



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
Jo Ann Wilson

City Council

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

Place 2
Michelle Tye

Place 3
Elaine Priest

Place 4
Sam Eason

Place 5
Ashley Majors

**City
Administrator**
Cynthia Northrop

City Attorney
Carvan Adkins

City Secretary
Shannon
Montgomery

Fire Chief
Darrell Fitch

Police Chief
Eric Debus

**Public Works
Director**
Sean Densmore

NOTICE OF REGULAR MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, October 14, 2021

Regular Session Meeting Time: 6:30pm

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

LIVE Streaming: In an effort to be as accessible as possible, we will be
Live Streaming the meeting using GoToMeeting.
Please call 1-872-240-3412 / Access Code 350-205-549

Call to Order and Establish a Quorum

Invocation

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

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

Public Presentations and Input

The Council is not permitted to take action on or discuss any presentations made to the Council at this time concerning an item not listed on the agenda. The Council will hear comments during this designated time.

*If you are attending the meeting via **Live Streaming**, and you would like to make a Public Presentation, you must email Shannon Montgomery at citysecretary@cityofrhome.com prior to **4:00pm on the day of meeting** to be recognized.*

*If you are attending the meeting **in person**, sign up forms will be available at the meeting to fill out and submit to the City Secretary prior to meeting start time.*

Announcements from Mayor and Council Members

October 2021 City of Rhome Events:

- Monday, October 18 through Friday, October 29 (weekdays): Early Voting
- Saturday, October 23: Dumpster Days: 8am until full
- Thursday, October 28: City Council meeting at 6:30pm
- Saturday, October 30: Dumpster Days: 8am until full
- Sunday, October 31: Trunk or Treat at the Fire Station: 6pm – 8pm

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 9, 2021 **(City Secretary)**
- B. Interlocal Agreement for Fire Protection Services with Wise County **(Fire Chief)**
- C. Interlocal Agreement for Emergency Services with Tarrant County **(Fire Chief)**
- D. Acceptance of Planning & Zoning Commissioner Hahs Resignation **(City Administrator)**

Monthly Staff Reports and Board Minutes

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

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

Minutes of Regular Parks & Recreation Board Meeting dated September 2, 2021 **(City Secretary)**

Public Hearing

- F. Rhome City Council to conduct Public Hearing to hear citizen input regarding a request for a change in zoning of property being legally described as Acres: 0.367, Lot: 4 & PT3, Blk: A, Subd: GRANDVIEW ADDITION, otherwise known as 360 South Main Street, Rhome, Texas. The request is to change the current zoning of Residential to Retail

Regular Agenda – Old Business

- G. Discussion and any necessary action on Economic Development and next steps on Business Focus Group **(Council Member Priest)**

Regular Agenda – New Business

- H. Discussion and any necessary action regarding a request for a change in zoning of property being legally described as Acres: 0.367, Lot: 4 & PT3, Blk: A, Subd: GRANDVIEW ADDITION, otherwise known as 360 South Main Street, Rhome, Texas. The request is to change the current zoning of Residential to Retail **(City Administrator)**
- I. Discussion and any necessary action regarding a Proclamation naming the Rhome Community Center to the Marie Moore Educational Center **(Mayor Pro Tem McCabe)**
- J. Discussion and any necessary action regarding a Proclamation designating October 3 – 9, 2021 as Fire Prevention Week **(City Administrator)**
- K. Discussion and any necessary action regarding a Resolution designating an administration/project delivery service provider to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the US Department of the Treasury, other Federal or State agency and authorizing the City Administrator to negotiate pricing and execute contract **(City Administrator)**
- L. Discussion and any necessary action regarding Wise County Appraisal District 2022 Board of Director Election **(City Administrator)**
- M. Discussion and update of West WasteWater Treatment Plant and upcoming bond **(City Administrator)**

- N. Discussion and any necessary action regarding the scheduling of the November 2, 2021 Bond Election Canvassing **(City Secretary)**
- O. Discussion and any necessary action regarding making it easier for the citizens to attend meetings remotely **(Council Member Eason)**
- P. Discussion and any necessary action regarding a vehicle take home policy **(Council Member Majors)**

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
 - Wholesale Water Agreement with Rolling V Ranch
- 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
 - Sale of Property – Old Mill Road, Elm Street and Senior Building
- 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 - Annual Review
- 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

Reconvene into Regular Session

- U. Discussion and any necessary action as a result of Executive Session

Future Agenda Items

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.

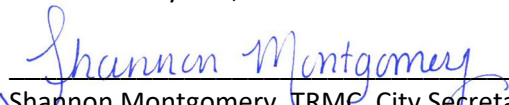
A quorum of Parks & Recreation Board Members may be present at this meeting and its members may participate in the discussions of the items on the agenda over which they have responsibilities or authority.

**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 the 8th day of October 2021.


Shannon Montgomery, TRMC, 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 _____, 2021.

_____, Title: _____



Agenda Commentary

Meeting Date: Thursday, October 14, 2021

Department: Administration

Contact: Shannon Montgomery, TRMC

Agenda Item: A. Minutes of City Council Regular Session dated September 9, 2021

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

Summary-Background:

Minutes of September 9, 2021 Council Meeting

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:

Draft Minutes

Recommendation:

Approve Draft Meeting Minutes



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**Public Works
Director**
Sean Densmore

MINUTES OF REGULAR MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, September 9, 2021

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

MEETING START TIME: 6:30PM

Workshop Session - 5:30pm

Council Members and City Staff trained on the new audio-visual equipment to prepare for Live Streaming of meetings.

Regular Session – 6:30pm

Call to Order and Establish a Quorum

Mayor Wilson called the meeting to order at 6:30pm and announced a quorum of Council Members present.

Council Members Present:

Mayor Jo Ann Wilson

Mayor Pro Tem Josh McCabe

Council Member Michelle Tye

Council Member Elaine Priest

Council Member Sam Eason

Council Member Ashley Majors

City Staff Present:

City Administrator Cynthia Northrop

City Secretary Shannon Montgomery

Fire Chief Darrell Fitch

Police Chief Eric Debus

Public Works Director Sean Densmore

Invocation

Mayor Pro Tem McCabe gave the invocation.

Pledge of Allegiance to the American and Texas Flags

Council Member Eason led both the Pledge of Allegiance to the American Flag and Texas Flag.

Public Presentations and Input

The Council is not permitted to take action on or discuss any presentations made to the Council at this time concerning an item not listed on the agenda. The Council will hear comments during this designated time.

The following voiced their presentation or asked the City Secretary to read their presentation:

- Terry Priest – Cheyenne Trail North, Rhome, Texas
- Glenda Mason – Clear Fork Trail, Rhome, Texas
- Cathy Coffee – Mount Lane, Rhome, Texas
- Lisa Wilson – Front Street, Rhome, Texas

Announcements from Mayor and Council Members

Mayor Wilson shared a few words regarding the upcoming 9/11 anniversary and listed the City's September events:

- Saturday, September 11, 2021: 9/11 20th Anniversary Remembrance 9am at Rhome Fire Station
- Monday, September 13, 2021: Planning & Zoning Commission meeting at 6pm
- Thursday, September 23, 2021: City Council meeting at 6:30pm

Council Member Priest stated the city had met a code requirement with the new sound system – ADA accessible.

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 August 26, 2021 (City Secretary)

Motion made by Council Member Eason, seconded by Council Member Majors to approve the Consent Agenda items as presented. Motion carried unanimously.

Monthly Staff Reports and Board Minutes

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

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

C. Minutes of Regular Parks & Recreation Board Meeting dated August 5, 2021 (City Secretary)

No discussion, no action taken.

Public Hearing

D. Rhome City Council to conduct Public Hearing to hear citizen input regarding the proposed tax rate for Fiscal Year October 1, 2021 to September 30, 2022

Mayor Wilson opened the Public Hearing at 6:51pm.

The following asked the City Secretary to read their comments during the Public Hearing:

- Lisa Wilson – Front Street, Rhome, Texas

Mayor Wilson closed the Public Hearing at 6:52pm.

Regular Agenda – New Business

E. Discussion and any necessary action regarding Ordinance No. 2021-18 adopting the Budget for Fiscal Year October 1, 2021 to September 30, 2022 (City Administrator)

This proposed budget will raise more total property taxes than last year's budget by an amount of \$11,624.00, which is a 1.47% increase, and of that amount \$21,048.71 is tax revenue to be raised from new property added to the tax roll this year.

Motion made by Council Member Priest, seconded by Council member Tye, to approve Ordinance No. 2021-18 as presented.

City Secretary Montgomery asked for a roll-call vote:

Mayor Pro Tem McCabe: Aye
Council Member Tye: Aye
Council Member Priest: Aye
Council Member Eason: Aye
Council Member Majors: Aye

Motion carried unanimously.

**CITY OF RHOME, TEXAS
ORDINANCE 2021-18**

AN ORDINANCE OF THE CITY OF RHOME, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

F. Discussion and any necessary action regarding Ordinance No. 2021-19 ratifying ad valorem property tax revenue reflected in the adopted Fiscal Year October 1, 2021 to September 30, 2022 Annual Budget (City Administrator)

This budget will raise more total property taxes than last year's budget by an amount of \$11,624.00, which is a 1.47% increase, and of that amount \$21,048.71 is tax revenue to be raised from new property added to the tax roll this year.

Motion made by Council Member Eason, seconded by Council Member Priest, to approve ratifying ad valorem property tax revenue reflected in the adopted fiscal year October 1, 2021 to September 30, 2022 annual budget by stating I move that the property tax rate be increased by the adoption of a tax rate of \$0.450857 percent, which is effectively a 1.03% increase in the tax rate. Motion carried unanimously.

**CITY OF RHOME, TEXAS
ORDINANCE 2021-19**

AN ORDINANCE OF THE CITY OF RHOME, TEXAS, AFFIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 AT THE RATE OF \$0.450857 PER ONE HUNDRED DOLLARS (\$100.00), AND FOR EACH YEAR THEREAFTER UNTIL OTHERWISE PROVIDED, ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF RHOME TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND ALL OUTSTANDING DEBTS OF THE CITY; DIRECTING THE ASSESSMENT THEREOF; PROVIDING FOR DUE DATES AND DELINQUENT DATES FOR PAYMENT OF TAXES TOGETHER WITH PENALTIES AND INTEREST THEREON; APPROVING THE TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SAVINGS AND SEVERABILITY CLAUSES AND DECLARING AN EFFECTIVE DATE.

G. Discussion and any necessary action regarding an Interlocal Agreement with the City of Frisco and authorizing the City Administrator to execute all necessary documents (Police Chief)

Motion made by Council Member Majors, seconded by Mayor Pro Tem McCabe, to approve the Interlocal Agreement with the City of Frisco and authorizing the City Administrator to execute all necessary documents. Motion carried unanimously.

H. Discussion and any necessary action regarding future uses of senior building and police department post Bond Election (Council Member Priest)

Mayor Wilson stated that this is not the right time to discuss this agenda item.

City Attorney Adkins stated that elected officials cannot advocate for or against the bond as it is illegal to do so and confirmed that the agenda item itself is not advocating for/against bond.

Council Member Priest stated that the senior building location compromises parking and ingress/egress for the Fire Department. Priest also mentioned the estimate of \$22,000 to repair the electrical issues, \$50,000 for other code repairs and an estimate of the third option – demo the building at approximately \$15,000. Priest commented she was thinking outside the box and wondered if it would be possible to sell the senior building with the provision that the buyer must relocate the building within so many days of purchase.

Council Member Priest stated she is asking if the City could investigate the alternative to sell the building and save money. She is asking for action to proceed with selling with stipulation that the buyer must move the building within 10 days from date of sale and authorize City Administrator and City Attorney to move forward with researching this item.

Priest stated the advantage of moving forward with this item now is to allow for research, advertise to sell the building and have someone clear the land, which saves the City money.

Mayor Pro Tem McCabe stated that this is a good idea, it does not necessarily need a motion, just instruct Staff to research and bring back a recommendation.

Priest continued by asking about the possibility of selling the Police Department if PD is relocated as the upkeep would be expensive and that the City has no plans for the building.

Council Member Eason stated it was premature to discuss selling the PD Property.

City Administrator Northrop stated that she and the City Attorney can explore options regarding selling the senior building and bring back a recommendation to Council.

No action taken; discussion only.

I. Discussion and any necessary action on Economic Development and the creation of a Business Advisory/Focus Group (Council Member Priest)

City Administrator Northrop stated that this agenda item was brought back for clarification of acceptable goals, focus and clarity. Northrop continued that the City's Comprehensive Development Plan discusses Economic Development, she envisions a focus group would show how the City could help local business owners. The City would need to be careful with quorums, foresees two council members along with herself.

