



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, October 13, 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 (571) 317-3116 Access Code 202-923-677

Toll Free 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 pm

Call to Order and Establish a Quorum –

Invocation – Eric Debus

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

- Annual Truck or Treat at the Fire Department October 31, 2022 5 pm to 9 pm

Consent Agenda

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

- A. Minutes of City Council Regular Session dated September 22, 2022 (City Secretary)
- B. Interlocal Agreement for Fire Protection Services with Wise County (Interim Fire Chief)

Monthly Staff Reports and Board Minutes

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

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

Public Hearing

- D. 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
- E. 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
- F. City Council to conduct a Public Hearing to consider a Specific Use Permit; legally described as BLK: 7 & ½ 43 ORIGINAL TOWN RHOME 0.9900 Acres, also known as, 311 Old Mill Road 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 (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 (City Administrator)
- I. Discussion and any necessary action regarding a Specific Use Permit; legally described as BLK: 7 & ½ 43 ORIGINAL TOWN RHOME 0.9900 Acres, also known as, 311 Old Mill Road Rhome, TX 76078 (City Administrator)
- J. Discussion and any necessary action regarding ADA park swing (Mayor)

Convene into Executive Session –

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

- K. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney
- L. 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
- M. 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
- N. 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

O. Discussion and any necessary action regarding Executive Session

Future Agenda Items

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

Adjourn

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

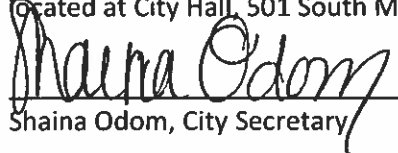
A quorum of Parks & Recreation Board Members may be present at this meeting and its members may participate in the discussions of the items on the agenda over which they have responsibilities or authority.

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

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

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

CERTIFICATION: I do hereby certify that the above City Council Agenda was posted on the designated bulletin board located at City Hall, 501 South Main Street, Rhome, Texas by 6pm on October 10, 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: _____



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 A



Physical Address: 501 South Main Street

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Mayor
Patricia Mitchell

City Council

**Mayor Pro-Tem,
Place 1**
Josh McCabe

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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**

MINUTES OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, September 22, 2022

Regular Session: 6 pm

Executive Session: Immediately Following Regular Session

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

Regular Session: 6 pm

Call to Order and Establish a Quorum –

Council Member Konegni was absent

Invocation – Pastor Jeremy Laux

Pastor Jeremy Laux led the Invocation

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

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

Public Comments

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

Announcements from Mayor and Council Members

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

Consent Agenda

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

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

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

Monthly Staff Reports and Board Minutes

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

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

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

Regular Agenda – Old Business

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

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

Regular Agenda – New Business

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

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

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

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

Convene into Executive Session –

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

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

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

No action was taken regarding executive session

Future Agenda Items

Mayor Mitchell- ADA Compliant swing at the park

Adjourn

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

Patricia Mitchell,

Mayor

ATTEST:

Shaina Odom
City Secretary



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www.cityofrhome.com cityadministrator@cityofrhome.com

AGENDA ITEM B



WISE COUNTY ASSET CONTROL OFFICE

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

Phone – 940-627-3312

Fax – 940-627-4717

September 16, 2022

To Whom It May Concern:

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

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

If you have any questions, please contact me.

Sincerely,

Diana Allen
Asset Manager
Wise County

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



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

WISE COUNTY FIXED ASSET ID# _____

ITEM DESCRIPTION _____

SERIAL NUMBER _____

WISE COUNTY FIXED ASSET ID# _____

ITEM DESCRIPTION _____

SERIAL NUMBER _____

WISE COUNTY FIXED ASSET ID# _____

ITEM DESCRIPTION _____

SERIAL NUMBER _____

Date _____

FIRE DEPARTMENT NAME _____

PHONE NUMBER _____ - _____ - _____

FIRE CHIEF SIGNATURE: _____

ASSET CONTROL

DATE

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

**THE STATE OF TEXAS §
 §
COUNTY OF WISE §**

FISCAL YEAR 2022-2023

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

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

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

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

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

PUBLIC PURPOSE

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

CITY OBLIGATIONS

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

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

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

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

CONSIDERATION

For the services provided above, the COUNTY shall provide to CITY a sum not to exceed \$5,021.50 per month during the term of this contract. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

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

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

NOTICE OF NONAPPROPRIATION

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

DEFAULT

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

TERM AND RENEWAL

The effective date of this agreement shall be October 1, 2022, or the date that both parties have signed within the fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2023.

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

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

TERMINATION

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

DISPUTE RESOLUTION

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

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

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

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

Notices:

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

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

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

_____, Texas 76_____

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

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

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

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

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

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

DATED to be effective this the 1st day of October, 2022

WISE COUNTY



Wise County Judge

Date: 9-21-22

CITY OF RHOME

BY: _____

Title: _____

Date: _____

WISE COUNTY FIRE MARSHAL



Wise County Fire Marshal

Date: 9-20-22

VOLUNTEER FIRE DEPARTMENT OF RHOME

By: _____

Title: _____

Date: _____

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

**THE STATE OF TEXAS §
 §
COUNTY OF WISE §**

FISCAL YEAR 2022-2023

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

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

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

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

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

PUBLIC PURPOSE

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

CITY OBLIGATIONS

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

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

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

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

CONSIDERATION

For the services provided above, the COUNTY shall provide to CITY a sum not to exceed \$5,021.50 per month during the term of this contract. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

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

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

NOTICE OF NONAPPROPRIATION

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

DEFAULT

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

TERM AND RENEWAL

The effective date of this agreement shall be October 1, 2022, or the date that both parties have signed within the fiscal year, whichever is the later, and this contract shall expire at midnight of September 30, 2023.

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

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

TERMINATION

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

DISPUTE RESOLUTION

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

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

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

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

Notices:

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

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

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

_____, Texas 76_____

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

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

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

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

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

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

DATED to be effective this the 1st day of October, 2022

WISE COUNTY



Wise County Judge

Date: 9-21-22

CITY OF RHOME

BY: _____

Title: _____

Date: _____

WISE COUNTY FIRE MARSHAL



Wise County Fire Marshal

Date: 9-20-22

VOLUNTEER FIRE DEPARTMENT OF RHOME

By: _____

Title: _____

Date: _____



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

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

www.cityofrhome.com cityadministrator@cityofrhome.com

AGENDA ITEM C



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 D



Physical Address: 501 South Main Street

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www.cityofrhome.com cityadministrator@cityofrhome.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

Rhome, Texas 76078

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

www.cityofrhome.com cityadministrator@cityofrhome.com

AGENDA ITEM G



Mailing Address: PO Box 228

Rhome, Texas 76078

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

www.cityofrhome.com | cityofrhome@earthlink.net

APPLICATION FOR PRELIMINARY PLAT

Proposed Subdivision Name: COPPERFIELD STATION ADDITION

Property Owner Information

Name: PAUL & LILLIANNE GARCIA

Address: 1527 WINDSOR FOREST TR. KELLER, TX. 76262

Phone Number: 817-247-5247 Email: PE3KDS@YAHOO.COM

Applicant Information – if different from Property Owner

Name: _____

Address: _____

Phone Number: _____ Email: _____

Developer Information

Name: _____

Address: _____

Phone Number: _____ Email: _____

Engineer Information

Name: _____

Address: _____

Phone Number: _____ Email: _____

Legal

Description: A-817 JC Tatum 3.121 acres

Property ID: 748582

Type of

Proposed Development: ☒ SF Residential ☐ MF Residential ☐ Duplex ☐ Commercial/Industrial ☐ Other

Total # of Acres

in Plan: 3.121

Total Number

of Lots in Plan: 8

Current Zoning

Classification: SF 7.2

The following is to be completed only if a person other than the property owner is making this application:

I, PAUL GARCIA, property owner of the previously described property, do hereby certify that I have given my permission to ANEL RODRIGUEZ, to make this Preliminary Plat application. Signature of property owner: Paul Garcia

Basic Fee for Preliminary Plat:

\$ 700.00

+ **Single Family:** Number of Lots: 8 at \$20 per lot for the first 10 lots and \$7.50 for each additional lot, plus \$25.00 per acre for areas not platted

\$

+ into lots

+ **Commercial/Industrial:** \$50.00 per acre; Number of Acres: _____

\$

Multi Family/Duplex: Number of Units: _____ at \$25.00 per unit

\$

Application Fee:

\$

I hereby certify that I am, or represent, the legal owner of the property described above and do hereby submit this Preliminary Plat.

