall be solely under the supervision and control of the Chief of Police of Rhome or the Chief's duly authorized representatives.

XIV. PARTY STATUS

Both parties agree that (i) Rhome is an independent contractor, (ii) that Rhome shall have exclusive control of the performance of services hereunder, and (iii) that employees of Rhome in no way are to be considered employees of Aurora.

XV. INDEMNIFICATION

(a) To the extent permitted by law, Aurora agrees to hold harmless, save and indemnify Rhome from and against any and all claims for damages, personal injury and/or death that may be asserted against Rhome arising from Aurora's negligence or its performance hereunder.

(b) To the extent permitted by law, Rhome agrees to hold harmless, save and indemnify Aurora from and against any and all claims for damages, personal injury and/or death that may be asserted against Aurora arising from Rhome's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by Aurora.

- (c) The foregoing notwithstanding, the parties hereto reserve the right to assert all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claim Act and the Texas Constitution relative to these parties.
- (d) The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.

XVI. WAIVER OF BREACH

No waiver by either party of any default or breach of a term or condition of this Agreement by the other party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

XVII. MODIFICATION

This agreement may only be modified, changed or altered at any time upon mutual agreement of the parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the governing bodies of Rhome and Aurora.

XVIII. NO WAIVER OF IMMUNITY

Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Rhome or Aurora which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity.

XIX. MISCELLANEOUS

This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto. This Agreement shall not be construed more strictly against the drafter as both parties have the benefit of counsel. This Agreement contains the entire agreement between the parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both parties. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

IN WITNESS WHEREOF, we have hereunto set our hands this Agreement, to be effective the ____ day of _____, 2022, in duplicate originals.

CITY OF RHOME, TEXAS

Patricia Mitchell, Mayor

ATTEST:

Shaina Odom, City Secretary

CITY OF AURORA, TEXAS

Bryan Dolan, Mayor

ATTEST:

Lynnell Day, City Secretary



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 P