Mayor Pro Tem McCabe stated he would like to help Council Member Priest and City Administrator Northrop.

Northrop stated that they would assist business owners, but the business owners need to lead.

Mayor Wilson asked if Staff could come to the next meeting with a plan.

Northrop explained that it would be a very skeletal plan as the business owners would need to lead. Northrop also clarified that it would be herself, Council Member Priest and Mayor Pro Tem McCabe.

No action taken; discussion only.

Executive Session

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

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

- City of Newark ETJ/CCN
- ByWell

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

Mayor Wilson convened into Executive Session at 7:44pm.

Mayor Wilson reconvened into Regular Session at 8:34pm.

Reconvene into Regular Session

N. Discussion and any necessary action as a result of Executive Session

The was no action taken as result of the executive session.

Future Agenda Items

No future agenda items were requested.

Adjourn

Motion made by Council Member Tye, seconded by Council Member Majors to adjourn. Motion carried unanimously; meeting adjourned at 8:35pm.

Minutes approved the 14th day of October 2021.

Jo Ann Wilson,
Mayor

Shannon Montgomery, TRMC
City Secretary



Agenda Commentary

Meeting Date: October 14, 2021

Department: Fire

Contact: Fire Chief Fitch

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

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

Summary-Background:

The Interlocal Agreement (ILA) for Fire Protections Services with Wise County is an annual agreement renewal for Rhyme Fire Rescue to provide emergency services within Wise County and to receive funding for providing those services. All fire departments within Wise County rely on the assistance of other fire departments to assist with mutual aid in the event that additional emergency resources are needed to address a large-scale emergency incident. Interlocal agreements provide this framework for assistance.

Funding Expected: ☒ Revenue ☐ Expenditure ☐ N/A

Budgeted Item: ☒ Yes ☐ No ☐ N/A

GL Account: _____ **Amount:** \$50,940 annually

Legal Review Required: ☒ Yes ☐ No **Date Completed:** 10/07/2021

Engineering Review: ☐ **FD Review:** ☒ **PD Review:** ☐ **PW Review:** ☐

Supporting Documents Attached:

Interlocal Agreement Between Wise County, Texas and The City of Rhyme, Texas for Fire Protection and First Responder Services (Fiscal Year 2021-2022)

Recommendation:

Approval of agreement recommended.

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 2021-2022

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 \$4,245.00 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, 2021, 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, 2022.

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, 2021

WISE COUNTY



Wise County Judge

Date: 9-24-21

CITY OF RHOME

BY: _____

Title: _____

Date: _____

WISE COUNTY FIRE MARSHAL



Wise County Fire Marshal

Date: 9-23-2021

VOLUNTEER FIRE DEPARTMENT OF RHOME

By: _____

Title: _____

Date: _____



Agenda Commentary

Meeting Date: October 14, 2021

Department: Fire

Contact: Fire Chief Fitch

Agenda Item: C. Interlocal Agreement for Emergency Services with Tarrant County

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

Summary-Background:

The Interlocal Agreement (ILA) for Emergency Services with Tarrant County Emergency Services District No. One is an annual agreement renewal for Rhyme Fire Rescue to provide emergency services within Tarrant County and to receive funding for providing those services. All fire departments within Wise and Tarrant County rely on the assistance of other fire departments to assist with mutual aid in the event that additional emergency resources are needed to address a large-scale emergency incident. Interlocal agreements provide this framework for assistance.

Funding Expected: ☒ Revenue ☐ Expenditure ☐ N/A

Budgeted Item: ☒ Yes ☐ No ☐ N/A

GL Account: _____ Amount: \$8,000 annually

Legal Review Required: ☒ Yes ☐ No Date Completed: 10/07/2021

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

Supporting Documents Attached:

Interlocal Agreement with Tarrant County Emergency Services District No. One (Fiscal Year 2021-2022)

Recommendation:

Approval of agreement recommended.

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

City of Rhome, Texas
Mutual Aid

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF RHOME, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY within 90 days of execution of this Agreement the total sum of EIGHT THOUSAND DOLLARS (\$8,000.00) during this contract year for fire protection services as requested by other departments contracting with the DISTRICT and within the CITY's ability to respond.

Section 4: Equipment

DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 5: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2021 and ending September 30, 2022. Regarding response purposes, this Agreement will remain in force until the 2022-23 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2022 under the same terms and conditions.

Section 6: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 7: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 8: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 9: Workers' Compensation Coverage

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 DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 10: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 11: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 12: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement

will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 13: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 14: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 15: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF RHOME, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

Telephone: 817-636-2462

www.cityofrhode.com | citysecretary@cityofrhode.com

AGENDA ITEM D

Shannon Montgomery

From: Sarah Hahs [REDACTED]
Sent: Thursday, September 16, 2021 10:30 AM
To: Shannon Montgomery
Subject: Re: No Planning & Zoning Commission Meeting Monday, September 13

Shannon,

The time has arrived when I will need to submit my resignation from the P&Z board. I am grateful for the time spent serving on the board and for the ability to learn from you. Please let me know next steps. We are set to close on selling our home here in Rhome on October 1st.

Thanks,

Sarah Hahs
[REDACTED]

On Sep 10, 2021, at 3:22 PM, Shannon Montgomery <citysecretary@cityofrhome.com> wrote:

Good afternoon Commissioners,

Due to a lack of agenda items, the Planning & Zoning Commission will not meet Monday, September 13, 2021.

Have a wonderful weekend!

Thank you,
Shannon

Shannon Montgomery, TRMC
City Secretary



Physical Location: 501 South Main Street
Mailing Address: PO Box 228
Rhome, Texas 76078
817-636-2462

ATTENTION PUBLIC OFFICIALS!

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, please reply only to the sender.

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This electronic message and accompanying documents contains information belonging to the sender that is legally privileged, and not intended for public use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this electronic information is strictly prohibited. If you have received this document in error, please notify us by telephone immediately.



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Monthly Staff Reports and Board Minutes

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



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Administration by the Numbers – September 2021

Bank Statement Balances

Account Name	Balances as of September 30, 2020	Balances as of September 30, 2021
2019 Bond Checking	\$642.79	\$9,909.06
Fire Dept Checking	\$182,351.74	\$95,353.49
Fire Dept Savings - Quarterly Statement	\$40,443.41	\$40,949.03
General Fund Checking	\$205,991.36	\$585,722.04
General Fund Savings	\$170,829.84	\$270,855.47
Hotel Motel Tax	\$70,492.43	\$87,488.74
Interest & Sinking	\$149,209.30	\$92,692.11
LOGIC	\$1,148,648.64	\$912,828.06
MC Building Security	\$30,987.61	\$35,355.11
MC Technology Fund	\$20,545.32	\$16,915.04
Meter Deposits	\$91,193.70	\$100,896.56
Parks & Recreation Checking	\$21,660.73	\$31,098.50
Payroll ZBA Account	\$0.00	\$0.00
Police Grant Account	\$2,835.79	\$2,836.08
Police Seizure Funds	\$100.38	\$12,076.28
Rhyme Beautification Fund	\$116.00	\$451.00
Rolling V	\$22,904.86	\$27,578.54
TEXSTAR	\$1,144,365.32	CLOSED
Water & Sewer Checking	\$231,449.32	\$80,020.70
TOTAL	\$3,585,652.63	\$2,403,025.81

Per Council's previous direction to reduce costs and to streamline processes, Staff is moving towards cutting the number of bank accounts, thus reducing bank fees and staff time.

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

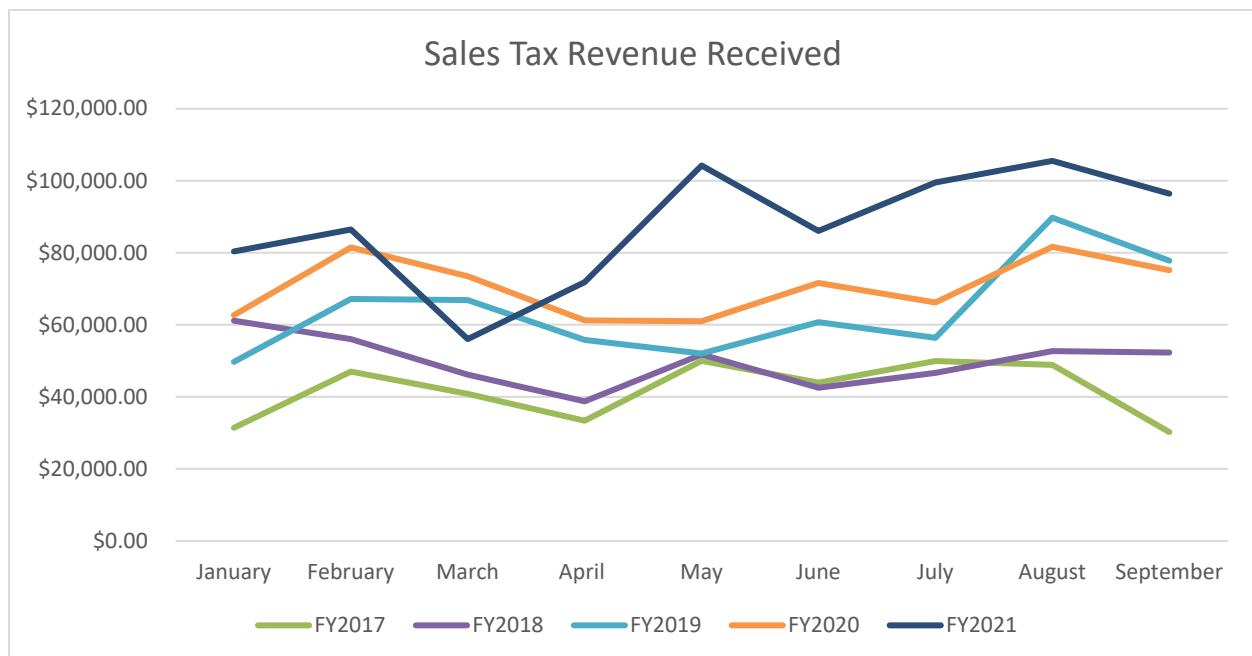
- **TexSTAR Investment** – One of the two investment accounts opened to hold proceeds from the 2019 Bond Election for the EWWTP Expansion Project. Funds have been depleted from this account for payment of construction costs. LOGIC Investment Account is still active and will be used to continue paying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

With the pending upgrade of our financial software, Staff will be able to continue to reduce the number of bank accounts over the next several months. Staff will continue to update Council as the project moves forward.

Fiscal Year Sales Tax Revenue Received

September 2021 - \$96,366.36

Month Received	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
October	\$34,539.68	\$36,761.46	\$41,715.19	\$55,994.48	\$83,748.34	\$75,745.64
November	\$38,667.86	\$39,909.64	\$49,257.27	\$67,076.39	\$75,077.06	\$84,636.19
December	\$36,385.65	\$37,325.73	\$55,857.75	\$56,827.29	\$87,313.44	\$69,183.69
January	\$30,387.32	\$31,401.41	\$61,139.42	\$49,719.73	\$62,703.14	\$80,355.58
February	\$41,866.33	\$47,000.93	\$56,030.60	\$67,180.35	\$81,459.72	\$86,432.78
March	\$33,776.77	\$40,837.42	\$46,156.35	\$66,853.76	\$73,488.63	\$56,025.15
April	\$30,915.49	\$33,361.07	\$38,766.96	\$55,814.51	\$61,205.25	\$71,816.35
May	\$40,225.24	\$49,987.00	\$51,754.08	\$52,022.35	\$61,014.98	\$104,222.79
June	\$32,353.93	\$43,940.94	\$42,538.20	\$60,712.41	\$71,595.88	\$86,028.11
July	\$33,975.41	\$49,928.81	\$46,649.99	\$56,382.32	\$66,189.23	\$99,504.10
August	\$37,782.39	\$48,878.03	\$52,698.74	\$89,739.58	\$81,658.50	\$105,530.55
September	\$34,844.61	\$30,263.17	\$52,300.18	\$77,788.90	\$75,181.40	\$96,366.36
Total	\$425,720.68	\$489,595.61	\$594,864.73	\$756,112.07	\$880,635.57	\$1,015,847.29



Ordinances Passed:

2021-18	AN ORDINANCE OF THE CITY OF RHOME, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.
2021-19	AN ORDINANCE OF THE CITY OF RHOME, TEXAS, AFFIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 AT THE RATE OF \$0.450857 PER ONE HUNDRED DOLLARS (\$100.00), AND FOR EACH YEAR THEREAFTER UNTIL OTHERWISE PROVIDED, ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF RHOME TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND ALL OUTSTANDING DEBTS OF THE CITY; DIRECTING THE ASSESSMENT THEREOF; PROVIDING FOR DUE DATES AND DELINQUENT DATES FOR PAYMENT OF TAXES TOGETHER WITH PENALTIES AND INTEREST THEREON; APPROVING THE TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SAVINGS AND SEVERABILITY CLAUSES AND DECLARING AN EFFECTIVE DATE

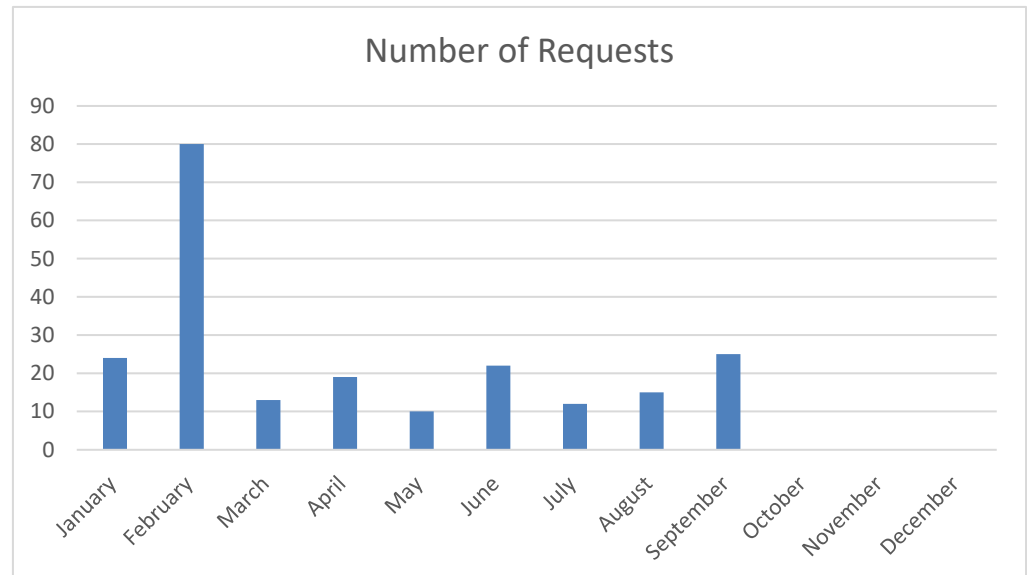
Resolutions Passed: None

Requests for Information:

Requests Received	25
Pending / Open	7
Sent for Attorney General Opinion (RFO)	2
Complete / Closed	26
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>	\$51.90
Approximate Staff Time	1515 mins / 25.25 hours
Approximate Supply Cost	\$0.00
Approximate Staff Cost	\$770.63

Calendar YTD Requests for Information

Month	Number of Requests
January	24
February	80
March	13
April	19
May	10
June	22
July	12
August	15
September	25
October	
November	
December	



Requests Received	220
Pending / Open	7
Sent for Attorney General Opinion (RFO)	7
Complete / Closed	212
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>	\$63.90
Approximate Staff Time	11,275 mins / 188 hours
Approximate Supply Cost	\$24.35
Approximate Staff Cost	\$5,875.20

ORR Number	Requestor	Date Rec'd	Due Date	Request Description	Time in Mins
2021-132	Askia Bell	9/1	9/16	I Would like a list of residential properties with Code Violations over the last 30 days. I Would also like a list of properties with water shut off over the last 30 days.	30
2021-133	Jason Ross	9/1	9/15	Please send the Code Violation Substandard Report for August 2021	15
2021-134	Tommie Eason	9/3	9/20	Please provide the annual reports showing the reserve amounts for each department * Park and Recreation Budget * Police Budget * Fire Department Budget * Public Works Budget * Administrative Budget	60
2021-135	Patricia Mitchell	9/3	9/20	Please provide a copy of the application submitted for the matching grant to build a park in the ByWell neighborhood	45
2021-136	Patricia Mitchell	9/3	9/20	With the exception of application through Grant Works proposed by Mayor Wilson, please provide a copy of each grant application submitted on behalf of the City of Rhome	75
2021-137	Patricia Mitchell	9/3	9/20	Please provide a copy of the "developers agreement" between Wade Greathouse and representative(s) of the City of Rhome	45
2021-138	Chris Parrot	9/8	9/22	I am interested in: address, permit number, builder/contractor name, subdivision, date permit was issued, and any value, square footage information or floor plan name or number for permits issued for residential new construction from August 1, 2021 - August 31, 2021.	15
2021-139	Patricia Mitchell	9/13	9/27	Please provide copy of City of Rhome monthly general fund bank statements for July 2018 - June 2019	150
2021-140	Patricia Mitchell	9/13	9/27	Please provide a copy of the invoice for the video/electronic equipment recently installed at the Rhome Community Center	30
2021-141	Patricia Mitchell	9/13	9/27	Please provide a copy of the contract between City of Rhome and Eric Debus	15
2021-142	Patricia Mitchell	9/16	9/30	Please provide a copy of all emails exchanged between Police Chief Eric Debus and Officer Geoffrey Pradia	120
2021-143	Patricia Mitchell	9/16	9/30	Please provide copy of all emails initiated by Police Chief Eric Debus directed to all officers	120

ORR Number	Requestor	Date Rec'd	Due Date	Request Description	Time in Mins
2021-144	Patricia Mitchell	9/16	9/30	<p>1. Please provide a list of monthly expenses for the PD Chevrolet Silverado from January 1, 2020 to December 31, 2020. Please include costs of gasoline, maintenance, tolls, inspection, registration and insurance</p> <p>2. Please provide copy of periodic odometer readings for above Chevrolet Silverado from January 1, 2020 to December 31, 2020. [Info usually noted on the work order for routine maintenance ie, oil/filter changes]</p> <p>3. Please provide a list of monthly expense for the Police Department Chevrolet Silverado from January 1, 2021 to September 16, 2021. Please include costs of gasoline, maintenance, tolls, inspection, registration and insurance</p> <p>4. Please provide copy of periodic odometer readings for above Chevrolet Silverado from January 1, 2021 to September 16, 2021.</p>	120
2021-145	Patricia Mitchell	9/16	9/30	<p>1. Please provide a list of all officers (full-time, part-time, reserve) currently employed by the Rhome Police Department [September 16, 2021]. Please include officer's name, wages and date of hire</p> <p>2. Please provide copy of the Police Department's daily duty roster, beginning July 1, 2021 to present [September 16, 2021], including name of officer and scheduled on duty hours</p>	90
2021-146	Patricia Mitchell	9/16	9/30	<p>1. Please provide a copy of the complaint recently filed by Officer Geoffrey Pradia submitted to City Administrator</p> <p>2. Please provide a copy of the City Administrator's or other Rhome City representative's response to Officer Pradia.</p>	60
2021-147	Shelly Harris	9/22	10/6	personnel documents	90
2021-148	Patricia Mitchell	9/22	10/6	Please provide an itemized list of all monthly legal fees from January 1, 2020 to December 31, 2020. Please include TOASE, Bond Counsel or other, ie, Rolling V	
2021-149	Patricia Mitchell	9/22	10/6	Please provide an itemized list of all monthly legal fees beginning January 1, 2021 to present [September 22]. Please include TOASE, Bond Counsel, or other, ie, Rolling V	

ORR Number	Requestor	Date Rec'd	Due Date	Request Description	Time in Mins
2021-150	Patricia Mitchell	9/22	10/6	1. Please provide a list of all Kimley-Horn service fees incurred by the City of Rhome from January 1, 2020 through December 31, 2020 2. Please provide a list of all Quorum or other architectural service fees incurred by the City of Rhome from January 1, 2020 to December 31, 2020 3. Please provide a list of all other engineering service fees related to studies, reports, plan, etc. from January 1, 2020 to December 31, 2020.	
2021-151	Patricia Mitchell	9/22	10/6	1. Please provide a list of all Kimley-Horn service fees incurred by the City of Rhome from January 1, 2020 to present [September 22] 2. Please provide a list of all Quorum or other architectural service fees incurred by the City of Rhome from January 1, 2020 to present [September 22] 3. Please provide a list of all other engineering service fees related to studies, reports, plan, etc from January 1, 2020 to present [September 22].	
2021-152	Janine Rugas	9/21	10/5	Permit list from 08/18/2021 - 09/21/2021	30
2021-153	Patricia Mitchell	9/23	10/7	Please provide copy of the TDEM informational E-Mail with instructions and the required forms a representative of Rhome received, referred to as the "submission process," to claim Rhome's allocation of \$457K) ...	
2021-154	Patricia Mitchell	9/27	10/11	Please provide an itemized list of expenditures paid out of the \$2.6 million bond that voters approved in November 2018.	
2021-155	Kayla Chapman	9/28	10/13	Fire Report	30
2021-156	Ronald Nottingham	9/30	10/15	Police Report, Fire Report, Body Cams, Dash Cams, etc.	



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | permits@cityofrhome.com

Building and Development		
September 2021		FY 2020 - 2021
Permits Issued:	30	166
Building Permit	3	40
Certificate of Occupancy	1	10
Electrical Permit:	1	23
Plumbing Permit:	-	15
Lights on Inspection	-	2
Mechanical	2	8
Moving Structure	8	32
Irrigation Permit	-	7
Demolition	-	2
Final Plat	-	4
Right of Way		11
Concrete	-	2
Solicitor	2	2
Fire Alarm	-	2
Fire Sprinkler	-	2
Specific Use	-	1
Health Permit	-	1
Zoning Change	1	2
Liquid Waste	2	
Backflow	9	
Sign	1	
Type:	Address:	Assoc. Permits:
Moving Structure	6550 E Hwy 114	
Liquid Waste		
Building	145 W Morris	
Moving Structure	6550 E Hwy 114	
Backflow	216 Cheyenne Trail N	
Backflow	212 Cheyenne Trail N	
Moving Structure	6550 E Hwy 114	
Electrical	1358 Speedway	
Building	1358 Speedway	
Solicitor	4800 E Hwy 287	
Solicitor	4800 E Hwy 287	



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | permits@cityofrhome.com

Moving Structure	6550 E Hwy 114	
Liquid Waste		
Moving Structure	6550 E Hwy 114	
Sign	450 S Main Street	
Backflow	105 Hwy 287	
Backflow	105 Hwy 287	
Moving Structure	6550 E Hwy 114	
Building	1128 Mount Lane	
Moving Structure	6550 E Hwy 114	
Moving Structure	6550 E Hwy 114	
Backflow	1130 Mount Lane	
Zoning Change	360 S Main Street	
Mechanical	1405 Grand Prix	
Backflow	201 N Main Street	
Backflow	201 N Main Street	
Backflow	201 N Main Street	
Backflow	201 N Main Street	
Mechanical	1104 Mourning Dove	
Certificate of Occupancy	450 S Main Street	

September 2021 Code Report

Case #	Case Date	Main Status	Description	End Date	Parcel Address
102	9/15/2021	Active	parking	10/11/2021	1108 MOURNING DOVE STREET
101	9/15/2021	Active	parking	10/11/2021	1202 ALLIANCE BOULEVARD
100	9/15/2021	Active	parking	10/11/2021	1205 ALLIANCE BOULEVARD
99	9/15/2021	Active	parking	10/11/2021	1204 ALLIANCE BOULEVARD
98	9/15/2021	Active	parking	10/11/2021	1207 ALLIANCE BOULEVARD
97	9/15/2021	Active	parking	10/11/2021	1225 ALLIANCE BOULEVARD
96	9/15/2021	Active	parking	10/11/2021	1305 SPEEDWAY DRIVE
95	9/15/2021	Active	parking	10/11/2021	1301 SPEEDWAY DRIVE
94	9/15/2021	Active	parking	10/11/2021	1237 ALLIANCE BOULEVARD
93	9/15/2021	Active	parking	10/11/2021	1218 ALLIANCE BOULEVARD
92	9/15/2021	Active	parking	10/11/2021	1103 MOURNING DOVE STREET
91	9/15/2021	Active	parking	10/11/2021	1105 MOURNING DOVE STREET
90	9/15/2021	Active	parking	10/11/2021	1309 SPEEDWAY DRIVE
88	9/15/2021	Active	parking	10/11/2021	1311 SPEEDWAY DRIVE
87	9/15/2021	Active	parking	10/10/2021	1120 DAYTONA DRIVE
86	9/15/2021	Active	parking	10/10/2021	1315 SPEEDWAY DRIVE
85	9/15/2021	Active	parking	10/10/2021	1116 SUNRISE AVENUE
84	9/15/2021	Active	parking	10/10/2021	1105 SUNRISE AVENUE
83	9/15/2021		parking	10/10/2021	1108 SUNRISE AVENUE
82	9/30/2021	Active	parking	10/10/2021	1106 SUNRISE AVENUE
81	9/15/2021	Active	parking	10/10/2021	1102 SUNRISE AVENUE
80	9/15/2021	Active	parking	10/9/2021	1210 ALLIANCE BOULEVARD
79	9/15/2021	Active	parking	10/9/2021	1337 SPEEDWAY DRIVE
78	9/29/2021	Active	parking	10/9/2021	1111 DAYTONA DRIVE
77	9/15/2021		parking	10/9/2021	1406 GRAND PRIX COURT
76	9/15/2021	Active	parking	10/9/2021	1404 GRAND PRIX COURT
75	9/15/2021	Active	parking	10/9/2021	1103 DAYTONA DRIVE
74	9/7/2021	Active	grass / weeds	9/17/2021	0 MAIN
73	9/7/2021	Active	grass / weeds	9/17/2021	360 S MAIN STREET