Date: 8/31/22

Printed Name: Anel Rodriguez

Signature:

A handwritten signature in blue ink, appearing to read 'Anel Rodriguez', is written over a horizontal line.

Preliminary Plat Review Checklist

Development: Copperfield Station

Chapter 10 – Subdivision Regulation

Complete	N/A	Requirement	Section
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plat Application (see attached)	-
<input type="checkbox"/>	<input type="checkbox"/>	Filing Fee \$700.00 + \$50.00 per acre	-
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter of transmittal, including street surfacing, drainage, sanitary facilities, and water supply	4.2.1.c
<input type="checkbox"/>	<input checked="" type="checkbox"/>	The criteria for use in designing storm sewers, culverts, bridges, drainage channels, and any other drainage facilities shall conform to the latest Storm Drainage Criteria and Design Manual of the City of Fort Worth	8.4.4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sheets not greater than 24" x 36"	5.1
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Scale no less than 1" = 100'	5.1
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Existing boundary lines – drawn in heavy lines	5.1.1.1
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location of existing watercourses, railroads, and other drainage and transportation features	5.1.1.2
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outline of wooded areas	5.1.1.3
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location of important individual trees	5.1.1.3
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location of the following existing features/structures within or adjacent to the tract: <input checked="" type="checkbox"/> Streets <input checked="" type="checkbox"/> Alleys <input checked="" type="checkbox"/> Easements <input checked="" type="checkbox"/> Buildings and Structures <input checked="" type="checkbox"/> Sewers <input checked="" type="checkbox"/> Water Mains <input checked="" type="checkbox"/> Culverts <input checked="" type="checkbox"/> Underground Structures	5.1.1.4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Topographical information with contours at 1-foot intervals	5.1.1.5
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Elevations shall be referred to a Geodetic Survey or City Survey	5.1.1.5

Complete	N/A	Requirement	Section
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name and property lines of adjoining property owners	5.1.2.1
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name and location of adjacent subdivisions, streets, easements, pipelines, watercourses, etc.	5.1.2.2
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written statement as to the easement use	5.1.2.2
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lines outside of subdivision boundaries to be dashed	5.1.2.3
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Proposed name of subdivision	5.1.3.1
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Location, right-of-way width, and names of proposed streets	5.1.3.2
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Width and depth of all lots	5.1.3.3
<input checked="" type="checkbox"/>	<input type="checkbox"/>	If side lines are not parallel, approximate distance between them at the building line and at the narrowest point	5.1.3.3
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Location of building lines alleys and easements	5.1.3.4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Location and approximate size of sites for schools, churches, parks, commercial retail, industrial, office, multifamily, educational, medical, and other special land uses	5.1.3.5, 6.1
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approximate acreage of property to be subdivided	5.1.3.6
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Key map showing relation of subdivision to major thoroughfares in all directions to a distance of at least ½-mile	5.1.4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Date	5.1.5
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Scale and north arrow	5.1.5
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Title under which plat is to be recorded	5.1.5
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name, address and phone number of owner	5.1.5
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name and address of licensed land surveyor	4.2.1, 5.1.5
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Name and address of licensed professional engineer	4.2.1, 5.1.5



501 South Main Street | PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

September 21, 2022

Greg Norman

206 Pioneer Rd

Rhome, Tx 76078

RE: Public Hearings for Replat Request

Dear Greg Norman

The City of Rhome Planning and Zoning Commission will hold a Public Hearing on Monday, October 3, 2022 at 6:00pm for the purpose of hearing comments regarding a change to the plat of properties being legally described as:

Acres: 3.00, Abst: A-817 JC, also known as 401 E Hickory Street, Rhome, TX 76078

In addition, the City of Rhome City Council will hold a Public Hearing on Thursday, October 13, 2022 at 6:00pm on the same matter.

Both meetings will be held at the Rhome Community Center, 261 North School Road, Rhome, Texas.

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

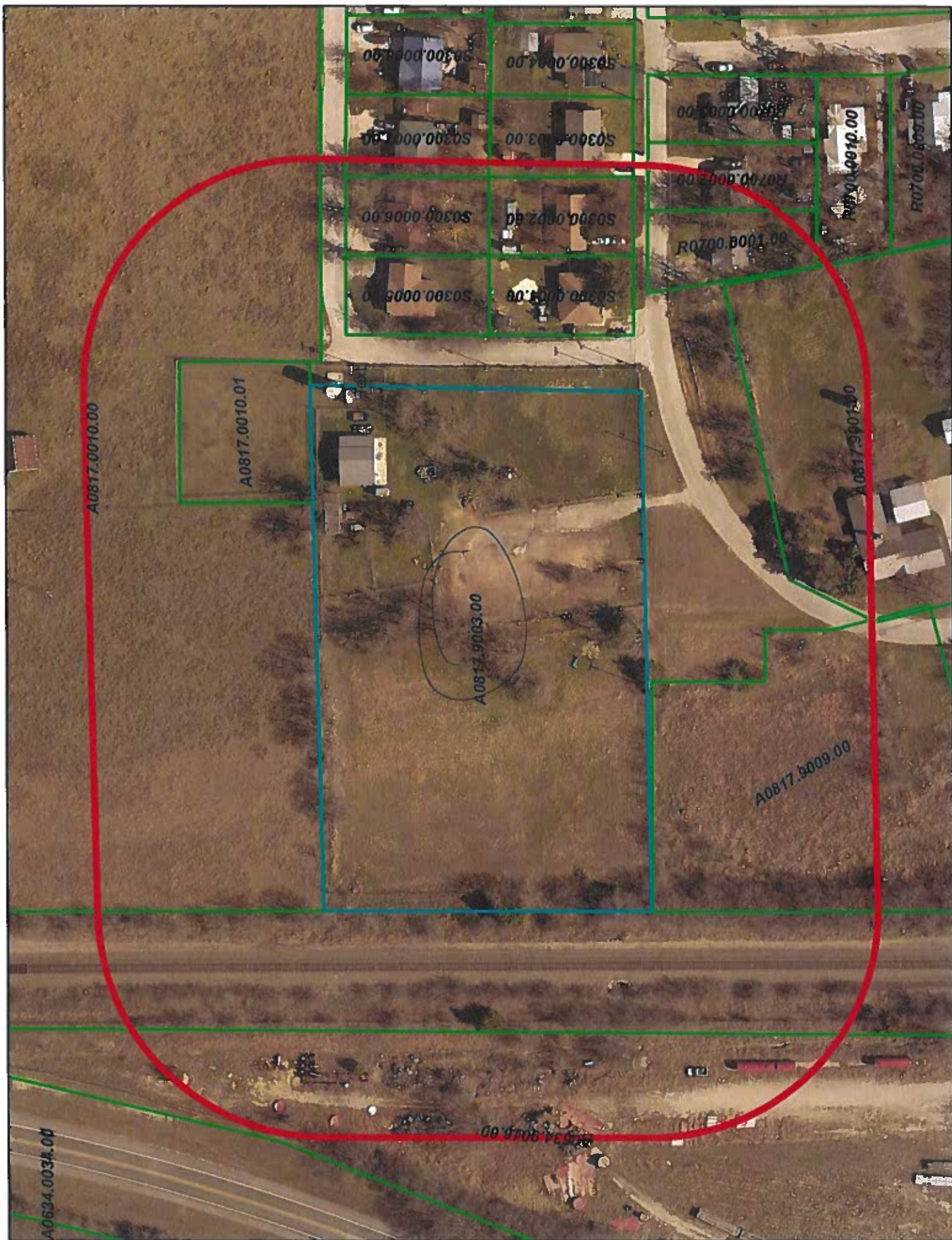
The agendas will have call in information for LIVE streaming. If you prefer, you may return the enclosed Notification Reply Form in person to City Hall, 501 South Main Street, Rhome, Texas, by mail to PO Box 228, Rhome, Texas 76078, or by email to City Secretary at citysecretary@cityofrhome.com. The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