RHOME FIRE RESCUE

Duty • Honor • Compassion • Service

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

September 2021 – Council Fire Report

Calls for Service Monthly:

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
2021	81	79	70	68	69	58	70	54	72				620
2020	57	43	44	47	34	55	59	54	53	69	61	75	658

Calls for Service by type:

	EMS	MVA	Structure Fires	Grass Fires	Vehicle Fires	Fire Invest.	Fire Alarms	Gas Leak	Road Hazard	Lift Assist	Other
September 2021	40	13	5	5	0	4	0	0	0	4	1
Year-To-Date	266	99	52	55	13	31	12	7	10	33	33

Call Locations

	City	County	Auto/Mutual Aid Given	Auto/Mutual Aid Received	Cancelled	Weather Watch
September 2021	38	36	8	5	3	0
Year-To-Date	259	342	91	26	37	3

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

Membership

Current Members – 17		
#	Area	+/-
7	City	-
3	In District	-
5	Out of District	-
4	Probationary	
EMS Certification - 12		
3	EMT Basic	-
6	Paramedics	-

2 new members going through 1-year probationary period. These 2 new members have finished: Courage to be safe, NIMS (100, 200, 700, 800), Traffic Incident Safety and CPR Certification. Currently finishing up Live Fire Prerequisite. 2 new members probationary period terminated.

Command Staff

- New Class B uniforms on order with an update in uniform policies.
- ISO official results have been received and will be presented to Council in an upcoming Council meeting with an effective date of 02/01/2022.
- New Radios and Pagers have been received and are in the process of being programmed with proper channels. Improved technology and the ability to talk with departments in Tarrant and Denton County on Mutual Aid calls.
- October is Fire prevention Month.
- Finalizing FD information to be placed on City Website in the Fire Department section.

-
- Continue to update, Covid-19 Standard Operating Guidelines. Included in guidelines are:
 - Response to Medical calls when Covid-19 is suspected.
 - Precautions and questions on Medical calls when pre-screening questions to Covid-19 are negative.
 - Equipment and Apparatus Decontamination on all Emergency responses.
 - Handling Social Distancing with Department Personnel.
 - Guidelines established in conjunction with
 - CDC Guidelines
 - Medical Director
 - Wise County EMS

Station

- Closed to non-essential personnel.

Events

- Sept. 11 – 9/11 - 20th Anniversary Remembrance at the Fire Station.

We would like to personally thank everyone who was in attendance that shared in the remembrance for those who paid the ultimate sacrifice.

- Oct. 18 – Badge pinning of new members who have completed probation.
- Oct. 22 - Fire Prevention program at Prairie View Elem.
- Oct. 31 – 7th Annual Trunk or Treat at the Fire Station 6-8pm
- Nov. 5-6 – Boot Drive



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

- E317 (Unit 607) – Fuel Injector replaced by Siddons-Martin.

Training

- Fire Training – Emergency Driving.
- Online Training
- Probationary Member Skills.

Prevention

- 30 – Prevention Administration and Field Hours.
- 3 – Follow up inspections
- 1 - Inspection

Future Projects

- Inside personal lockers for members.
- Wildland Brush Truck.
- 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.

My door is as always open if you have any questions,

Darrell Fitch
Fire Chief
Rhome Fire Rescue

Rhome PD Council Report

September 2021



Prepared by:

A. Soultair #310

Rhyme PD Updates

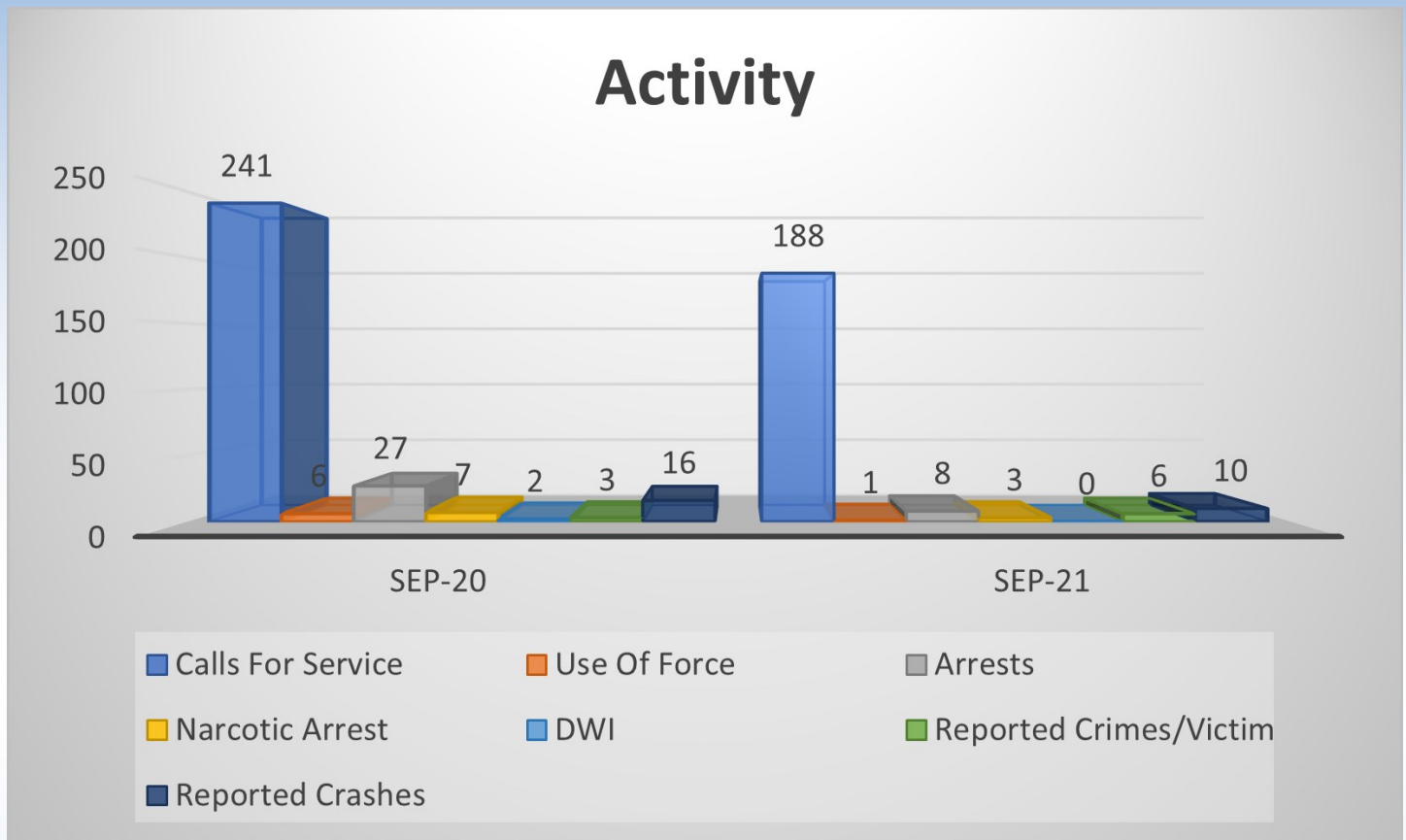


September 11, 2001

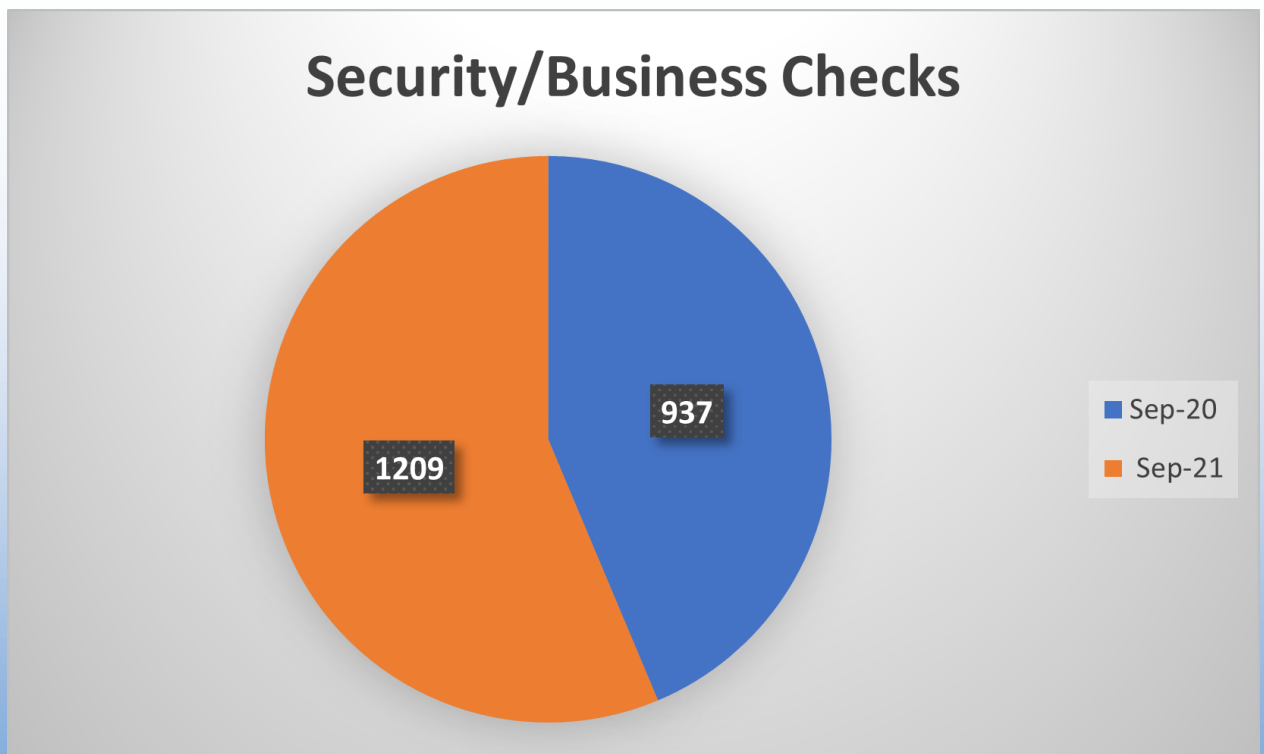
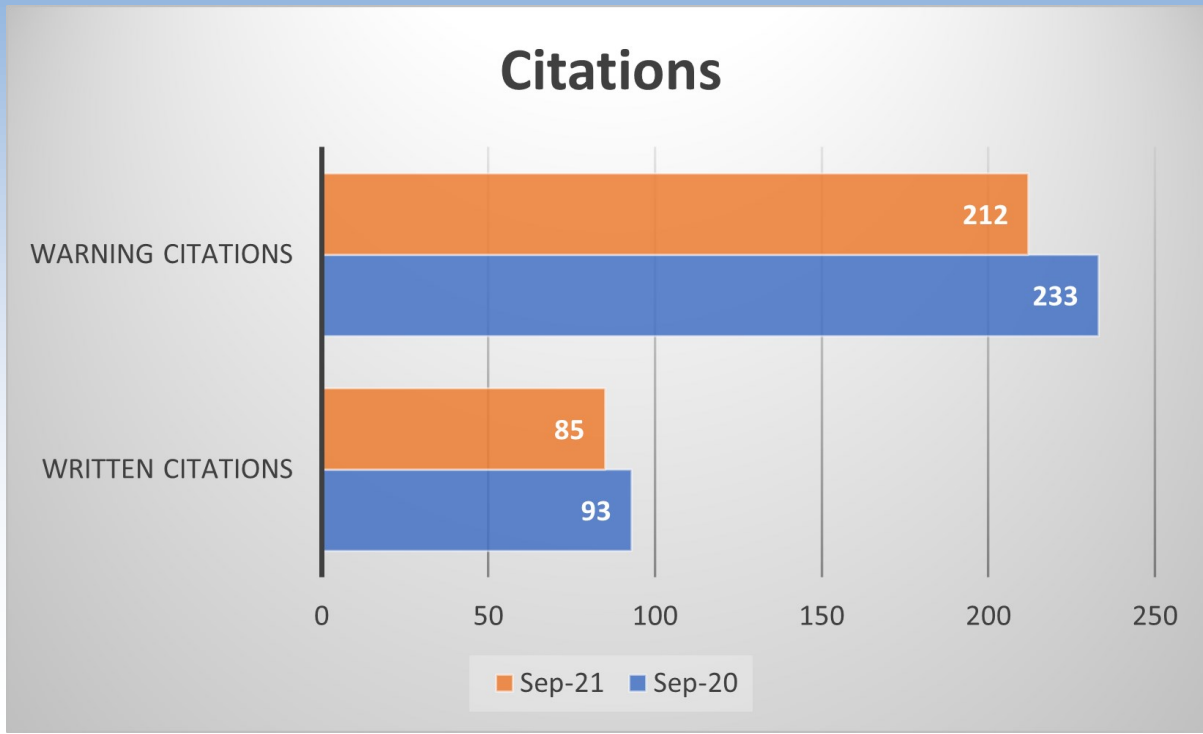
Every September since 2001 has been a somber time for our Country. This year being the 20th anniversary of a day we all remember so vividly, was especially solemn. To mark the occasion your Rhyme Police Department and Rhyme Fire Department hosted a remembrance ceremony to honor all the lives lost that fateful September morning, now so long ago. Your Rhyme Police Officers renewed their commitment to serve not only the citizens and community of Rhyme, but society as a whole. We as Police Officers remember and honor the sacrifices of those that came before and strive to emulate the example they provide.



Monthly Statistics



Monthly Statistics



Narcotics Seized

Cocaine - 3.13 Grams

Pills - 4.34 Grams

Future Plans / Projects

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

- The planning for our National Night Out is moving forward. We have received a total of \$3325 in donations. We believe this will be our best NNO to date.
- We completed a vehicle auction this month clearing out much needed space in our back lot. Another is in the works for the remaining vehicles and for some other out-of-date equipment that is no longer in service.
- 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



To: Cynthia Northrop-City Administrator

From: Sean Densmore- Director of Public Works

Date: October 7, 2021

Re: September Monthly Report

Reporting:

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

Equipment Issues:

Maintenance:

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

Water:

- 1) Line locates for boring contractor
- 2) Well site maintenance
- 3) Water service leak- 1121 Mount
- 4) Well #4- Electrical issues, replaced fuse
- 5) Water leak- Ellis and 287 service rd

Wastewater

East Plant; Flow- .866 million Gallons Total, **Average** 39.364-GPD, **Rain-** 0 inches, **Temperature-** 63 degrees F to 86 degrees F, **average Cl2 residual-** 2.47 mg/l, Violations for BOD mg/l, TSS mg/l, neither violation over 40% threshold.

West Plant; Flow- .856 Million Gallons Total, **Average-** 38.927 GPD, **Rain-0** inches, **Temperature-** 68 degrees F to 88 degrees F, **average Cl2 residual-** 1.36 Mg/L violations for CBOD mg/l, TSS mg/l.

1. WWTP site maintenance
2. Jetted sewer lines for maintenance

Streets/Parks:

- 1) Normal preventative maintenance –trash pickup, mow, applied ant killer
- 2) Family Park/ Veterans park- weed killer
- 3) Family Park- Tree trimming
- 4) Veterans Park- Trimmed shrubs and pulled weed in flower bed area
- 5) Pot hole patching
- 6) Mow By well entrance
- 7) By well- Phase I -County has completed their project
- 8) By-Well Phase II- Contractor has completed the required repairs. Project is completed.
- 9) Iron Horse Ct- Construction is completed
- 10) Installed new stops signs and poles at Virginia and E. 2nd St.
- 11) Install new lights in Family Park Restrooms

Building Maintenance:

- 1) Community center- Clean out the kitchen storage room.
- 2) Community center, FD and PW building- Contractor will start making repairs to the roof based on TML inspection for storm damage.

Construction:

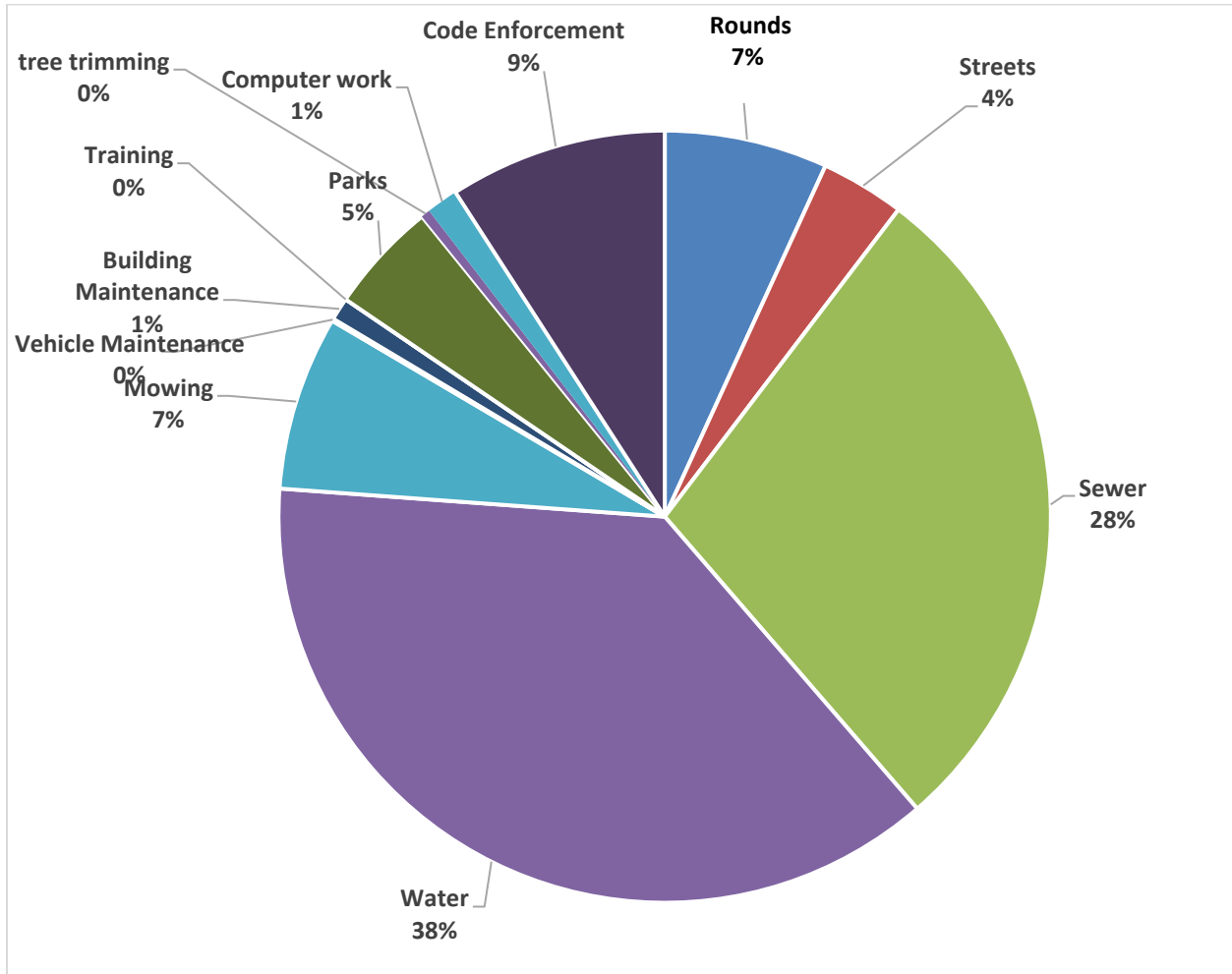
- 1) East WWTP Equalization Basin project- Project is currently 85% complete.

Engineering:

Administration:

- 1) Daily water production reporting
- 2) Daily chlorine reporting

- 3) Daily wastewater production reporting
- 4) Daily wastewater chlorine reporting
- 5) Daily employee production reporting



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

Sean Densmore

Public Works Director



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

RhOME, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | cityhall@cityofrhome.com

MINUTES OF THE RHOME PARKS & RECREATION BOARD

Meeting Date: Thursday, September 2, 2021

Workshop 6:00pm / Regular Session Meeting Time: 6:30pm

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

LIVE Streaming: You can dial in to listen to the meeting **LIVE** by calling

1-571-317-3122 / Access Code 634-690-733

Workshop Session

Staff trained the Parks & Recreation Board Members on the new AV Sound system.

Regular Session

Call to Order and Establish a Quorum

Chair Dilts called the meeting to order at 6:30 pm and established a quorum.

Public Presentations and Input

The Board is not permitted to take action on or discuss any presentations made to the Board at this time concerning an item not listed on the agenda. The Board will hear comments on specific agenda items during this designated time.

*If you are attending the meeting via **Live Streaming**, you must email Julie Rutherford at cityhall@cityofrhome.com prior to **4:00pm on the day of meeting** to be recognized.*

*If you are attending the meeting **in person**, sign up forms will be available at the meeting to fill out and submit prior to meeting start time.*

No citizen comments

Regular Session – Old Business

A. Discussion and any necessary action regarding the Minutes of August 5, 2021 Parks and Recreation Board Regular Session

Motion made by Board Member Eason, seconded by Board Member Kuhleman, to accept the minutes as presented. Motion carried unanimously.

B. Discussion regarding Parks and Recreation Board FY2021-2022 proposed Budget

Board Members discussed the budget, concerned with FY 2021 – 2022 budget numbers; discussing how the utilities were determined, including water, upcoming bond, grant funding, and reserve funding.

Motion made by Board Member Coffee, seconded by Board Member Kuhleman, to leave the budget as is. Motion carried.

Future Agenda Items

Members discussed future agenda items; no action

Adjourn

Meeting was adjourned at approximately 6:50 pm.

Minutes approved the X day of X 2021.

Kaitlyn Dilts,
Chair

Julie Rutherford,
Administrative Assistant



Agenda Commentary

Meeting Date: October 14, 2021

Department: Planning & Zoning

Contact: Shannon Montgomery, TRMC

Agenda Item: F. Rhome City Council to conduct Public Hearing to hear citizen input regarding a request for a change in zoning of property being legally described as Acres: 0.367, Lot: 4 & PT3, Blk: A, Subd: GRANDVIEW ADDITION, otherwise known as 360 South Main Street, Rhome, Texas. The request is to change the current zoning of Residential to Retail

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

Summary-Background:

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:

Public Hearing Response Forms Received prior to Packet creation.

Recommendation:



501 South Main Street | PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

PUBLIC HEARING NOTIFICATION REPLY

Public Hearing Notice for Property: Legal property described as Acres: 0.367, Lot: 4 & PT3, Blk: A, Subd: GRANDVIEW ADDITION, otherwise known as 360 South Main Street, Rhome, Texas

Type of Request: The request is to change the current zoning of Residential to Retail.

P&Z PH Date: Monday, October 4, 2021 at 6:00pm

City Council PH Date: Thursday, October 14, 2021 at 6:30pm

RECEIVED
09/20/21
8M

PLEASE PRINT LEGIBLY

Property Owner Name:

Haiping WARNER

Property Owner Address:

125 W. Logan St.

Property Owner Telephone:

Property Owner Email:

PLEASE CHECK ONE



I am **IN FAVOR** of the Proposed Request



I am **OPPOSED** to the Proposed Request

COMMENTS

Haiping Warner
Property Owner Signature

09-20-2021
Date



501 South Main Street | PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

PUBLIC HEARING NOTIFICATION REPLY

Public Hearing Notice for Property: Legal property described as Acres: 0.367, Lot: 4 & PT3, Blk: A, Subd: GRANDVIEW ADDITION, otherwise known as 360 South Main Street, Rhome, Texas

Type of Request: The request is to change the current zoning of Residential to Retail.