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



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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 3.00, Abst: A-817 JC, also known as 401 E Hickory Street, Rhome, TX
76078

Type of Request:

Re Plat

P&Z PH Date

Monday, October 3, 2022 at 6 pm

City Council PH Date: Thursday, October 13, 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 _____



501 South Main Street | PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

September 21, 2022

Cheryl & John Barnes

500 Pecan Court

Rhome, Tx 76078

RE: Public Hearings for Replat Request

Dear Cheryl & John Barnes

The City of Rhome Planning and Zoning Commission will hold a Public Hearing on Monday, October 3, 2022 at 6:00pm for the purpose of hearing comments regarding a change to the plat of properties being legally described as:

Acres: 3.00, Abst: A-817 JC, also known as 401 E Hickory Street, Rhome, TX 76078

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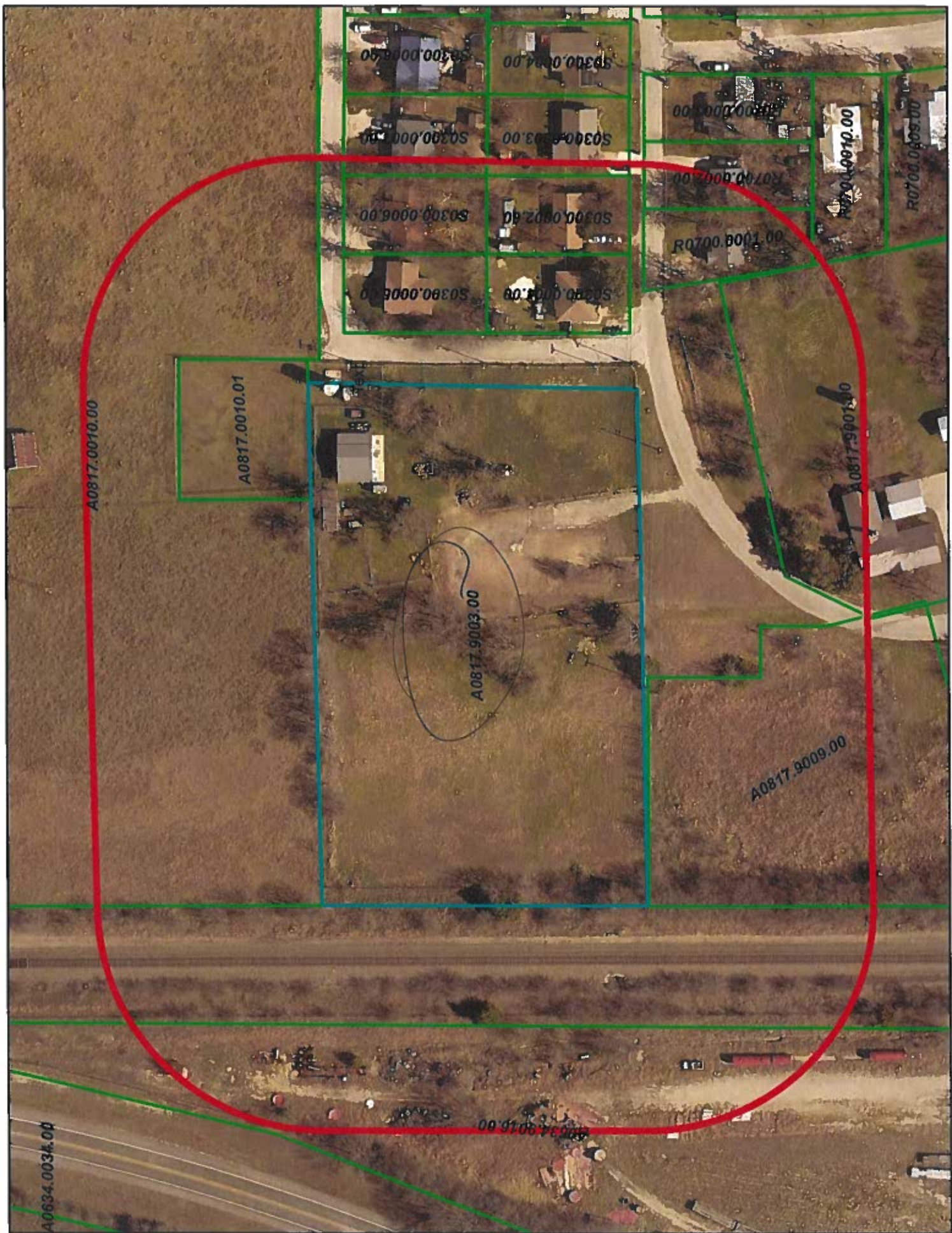
You are welcome to attend both Public Hearings to provide oral testimony. Both agendas will be posted no later than 72 hours prior to the meeting at <http://www.cityofrhome.com/calendar.html>.

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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
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1. Legal: Acres 3.00, Abst: A-817 JC, also known as 401 E Hickory Street, Rhome, TX
76078

Type of Request:

Re Plat

P&Z PH Date

Monday, October 3, 2022 at 6 pm

City Council PH Date: Thursday, October 13, 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 _____



501 South Main Street | PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

September 21, 2022

William & Adrenna Wolverton

PO Box 281

Rhome, Tx 76078

RE: Public Hearings for Replat Request

Dear William & Adrenna Wolverton

The City of Rhome Planning and Zoning Commission will hold a Public Hearing on Monday, October 3, 2022 at 6:00pm for the purpose of hearing comments regarding a change to the plat of properties being legally described as:

Acres: 3.00, Abst: A-817 JC, also known as 401 E Hickory Street, Rhome, TX 76078

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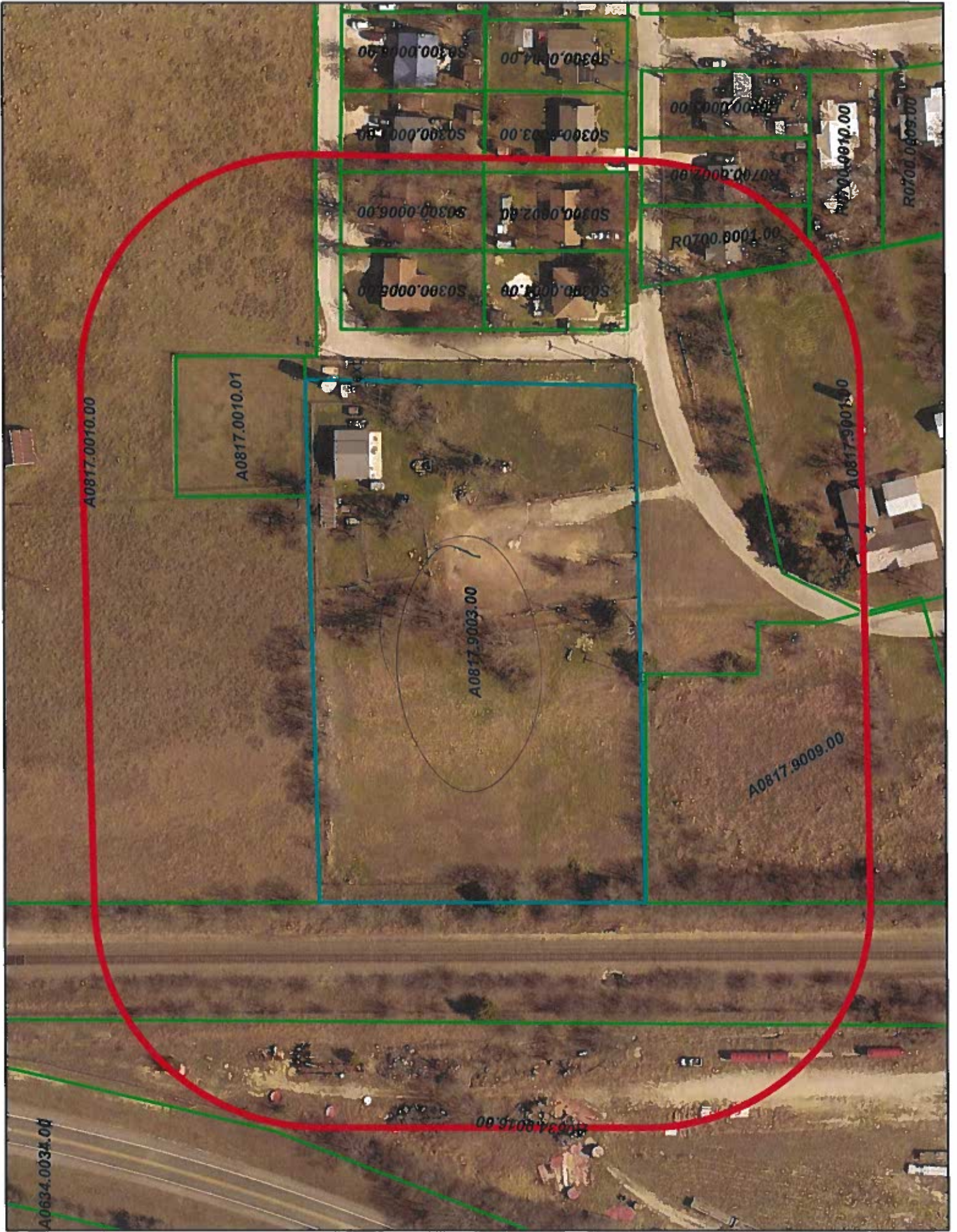
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Sincerely,

Shaina Odom
City Secretary





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PUBLIC HEARING NOTIFICATION REPLY

Public Hearing Notice for Properties: 1. Legal: Acres 3.00, Abst: A-817 JC, also known as 401 E Hickory Street, Rhome, TX 76078

Type of Request: Re Plat
P&Z PH Date Monday, October 3, 2022 at 6 pm

City Council PH Date: Thursday, October 13, 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 _____



501 South Main Street | PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

September 21, 2022

Cheri & James McDuff

8262 Quachita Crossover

Fort Worth, TX 76137

RE: Public Hearings for Replat Request

Dear Cheri & James McDuff

The City of Rhome Planning and Zoning Commission will hold a Public Hearing on Monday, October 3, 2022 at 6:00pm for the purpose of hearing comments regarding a change to the plat of properties being legally described as:

Acres: 3.00, Abst: A-817 JC, also known as 401 E Hickory Street, Rhome, TX 76078

In addition, the City of Rhome City Council will hold a Public Hearing on Thursday, October 13, 2022 at 6:00pm on the same matter.

Both meetings will be held at the Rhome Community Center, 261 North School Road, Rhome, Texas.

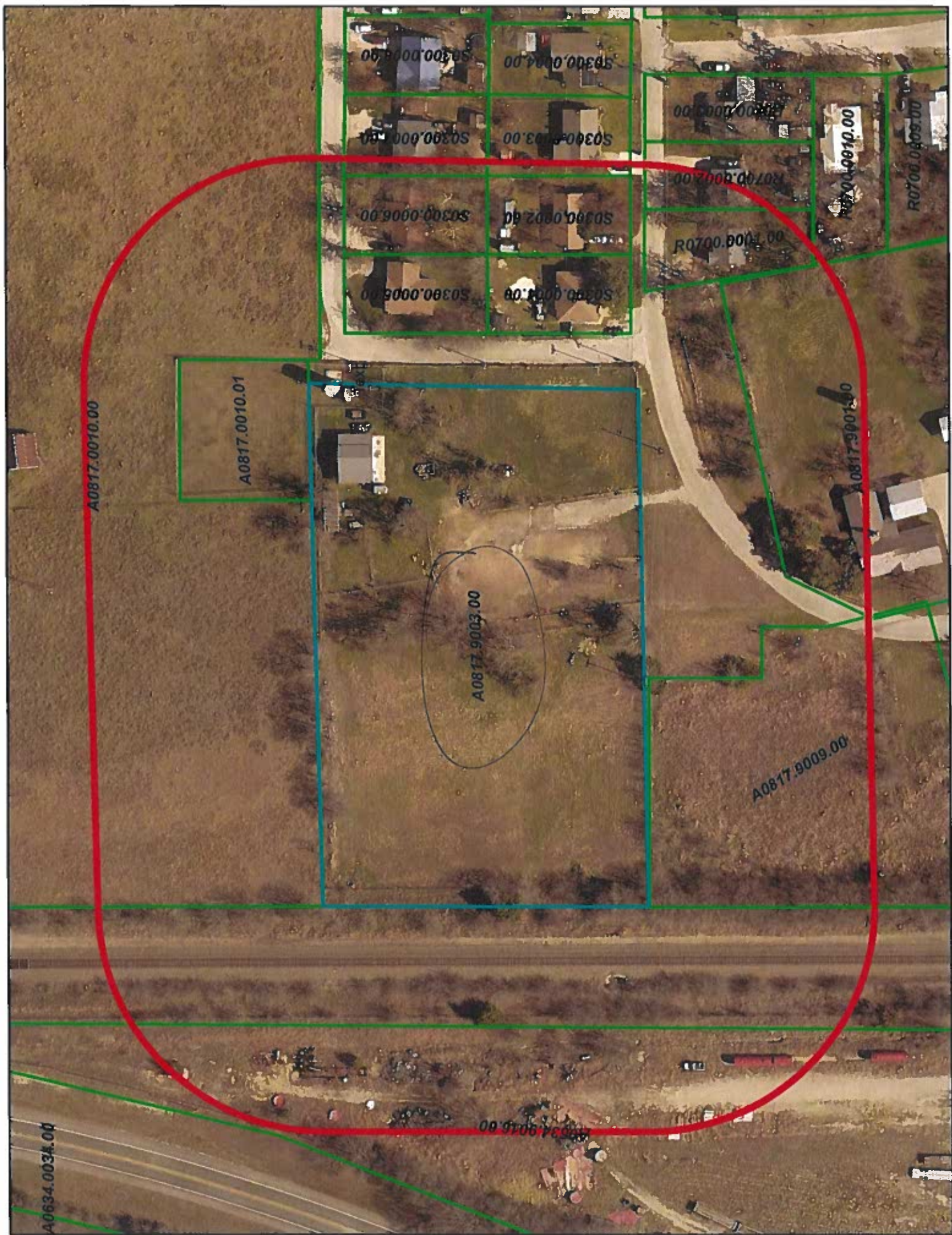
You are welcome to attend both Public Hearings to provide oral testimony. Both agendas will be posted no later than 72 hours prior to the meeting at <http://www.cityofrhome.com/calendar.html>.