P&Z PH Date: Monday, October 4, 2021 at 6:00pm

City Council PH Date: Thursday, October 14, 2021 at 6:30pm

RECEIVED
9/21/2021
SM

PLEASE PRINT LEGIBLY

Property Owner Name:

SARITA CHAULAGAIN

Property Owner Address:

360 S MAIN ST,
RHOME TX 76078

Property Owner Telephone:

Property Owner Email:

PLEASE CHECK ONE



I am **IN FAVOR** of the Proposed Request



I am **OPPOSED** to the Proposed Request

COMMENTS

Property Owner Signature

Date

10/21/2021



501 South Main Street | PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

PUBLIC HEARING NOTIFICATION REPLY

Public Hearing Legal property described as Acres: 0.367, Lot: 4 & PT3, Blk: A, Subd: GRANDVIEW
Notice for Property: ADDITION, otherwise known as 360 South Main Street, Rhome, Texas
Type of Request: The request is to change the current zoning of Residential to Retail.
P&Z PH Date Monday, October 4, 2021 at 6:00pm
City Council PH Date: Thursday, October 14, 2021 at 6:30pm

RECEIVED
 9/30/2021
 sm

PLEASE PRINT LEGIBLY

Property Owner Name: Cheyne West Cheyenne LLC (aka CWC LLC)
Property Owner Address: 400 S MAIN ST
Rhome, TX 76078
Property Owner Telephone: 817-638-5361
Property Owner Email: [REDACTED]

PLEASE CHECK ONE

- ☒ I am **IN FAVOR** of the Proposed Request
☐ I am **OPPOSED** to the Proposed Request

COMMENTS

CWC LLC is in favor of proposed request.

[Signature]
 Property Owner Signature

9.28.21
 Date



Agenda Commentary

Meeting Date: October 14, 2021

Department: Administration

Contact: Cynthia Northrop

Agenda Item: G. Discussion and any necessary action on Economic Development and next steps on Business Focus Group

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

Summary-Background:

Council Member Priest has been working with City Administrator on the advancement of economic development in alignment with the Comprehensive Development Plan. Last year, both Priest and City Administrator reached out to various business owners in Rhome discussing Economic Development, Comprehensive Development Plan and the City's desire to reach out and engage Rhome's business owners, their perspective and feedback economic development issues.

This item was on a recent Council Meeting for clarification of acceptable goals, focus and clarity. City Administrator discussed the City's Comprehensive Development Plan and its emphasis on Economic Development; she further clarified that it was envisioned that a focus group would discuss how the city could help local business owners and get feedback from business owners on their perspective. The city would need to be careful with quorums. CM Priest and CM McCabe expressed interest in serving as liaisons for the Business Focus Group.

The next step would be to pursue hosting Business Focus Group(s) in an effort engage, gain feedback and identify strategic planning steps to promote economic development. Dependent upon business owner feedback this could include goals and strategies such as the creation of a southern Wise County Chamber, unified development code for Old Town Rhome, Main Street or downtown district, grants, incentives, etc.

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: No

Recommendation:

Several Council Members have expressed interest in helping facilitate these efforts. Designate two Council Members to facilitate the Business Focus Group(s).



Agenda Commentary

Meeting Date: October 14, 2021

Department: Planning & Zoning

Contact: Cynthia Northrop

Agenda Item: H. Discussion and any necessary action considering a request for a change in zoning of property being legally described as Acres: 0.367, Lot: 4 & PT3, Blk: A, Subd: GRANDVIEW ADDITION, otherwise known as 360 South Main Street, Rhome, Texas. The request is to change the current zoning of Residential to Retail.

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

Summary-Background:

The applicant has submitted a request to change the zoning of property legally described as Acres: 0.367, Lot: 4 & PT3, Blk: A, Subd: GRANDVIEW ADDITION, otherwise known as 360 South Main Street, Rhome, Texas.

Currently, all of the property that fronts Main Street from just north of BC Rhome to Aurora Street on the East side and to Holly Parkway on the West side is zoned Retail, except for five (5) parcels between Russell and Logan.

The City of Rhome's Future Land Use Plan (shown in our Comprehensive Development Plan), shows it all to be Retail, including the current five (5) parcels currently zoned Residential.

Property Owners within 200 ft of the property being requested for zoning change were notified of the Public Hearing.

As a reminder, according to our Zoning Ordinance, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

1. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole.
2. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings.
3. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances that may make a substantial part of such vacant land unavailable for development.
4. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.
5. How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved.
6. Any other factors which will substantially affect the health, safety, morals, or general welfare.

Funding Expected:	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted Item:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
GL Account:	<input type="text"/> Amount: <input type="text"/>		
Legal Review Required:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Date Completed: <input type="text"/>
Engineering Review:	<input type="checkbox"/> FD Review:	<input type="checkbox"/> PD Review:	<input type="checkbox"/> PW Review: <input type="text"/>

Supporting Documents Attached:

Zoning Application and Zoning Notification packet.

Recommendation:

P&Z recommended approval of the zoning change request along with a recommendation for the City to pursue the re-zoning of all remaining properties in the block from Single Family to Retail.



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

Application for a Zoning District Change

(Please print all responses)

PART 1. Applicant Information

Name of Applicant/Agent: SARITA CHAULAGAIN
Street Address of Applicant: 3832 Shiver Road, Keller Texas 76244
City / State / Zip of Applicant: _____ Telephone: _____ Fax Number of Applicant: _____

PART 2. Property Owner Information

Name of Property Owner: SARITA CHAULAGAIN
Street Address of Property Owner: 3832 Shiver Road, Keller Texas 76244
City / State / Zip of Property Owner: _____ Telephone Number of Property Owner: _____ Fax Number of Property Owner: _____

Legal description of property where zoning district change is being requested:

LOT 48 S. 1/2 OF LOT 3, BLOCK A, Grandview Add'n Rhome, TX 76078

Street address at location where zoning district change is being requested:

360 S Main Street, Rhome, Texas 76078

PART 3. Description of Request

Current Zoning: Residential Proposed Zoning: Retail Proposed use of property: Retail Store
Reason for change: To open a Retail Store

Survey or map attached as required by this form: ☐ Yes ☐ No

The following is to be completed only if a person other than the owner is making this application and must be notarized.

I, _____, owner of the previously described property, do hereby certify that I have given my permission to _____, to make this zoning application and to change the zoning to _____.

I hereby certify that the above information is correct to the best of my knowledge:

Date: _____ Your Name (printed) _____ Signature _____

Notarized by: _____

STAMP

\$ 750.00

PART 4: Office Use Only

P & Z Public Hearing Date: _____ Taxes Paid? ☐ Yes ☐ No Case Number: _____
City Council Hearing Date: _____ Liens Paid? ☐ Yes ☐ No Fee \$ _____
Zoning District Change Approved: _____ Assessments Paid? ☐ Yes ☐ No Plus \$ 25.00 Per acre _____
☐ Yes ☐ No Ord. No. _____ Total Fee _____
Stipulations: _____ This application will not be scheduled for public hearing until the application fee is received.

WISE COUNTY APPRAISAL DISTRICT (2021)

Property ID : R000039073

Geo ID : S0990.0004.00

Ownership

CHAULAGAIN SARITA
3832 SHIVER ROAD
FORT WORTH, TX 76244

Exemptions/Deed

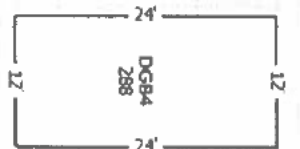
INST: 202016285
DATE: 11/23/2020

Legal Information

LEGAL: SUBD: GRANDVIEW ADDITION, BLK: A, LOT: 4 & PT3
STTUS: 360 S MAIN STREET
ACRES: 0.367
ALT: R94806

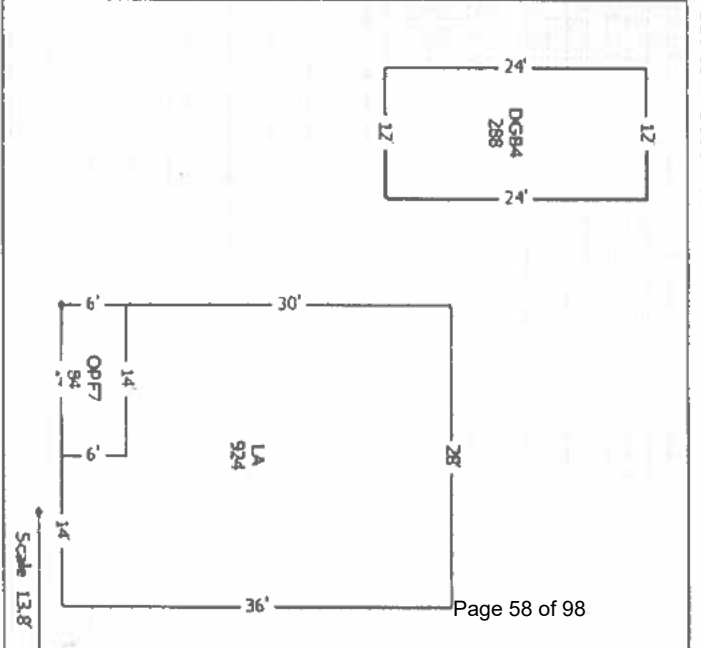
NOT CERTIFIED

Appraisal Coding
Appr By TERESA
Check By TERESA
Appr Dt 12/08/20
Check Dt 03/23/15



Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/23/20				202016285	11/23/20	++++++	94,910	CHAULAGAIN SARITA	DICKEY TONY & DORRIS
3/10/94		535	552		3/10/94	++++++	35,930		
3/10/94		535	552	194623	3/10/94	++++++	60,260	DICKEY TONY & DORRIS	MATHIS PAM & ROBERT

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0	RHOM	RHOM	



Building Code	Hs Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depreciation %	Condition	%	Ftn%	Ec%	Cp%	Loc%	Net Adj%	Value	Feature Code	Cpsf / Val
LA-LIVING AREA	0/1984	RSF07	924	81.77	75,555			-22%	0%	0%	0%	100%	0%	-22.0%	56,333	3H HIP ROOF	
OPF7-OPEN PORCH	0/1984	RSF07	84	22.60	1,898			-22%	0%	0%	0%	100%	0%	-22.0%	1,480	5P-PIER & BEAM	
DGB4-DET GAR B4		RSF07	288	31.84	9,170			-80%	0%	0%	0%	100%	0%	-80.0%	1,834	4W-WOOD FRAME	
* EXTRA FEATURES					2643										2062	UA-ALL UTIL AVA	
			1,296		86,623										64,309	1.0-1 BATH	
																6A-AC CONVERSIO	

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Ptd	Prod Code	Prod Use	Yr Grant	Units	Cpu Spd	Val
ORH	15,990.00 SF/0.367 AC	2.0		2.00		0%			31,980							
									31,980							

**NOTES: RENTS FOR \$550 PER MONTH

Comments

Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frtz Yr	Ext. Tax Levy	Nbth Coding	Misc Coding
WIS WISE COUNTY	0	96,290	.3075000		296.09	OVL	
SNW NORTHWEST ISD	0	96,290	1.4663000		1,411.90	IMP	
CRH CITY OF RHOME	0	96,290	4.776940		459.97	FM27	
LTR WISE FM FLOOD-LATERA	0	96,290	0.425000		40.92	DLC	
WCM WISE CO BRANCH MAINTENANCE	0	96,290	0.0440000		42.37	MULTI	
WT1 WCID #1	0	96,290	.0089810		8.65		
** ESTIMATED TOTAL					2,259.90		

Zoning District Change Submittal Requirements

The following materials must be submitted at the time an application is made for a zoning district change. The application packet will be considered incomplete until all of the following items are submitted.

Item

Submitted

1. Completed Application for a Zoning District Change

☐

The application for a Zoning District Change is furnished on the first page of this form. All necessary documents shall be submitted to the Zoning Administrator not less than twenty (30) days prior to the regular meeting of the Planning and Zoning Commission.

2. Filing Fee

☐

The current filing fee for a Zoning District change is \$750 (1-10 acres) or \$1500 (10+ acres) plus \$25.00 per acre.

3. Property Map

☐

The applicant shall submit six (6) copies of a map of the property, to scale, indicating the proposed area of the Zoning District change request as well as a digital copy submitted to cityadministrator@cityofrhhome.com

4. Legal Description of Property

☐

The applicant shall submit six (6) copies of the legal description for the area of the Zoning District change request as well as a digital copy to same email address above.

Additional Note:

The developer/property owner shall place at least one sign on the property to be rezoned. The sign shall be furnished by the applicant. Such sign shall, if possible, be located adjacent to a public street. Such sign shall be erected on or before the first date of the first notice to property owners required by law. The applicant will remove the sign immediately after final action by the City Council, or upon withdrawal of the request of the applicant, whichever comes first. The sign shall state the property posted is under consideration by the City for a zoning change and shall contain the City's telephone number and office to contact for specific information about hearing dates regarding the requested zoning action. The continued maintenance of the sign shall not be deemed a condition necessary to the granting of any zoning change or the holding of any public hearing.