The agendas 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 both meetings.

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 3.00, Abst: A-817 JC, also known as 401 E Hickory Street, Rhome, TX 76078

Type of Request: Re Plat
P&Z PH Date Monday, October 3, 2022 at 6 pm

City Council PH Date: Thursday, October 13, 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 _____



501 South Main Street | PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

September 21, 2022

Karl Little

515 E Hickory Street

Rhome, TX 76078

RE: Public Hearings for Replat Request

Dear Karl Little

The City of Rhome Planning and Zoning Commission will hold a Public Hearing on Monday, October 3, 2022 at 6:00pm for the purpose of hearing comments regarding a change to the plat of properties being legally described as:

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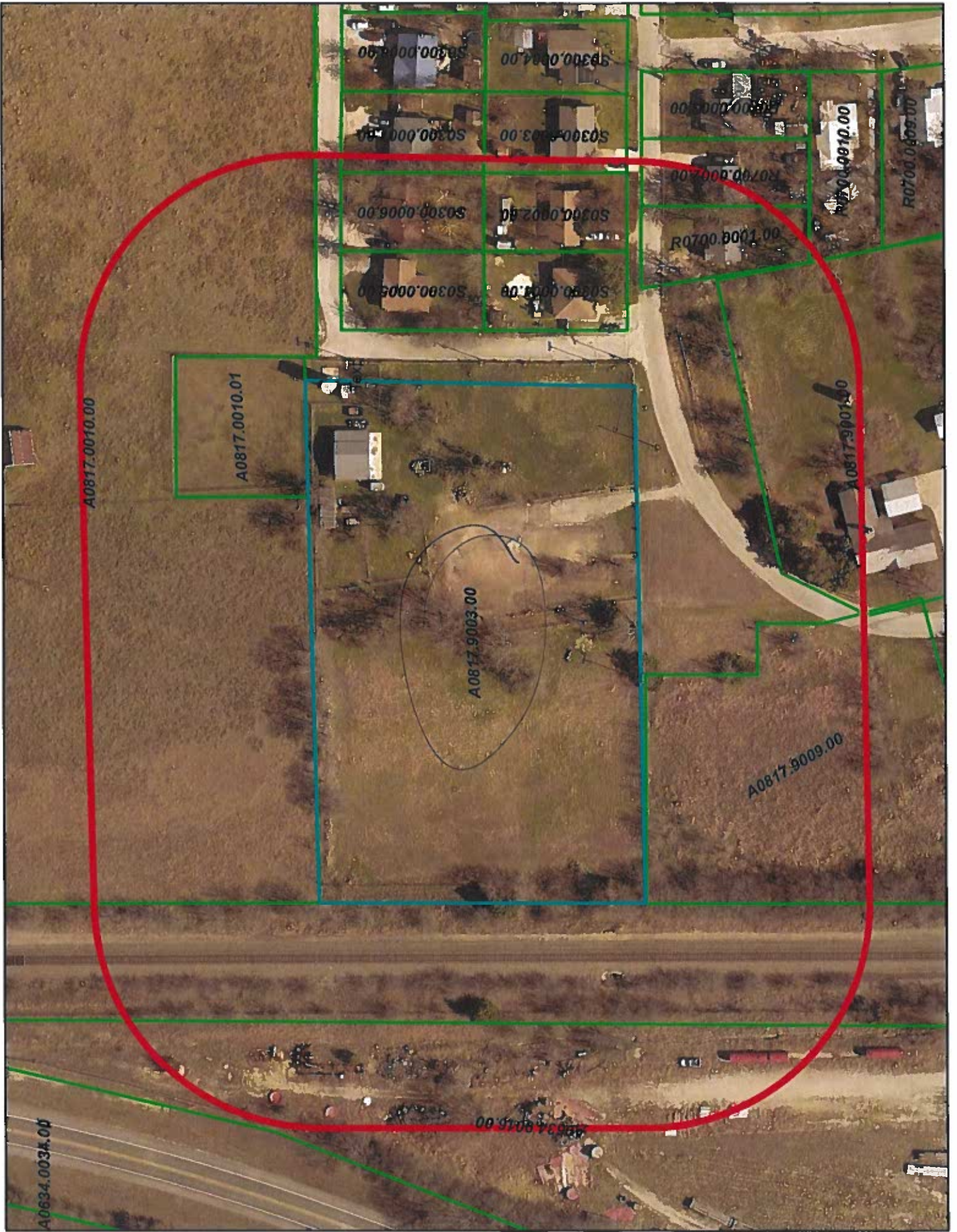
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Sincerely,

Shaina Odom

City Secretary



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Rhome, Texas 76078

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www.cityofrhome.com

cityadministrator@cityofrhome.com

PUBLIC HEARING NOTIFICATION REPLY

Public Hearing
Notice for
Properties:

1. Legal: Acres 3.00, Abst: A-817 JC, also known as 401 E Hickory Street, Rhome, TX
76078

Type of Request:

Re Plat

P&Z PH Date

Monday, October 3, 2022 at 6 pm

City Council PH Date: Thursday, October 13, 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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Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

September 21, 2022

Modern Welding

PO Box 1450

Owensboro, KY 76123

RE: Public Hearings for Replat Request

Dear Modern Welding

The City of Rhome Planning and Zoning Commission will hold a Public Hearing on Monday, October 3, 2022 at 6:00pm for the purpose of hearing comments regarding a change to the plat of properties being legally described as:

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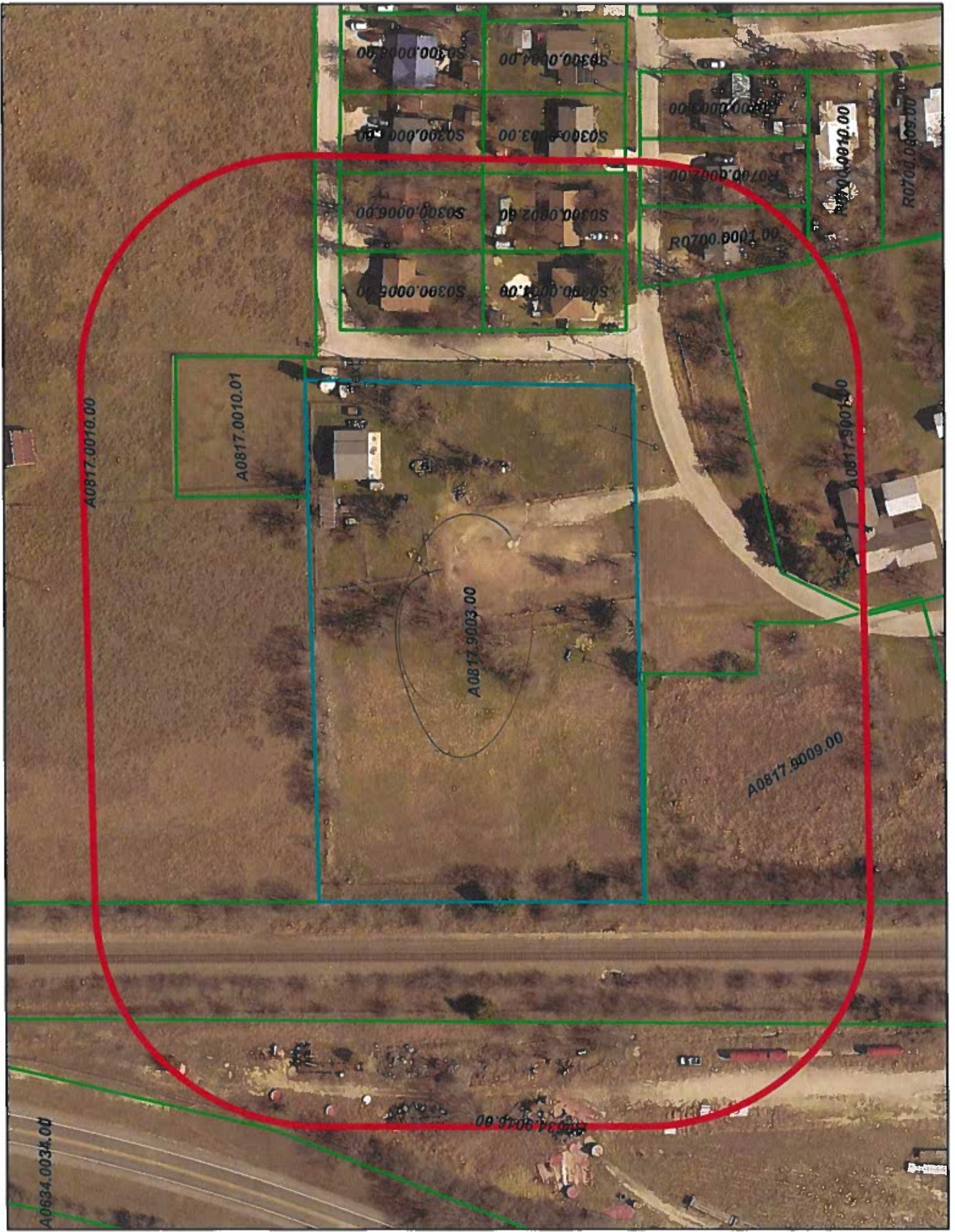
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Sincerely,

Shaina Odom
City Secretary



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R0700.0001.00

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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 3.00, Abst: A-817 JC, also known as 401 E Hickory Street, RhOME, TX 76078

Type of Request: Re Plat
P&Z PH Date Monday, October 3, 2022 at 6 pm

City Council PH Date: Thursday, October 13, 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

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Property Owner Signature _____



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Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

September 21, 2022

Cervantes Leticia

3849 Foxhouse Lane

Fort Worth, TX 76123

RE: Public Hearings for Replat Request

Dear Cervantes Leticia

The City of Rhome Planning and Zoning Commission will hold a Public Hearing on Monday, October 3, 2022 at 6:00pm for the purpose of hearing comments regarding a change to the plat of properties being legally described as:

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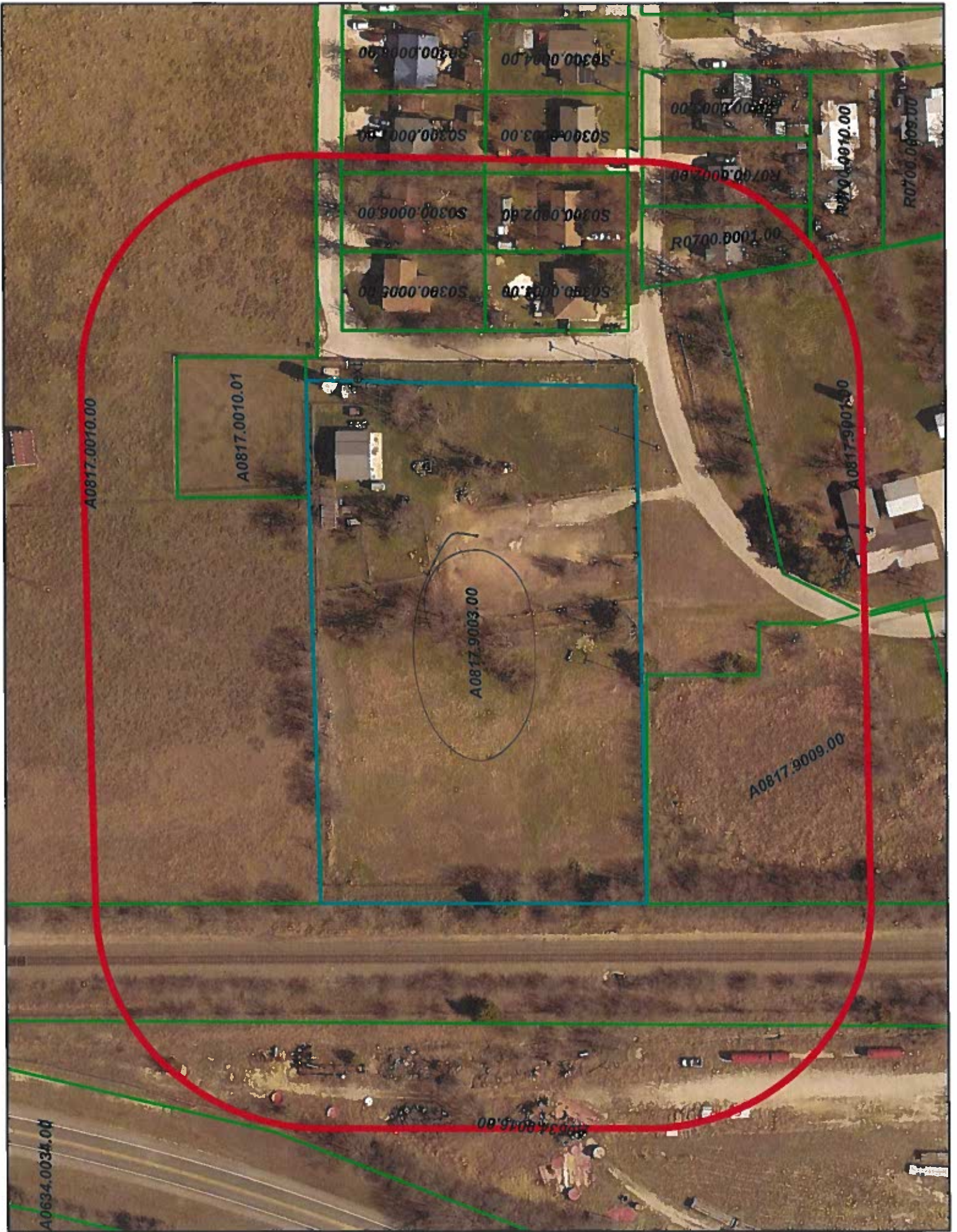
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Sincerely,

Shaina Odom

City Secretary





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Rhome, Texas 76078

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Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

September 21, 2022

Surrey Family LLC

3849 Foxhouse Lane

Fort Worth, TX 76123

RE: Public Hearings for Replat Request

Dear Surrey Family LLC

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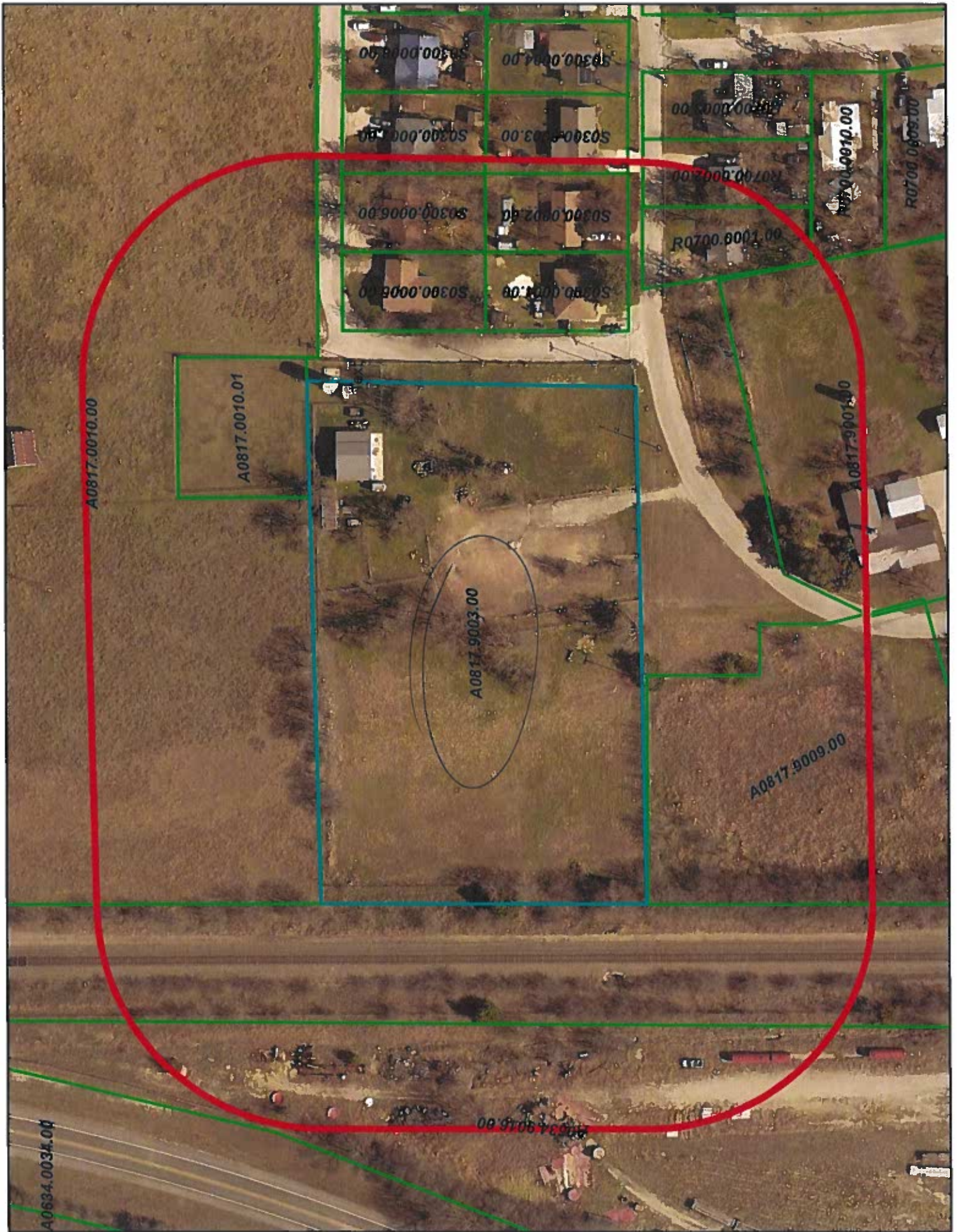
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Sincerely,

Shaina Odom
City Secretary





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Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com

cityadministrator@cityofrhome.com

PUBLIC HEARING NOTIFICATION REPLY

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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 _____



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 H



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 | cityofrhome@earthlink.net

APPLICATION FOR PRELIMINARY PLAT

Proposed Subdivision Name: _____

Property Owner Information

Name: Malcolm Harlan & Niles Harlan

Address: 5399 E HWY 114 Rhome, TX 76078

Phone Number: 940-389-3705 Email: Malcolm.harlan1@gmail.com

Applicant Information – if different from Property Owner

Name: Same as property owners

Address: _____

Phone Number: _____ Email: _____

Developer Information

Name: Frontier Investments Group, LLC

Address: 7245 Durand Drive Irving, Texas 75063

Phone Number: +1 (214) 399-5067 Email: jeb@galaxyconstruct.com

Engineer Information

Name: No alteration or improvement of utility installations, streets, alleys, building setback lines, etc.

Address: _____

Phone Number: _____ Email: _____

Legal

Description: TRACT 21 6.81330 ACRES

Property ID: 747179

Type of Proposed Development: ☐ SF Residential ☐ MF Residential ☐ Duplex ☐ Commercial/Industrial ☒ Other

Total # of Acres in Plan: 1.513 Total Number of Lots in Plan: 1 Current Zoning Classification: ETJ

The following is to be completed only if a person other than the property owner is making this application:
I, _____, property owner of the previously described property, do hereby certify that I have given my permission to _____, to make this Preliminary Plat application. Signature of property owner: _____

Basic Fee for Preliminary Plat: \$ 700.00

+ **Single Family:** Number of Lots: _____ at \$20 per lot for the first 10 lots and \$7.50 for each additional lot, plus \$25.00 per acre for areas not platted into lots N/A \$

+ **Commercial/Industrial:** \$50.00 per acre; Number of Acres: _____ N/A \$

+ **Multi Family/Duplex:** Number of Units: _____ at \$25.00 per unit N/A \$

Application Fee: \$

~~\$700.00~~

\$ 775.00

I hereby certify that I am, or represent, the legal owner of the property described above and do hereby submit this Preliminary Plat.