Wise County

APPRAISAL DISTRICT

[Home](#) [Return to Search](#)  [Print](#)
Property Year 2021 [Map/Gis](#)

Information Updated 9/3/2021

Property ID: R000039073 Geo ID: S0990.0004.00

Property Details

Ownership

CHAULAGAIN SARITA

3832 SHIVER ROAD
FORT WORTH, TX 76244

Ownership Interest: 1.0000000

RHOME

Available Actions

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 0.367, Lot: 4 & PT3, Blk: A, Subd: GRANDVIEW ADDITION

Situs: MAIN 360 S

Property Valuation History

Values by Year		2021	2020	2019	2018	2017	n/a
Improvements	+	\$64,310	\$62,640	\$40,780	\$39,890	\$31,110	\$0
Land	+	\$31,980	\$31,980	\$31,980	\$31,980	\$31,980	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$96,290	\$94,620	\$72,760	\$71,870	\$63,090	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$96,290	\$94,620	\$72,760	\$71,870	\$63,090	\$0

Improvement / Buildings Improvement Value: \$64,310

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
101	LA	LIVING AREA		924	128
102	OPF7	OPEN PORCH		84	40
103	DGB4	DET GAR B4		288	72

Land Details Market Value: \$31,980 Production Market Value: \$0 Production Value: \$0

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prod. Value
ORH	0.367	15,990	82	82	195	31,980	0

Deed History

Sold By	Volume	Page	Deed Date	Instrument
DICKEY TONY & DORRIS			11/23/2020	202016285
MATHIS PAM & ROBERT	535	552	3/10/1994	194623
n/a	535	552	3/10/1994	
n/a	516	702	10/27/1993	
n/a			1/1/1901	

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
CRH	CITY OF RHOME	96,290	\$0.477694	0.00477694	\$459.97
LTR	WISE FM FLOOD-LATERA	96,290	\$0.0425	0.000425	\$40.92
SNW	NORTHWEST ISD	96,290	\$1.3363	0.013363	\$1,286.72
WCM	WISE CO BRANCH MAINTENANCE	96,290	\$0.044	0.00044	\$42.37
WIS	WISE COUNTY	96,290	\$0.3075	0.003075	\$296.09
WT1	WCID #1	96,290	\$0.008981	0.00008981	\$8.65
Total Estimation			\$2.216975	0.02216975	\$2,134.72

The above property tax estimation is not a tax bill. Do not pay.

Southwest Data Solutions provides this information "as is" without warranty of any kind.

Southwest Data Solutions is not responsible for any errors or omissions.



501 South Main Street | PO Box 228

Rhyme, Texas 76078

Telephone: 817-636-2462

www.cityofrhyme.com | citysecretary@cityofrhyme.com

September 16, 2021

PROPERTY OWNER
STREET ADDRESS
CITY, STATE & ZIP

RE: Public Hearings for Rezoning Request

Dear PROPERTY OWNER;

The City of Rhyme Planning and Zoning Commission will hold a Public Hearing on Monday, October 4, 2021 at 6:00pm for the purpose of hearing comments regarding a request to change the zoning of property being legally described as Acres: 0.367, Lot: 4 & PT3, Blk: A, Subd: GRANDVIEW ADDITION, otherwise known as 360 South Main Street, Rhyme, Texas. The request is to change the current zoning of Residential to Retail.

In addition, the City of Rhyme City Council will hold a Public Hearing on Thursday, October 14, 2021 at 6:30pm on the same matter.

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

Written testimony will also be accepted, addressed to City Secretary Shannon Montgomery, City of Rhyme, PO Box 228, Rhyme, Texas 76087 or by email to citysecretary@cityofrhyme.com. If you have any questions, please contact City Administrator Cynthia Northrop at 817-636-2462 or by email to cityadministrator@cityofrhyme.com.

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.cityofrhyme.com/calendar.html>.

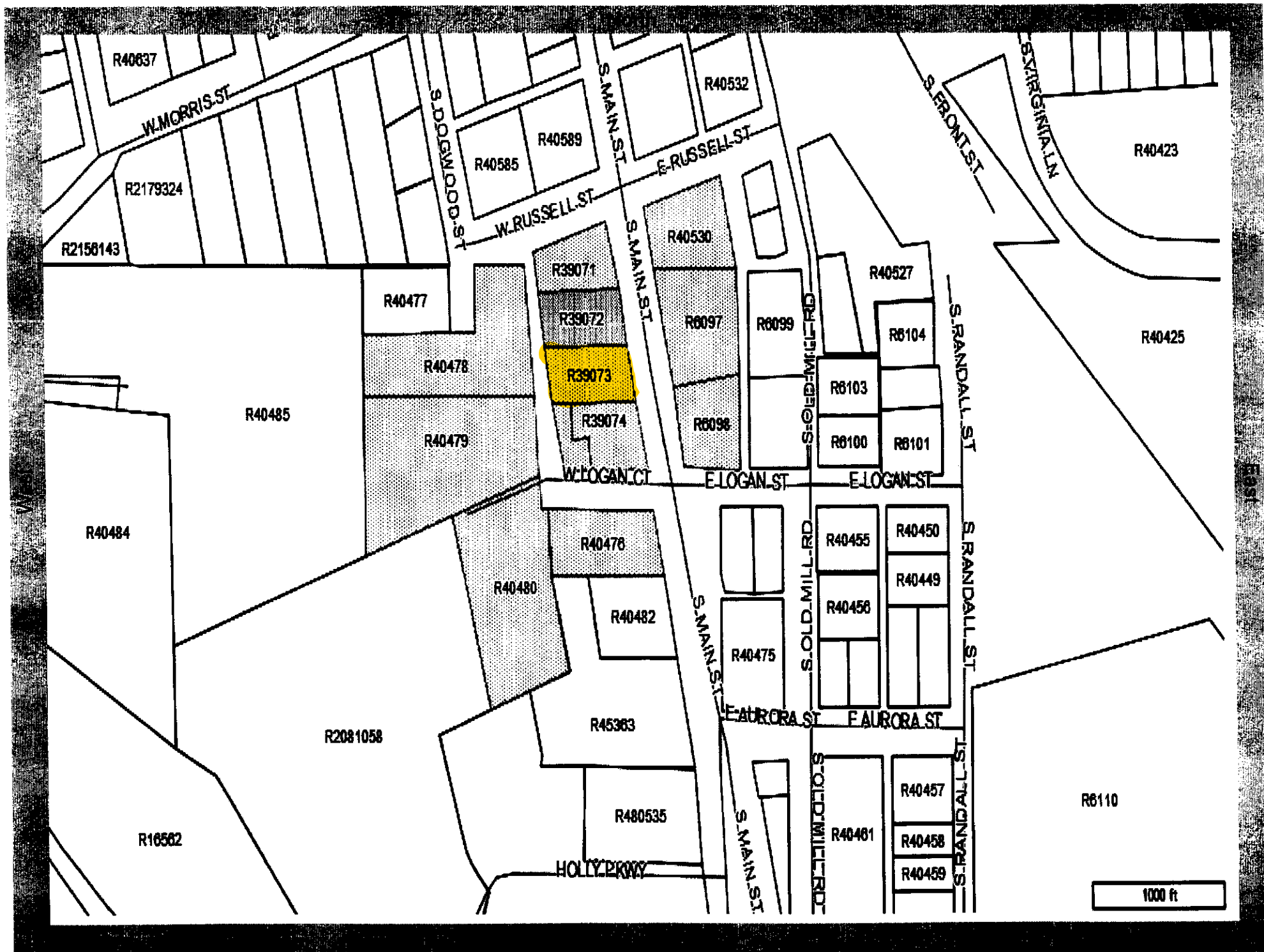
The agendas will have call in information for LIVE streaming. If you prefer, you may return the enclosed Notification Reply Form in person to City Hall, 501 South Main Street, Rhyme, Texas, by mail to PO Box 228, Rhyme, Texas 76078, or by email to City Secretary Shannon Montgomery at citysecretary@cityofrhyme.com.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

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

Sincerely,

Shannon Montgomery, TRMC
City Secretary

Enclosures





501 South Main Street | PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

PUBLIC HEARING NOTIFICATION REPLY

Public Hearing Notice for Property: Legal property described as Acres: 0.367, Lot: 4 & PT3, Blk: A, Subd: GRANDVIEW ADDITION, otherwise known as 360 South Main Street, Rhome, Texas

Type of Request: The request is to change the current zoning of Residential to Retail.

P&Z PH Date Monday, October 4, 2021 at 6:00pm

City Council PH Date: Thursday, October 14, 2021 at 6:30pm

PLEASE PRINT LEGIBLY

Property Owner Name:

Property Owner Address:

Property Owner Telephone:

Property Owner Email:

PLEASE CHECK ONE

☐

I am **IN FAVOR** of the Proposed Request

☐

I am **OPPOSED** to the Proposed Request

COMMENTS

Property Owner Signature

Date

**CITY OF RHOME, TEXAS
ORDINANCE NO. 2021-20**

AN ORDINANCE AMENDING THE ZONING CODE OF RHOME, CHANGING THE ZONING OF A CERTAIN PROPERTY, SPECIFICALLY ACRES: 0.367, Lot: 4 & PT3, Blk: A, SUBD: GRANDVIEW ADDITION ALSO KNOW AS 360 SOUTH MAIN STREET, RHOME, TEXAS, CURRENTLY ZONED AS RESIDENTIAL TO RETAIL; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance and map regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and providing for a method to amend said ordinance and map for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, a change in the zoning of the properties listed below was requested by persons or entities having a proprietary interest in those properties; and

WHEREAS, a public hearing was held at a meeting of the Planning and Zoning Commission on October 4, 2021, and the City Council on October 14, 2021, with respect to the proposed use changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with the comprehensive zoning ordinance and chapter 211 of the Local Government Code; and

WHEREAS, the City Council does hereby deem it advisable and in the public interest to amend The Comprehensive Zoning Ordinance, as amended, as described herein; and

WHEREAS, the proposed change is consistent with the City's current comprehensive land use plan; current and future.

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

SECTION 1
PROPERTY RE-ZONED

THAT, The Zoning Code of Rhome, as amended, is hereby amended by rezoning the following property:

Acres: 0.367, Lot: 4 & PT3, Blk: A, Subd: GRANDVIEW ADDITION ALSO KNOW AS
360 SOUTH MAIN STREET, RHOME, TEXAS

to Retail.

SECTION 2
ACCORDANCE WITH COMPREHENSIVE PLAN AND PURPOSES OF ZONING

The City Council finds that the changes to the zoning districts, boundaries, regulations and uses as herein established have been made in accordance with the City's zoning code and comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community. They have been designed to efficiently plan, control and organize development, lessen congestion in the streets, secure safety from fire, panic, flood and other dangers, provide adequate light and air, prevent overcrowding of land, avoid undue concentration of population, and facilitate the adequate provision of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 3
DIRECTION TO AMEND THE OFFICIAL ZONING MAP

The City Administrator is hereby directed to amend the official zoning map to reflect the changes in uses approved herein.

SECTION 4
PROPERTY SUBJECT TO ZONING ORDINANCE

The use of the properties hereinabove described shall be subject to all the applicable regulations contained in the Zoning Code of Rhome and all other applicable and pertinent ordinances of the City of Rhome, Texas, for the zoning district into which they have been assigned.

SECTION 5
ORDINANCE CUMULATIVE

This Ordinance shall be cumulative of all other ordinances of the City of Rhome affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance in which case the provisions of this ordinance shall control.

SECTION 6
PENALTY

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance may be subjected to such civil penalties as authorized by law.

SECTION 7
RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS

All rights or remedies of the City are expressly saved as to any and all violations of the Zoning Code of Rhome, as amended, or any other ordinance affecting zoning and land use that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 8
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 9
PUBLICATION**

The City Secretary of the City of Rhome is hereby directed to publish in the official newspaper of the City the caption, penalty clause, and effective date clause of this ordinance as required by law.

**SECTION 10
EFFECTIVE DATE**

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

PASSED AND APPROVED by the City Council of the City of Rhome, Texas, this the 14th day of October 2021.

Jo Ann Wilson,
Mayor

[SEAL]

ATTEST:

APPROVED AS TO FORM:

Shannon Montgomery, TRMC
City Secretary

Carvan E. Adkins,
City Attorney



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

Telephone: 817-636-2462

www.cityofrhode.com | citysecretary@cityofrhode.com

AGENDA ITEM I

CITY OF RHOME, TEXAS

Proclamation

**RENAMING THE RHOME COMMUNITY CENTER TO THE
MARIE MOORE EDUCATIONAL CENTER**

WHEREAS, the City Council of the City of Rhome, Texas wish to express their sincere appreciation to Marie Moore for her invaluable contributions to the City of Rhome; and

WHEREAS, Marie Moore served the local schools with distinction and honor; and

WHEREAS, Marie Moore's contributions to Rhome and its citizens has helped with the creation of the Rhome Volunteer Fire Department; and

WHEREAS, Marie Moore was instrumental in organizing senior activities enhancing the welfare, growth and development of the City of Rhome.