Date: Sep 9, 2022

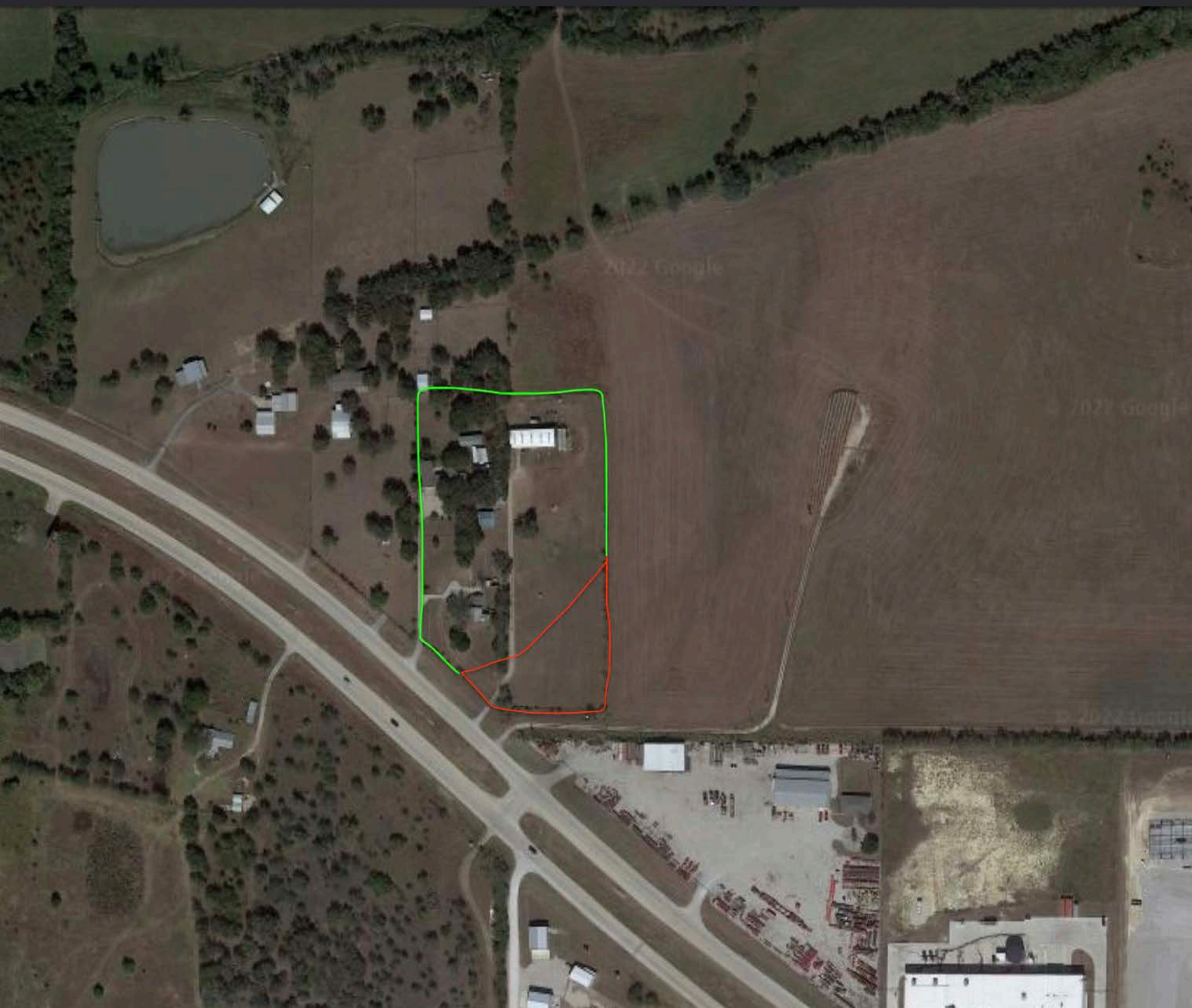
Printed Name: Malcolm Harlan

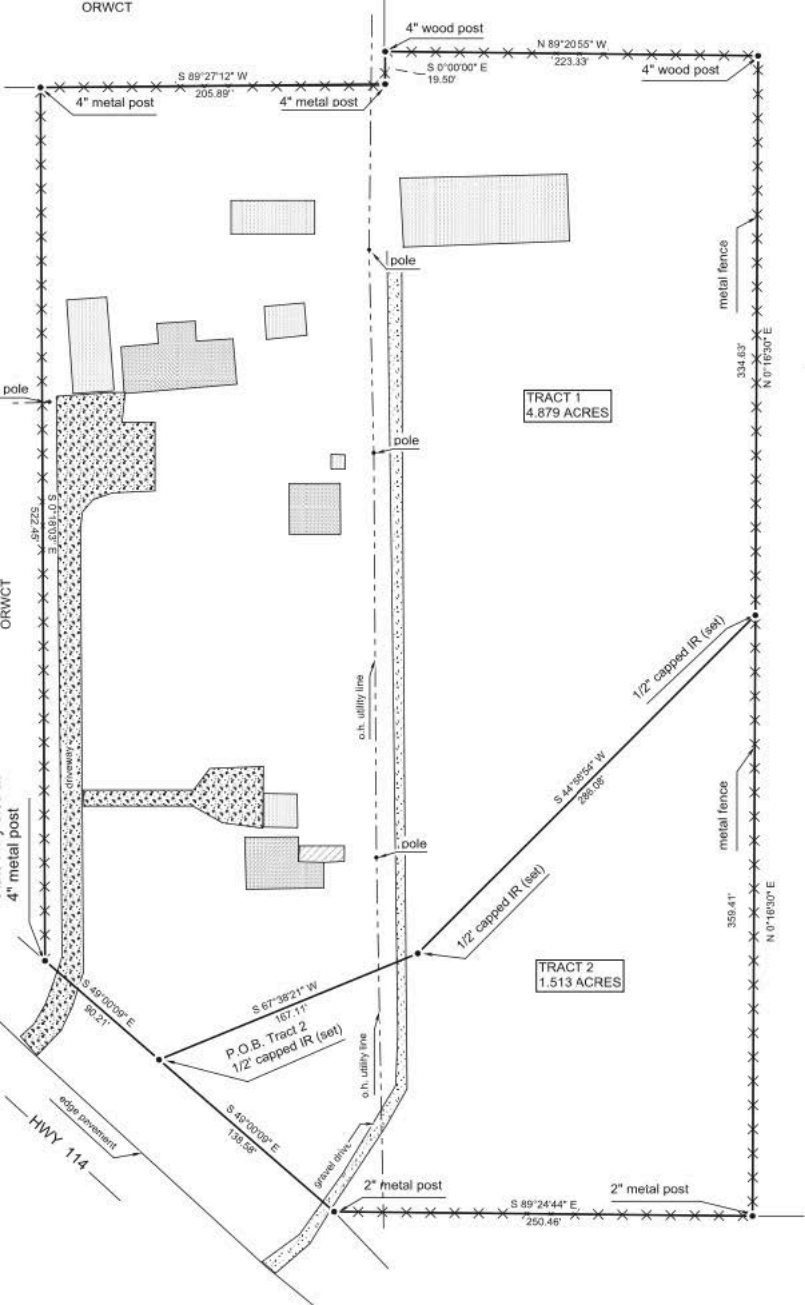
Signature: 
Malcolm Harlan (Sep 9, 2022 11:38 CDT)

Date: Sep 9, 2022

Printed Name: Niles Harlan

Signature: 
Niles Harlan (Sep 9, 2022 14:10 CDT)







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 I



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | permits@cityofrhome.com

SPECIFIC USE PERMIT

Name: BRIAN WALKER DBA OLD MILL IN RHOME
Address: 311 OLD MILL ROAD
Email: [REDACTED]
Phone #: [REDACTED]
Date: 8-28-22

To be considered for your Specific Use Permit, you must do the following:

1. Submit plans according to the Building Standards, Ordinance 3.03.056, for a carport, and, Ordinance 15.2, for an accessory structure over 200 sq. foot in Single Family 20 and above.
2. Pay the Specific Use Permit fee of \$150.
3. You will be notified whether the plans are sufficient and follow all guidelines, or will need to be revised.
4. Once the plans are approved, a legal notice will be posted in the official newspaper and sent to all property owners within 200 ft of your property, after which it will go to Planning and Zoning, and they will make a recommendation to City Council.
5. If approved, you will then need to apply for a Building Permit.

FOR OLD MILL MULTI-USE
COMMERCIAL DEVELOPMENT

OLD MILL IN CHARGE

(TENANTS: Brewery, Restaurant, Event Space, and Host Your B&B Room)



Parking Lot
(Former Storage Units Already Razed)

Retail Space



Outdoor Seating



B&B

OLD MILL ROAD





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