NOW THEREFORE, BE IT PROCLAIMED that the City Council of the City of Rhome, Texas hereby express their heartfelt appreciation to Marie Moore for her contributions and service to the City of Rhome and its citizens by renaming the Rhome Community Center to The Marie Moore Educational Center.

Passed and approved by the City Council of the City of Rhome, Texas, this 14th day of October 2021.

Jo Ann Wilson,
Mayor

[SEAL]

ATTEST:

Shannon Montgomery, TRMC
City Secretary



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhode, Texas 76078

Telephone: 817-636-2462

www.cityofrhode.com | citysecretary@cityofrhode.com

AGENDA ITEM J

CITY OF RHOME, TEXAS
Proclamation
OF RECOGNITION OF
FIRE PREVENTION WEEK
Learn the Sounds of Fire Safety™
OCTOBER 3 - 9, 2021

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

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

WHEREAS, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 339,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, City of Rhome residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

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

WHEREAS, City of Rhome seeks to educate residents to make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, educated City of Rhome residents will be better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, City of Rhome first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2021 Fire Prevention Week™ theme, “Learn the Sounds of Fire Safety™,” effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

NOW THEREFORE, BE IT PROCLAIMED that the City Council of the City of Rhome, Texas hereby proclaim October 3–9, 2021, as Fire Prevention Week throughout this City, and urge all the residents of the City of Rhome to “Learn the Sounds of Fire Safety” for Fire Prevention Week 2021.

PASSED AND APPROVED by the City Council of the City of Rhome, Texas, this 14th day of October 2021.

[SEAL]

Jo Ann Wilson,
Mayor



Agenda Commentary

Meeting Date: October 14, 2021

Department: Administration

Contact: Cynthia Northrop

Agenda Item: K. Discussion and any necessary action regarding a Resolution designating an administration/project delivery service provider to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the US Department of the Treasury, other Federal or State agency and authorizing the City Administrator to negotiate pricing and execute contract

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

Summary-Background:

The American Rescue Plan Act (ARPA) is a federal program that offers \$350 billion to help states, counties, and tribal governments to cover increased expenditures, replenish lost revenue, and mitigate economic harm from COVID – 19. As a city under 50,000 population (Non-Entitlement Units of Local Government/NEU) we will receive the money allocated through Texas Department of Emergency Management (TDEM).

Staff has been gathering information and has attended webinars on the program, requirements and process. The City of Rhome's allocation will be approximately \$457,165. The money will be released in two 'tranches'; 50% in Fall of 2021 and 50% in Fall of 2022. The eligible uses for the funding are fairly broad to meet pandemic response and to rebuild a stronger, more equitable economy, including expenditures that support water, sewer infrastructure, technology and public health support.

The State of Texas applied for the funds August 2, 2021, and the City of Rhome received the first tranche of \$228,582.54 on August 23, 2021.

Staff completed the required online application and submission to TDEM, receiving TDEM confirmation of completed application/submission. City of Rhome will follow federal guidelines and requirements for NEU's on reporting annually over the next 4 years, which have recently been updated from submitting the first report October 31, 2021 and annually thereafter to submitting the first report April 30, 2022 and annually thereafter.

Due to limited staff time, I am asking for grant consultant support in completing the federally required reporting for the ARPA funding. As background, reference information, ICMA recently conducted a survey of cities on ARPA Funding; 43% of the respondents are taking advantage of the ARPA Funds to hire staff to complete the administration of the ARPA funding and 23% of respondents are hiring outside consultants to assist with the grant management. Dependent upon the pay schedule and negotiated pricing, staff would come back with a recommendation on the re-allocation of funds to cover the grant administration costs.

Similar to the recent RFP for grant consultant support on the TX Community Development Block Grant, the RFP was sent out to five vendors, published in the newspaper and listed on our website. We received one proposal. The Committee Members (Mayor, Mayor Pro-Tem and City Secretary) have individually completed the evaluation, review and scoring, included in the packet. If Council awards the

RFP, the pricing will be then be negotiated with the selected vendor. Administrative fees are an eligible use of the ARPA Funds.

As a reminder, Council action to allocate the funding to projects meeting the program's eligible uses:

Department	Eligible Uses	Amount
First Tranche expenditures – 2021/2022		
Admin	Data Analysis & Technology Infrastructure – STW/Open Gov	\$ 140,000
Admin	Technology Infrastructure – AV Community Center	\$ 10,000
Police	Data Analysis & Tech Infrastructure – Watchguard components and cameras	\$ 16,505
Police	Premium pay for essential workers – overtime	\$ 22,495
Fire	Data Analysis & Tech Infrastructure – radios and pagers	\$ 39,000
Second Tranche expenditures – 2022 - 2024		
PW	Water/Wastewater Projects in alignment with W/WW Master Plans	\$228,000

Funding Expected: ☐ Revenue ☐ Expenditure ☐ N/A
Budgeted Item: ☐ Yes ☐ No ☐ N/A
GL Account: _____ **Amount:** _____
Legal Review Required: ☐ Yes ☐ No **Date Completed:** _____
Engineering Review: ☐ **FD Review:** ☐ **PD Review:** ☐ **PW Review:** ☐

Supporting Documents Attached:

Yes

Recommendation:

Determine the award of the RFP, authorizing City Administrator to negotiate and execute the contract

**ARP Act
Administrative Services Rating Summary**

		GRANTWORKS, INC.		
		Mayor Wilson	Mayor Pro Tem McCabe	City Secretary Montgomery
<u>Max Points</u>				
<u>Experience of the Proposing Firm</u>				
Related Firm Experience / Background with federally funded projects	10	10	10	10
Related Firm Experience / Background with specific services:				
a. Administrative, construction management	5	5	5	5
b. Administrative, non-construction management	5	5	5	5
c. Procurement of other services & construction	5	5	5	5
d. Financial Duties	5	5	5	5
Subtotal, Experience	30	30	30	30

<u>Prior Work Performance References</u>				
Related Work Performance	10	10	10	10
References Provided for prior work	10	10	10	9
Subtotal, Work Performance	20	20	20	19

<u>Capacity to Perform</u>				
Demonstrated understanding of scope of the ARP Act Projects(s), as appropriate	5	5	5	5
Qualifications / Experience of Proposed Staff				
a. Resumes appropriate to services required	5	5	5	5
b. Organizational Chart	5	5	5	5
Approach / Strategy to implement services / projects	5	5	5	5
Current and Projected Workloads	5	5	5	5
Financial Capacity	5	5	5	5
Subtotal, Capacity to Perform	15	30	30	30

<u>Proposed Cost</u>				
<u>Method to Evaluate Proposed Cost</u>				
"A" = The lowest priced proposal of all qualified respondents				
"B" = Respondents Proposed Price				
Use values A and B above, in the equation (A/B) X 20	20	20	20	20

<u>Total Score</u>				
Experience	30	30	30	30
Prior Work Performance / Reference	20	20	20	19
Capacity to Perform	30	30	30	30
Proposed Cost	20	20	20	20
Total Score	100	100	100	99

<u>AVERAGE SCORE RANKINGS:</u>	
Grantworks, Inc	99.667

**CITY OF RHOME, TEXAS
RESOLUTION NO. 2021-11**

**A RESOLUTION OF THE CITY OF RHOME, TEXAS, AUTHORIZING PROFESSIONAL
SERVICE PROVIDER(S) SELECTION FOR AMERICAN RESCUE PLAN ACT (ARP ACT)
PROGRAM(S).**

WHEREAS, participation in American Rescue Plan Act (ARP Act) program(s) requires implementation by professionals experienced in the administration of federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with the federal requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to the ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

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

Section 1. That _____ is selected to provide project-related administration services for ARP Act program(s).

Section 2. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED, APPROVED AND ADOPTED on this 14th day of October 2021.

Jo Ann Wilson,
Mayor

[SEAL]

ATTEST:

APPROVED AS TO FORM:

Shannon Montgomery, TRMC
City Secretary

Carvan E. Adkins,
City Attorney

July 2, 2021

Regarding: American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds (CLFRF)

The Texas Division of Emergency Management (TDEM) is writing to inform you, as a non-entitlement unit, that the state will soon announce the availability of CLFRF.

The CLFRF program is a component of the American Rescue Plan Act of 2021 and provides funding to local governments to broadly respond to the COVID-19 public health emergency. As established by U.S. Treasury Department guidance, the state, through TDEM, will distribute two tranches of payments to eligible non-entitlement units of local government (NEUs), which are local governments typically serving populations of under 50,000. The total funding amounts were determined by formula as directed by federal law and Treasury guidance. The state did not have discretion in determining these funding amounts, the eligibility of the NEUs, or how these funds must be spent.

The state will formally apply for funding on August 2, or when 90 percent of the NEU required information is received.

Immediate Action Needed

Complete the required steps included within the following timeline by August 2, 2021:

[Coronavirus Local Fiscal Recovery Funds Timeline Check-In](#)

The American Rescue Plan Act includes a short timeframe for the distribution of funding to participating NEUs. All NEUs should begin preparing the information necessary to upload their submission packages as soon as possible when the application portal is opened. NEUs that have not uploaded a complete submission package or are nonresponsive may lose access to these funds.

Payment Timelines

As required by Treasury, the state, through TDEM, will distribute the first tranche of funding to NEUs after reviewing and approving the required program documentation provided above by each NEU. Per Treasury requirements, the state, through TDEM, will distribute the second tranche approximately one year later.

Participant Responsibilities

NEUs participating in the program will have direct obligations to the Treasury Department, including reporting and recordkeeping requirements. All costs are subject to audit by the Treasury Office of Inspector General and Government Accountability Office and improperly used funds will be subject to recoupment by Treasury.

Cost Eligibility

NEUs may use these funds for eligible purposes, as follows:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services to the extent of the reduction of revenue of such State, territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or tribal government prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure.

Additional allowable uses can be found in this FAQ document located at <https://tdem.texas.gov/clfrf/>. The Treasury Department will also update their draft rule which determines eligible uses. Please periodically check the TDEM website for updates.

Cost Period of Eligibility

CLFRF funds may be used to cover costs incurred from March 3, 2021, through December 31, 2026. However, participants must obligate all funding by December 31, 2024. Obligate means an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.

Resources

- TDEM will conduct Coronavirus Local Fiscal Recovery Fund introductory briefings for NEUs beginning Wednesday, July 7, 2021. A registration link will be published at the following link on Tuesday, July 6, 2021: <https://tdem.texas.gov/clfrf/>
- NEU allocation amounts along with full program information may be found at the TDEM CLFRF webpage <https://tdem.texas.gov/clfrf/>
- For US Treasury information and guidance please see: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/non-entitlement-units>

If you have any questions, please email crf@tdem.texas.gov

From: [Grants.TDEM.Texas.Gov](https://grants.tdem.texas.gov)
To: [City Administrator](#)
Cc: [Shannon Montgomery](#)
Subject: Request for Assistance Approved
Date: Saturday, July 10, 2021 7:17:14 PM

Dear Cynthia Northrop,

Rhome's request for assistance for award 2021CLFRF - Coronavirus Local Fiscal Recovery Fund (CLFRF) has been approved.

The award will be administered by the Texas Division of Emergency Management (TDEM) in TDEM's Grants Management System (GMS) <https://grants.tdem.texas.gov/>. GMS is TDEM's system for managing all programmatic aspects of your award.

Please complete the actions below to initiate the account activation process to determine Rhome's eligibility to receive funding. No payments can be processed until TDEM has received the required documents and has verified the SAM.gov registration and debarment status.

Action 1: Follow this link <https://grants.tdem.texas.gov/app/#733416> to go to Rhome's Account Activation Summary page in GMS. Here you will select Form on the left menu and complete provide the authorized contacts, then download, complete, sign and upload the required grant/award documents. Note: required document templates are located near the bottom of the Account Activation page. Once all documents are signed and uploaded, advance the workflow to step 2 to complete action 1.

(For detailed step by step instructions: <https://grants.tdem.texas.gov/downloads/public.cfm?file=Job%20Aid%20%2D%20Account%20Activation%20June%202021%2Epdf>)

Action 2: Ensure Rhome has an active registration in the **System for Award Management** (SAM.gov).

- Go to <https://sam.gov/content/home> to verify Rhome has an active registration.
- Work with your finance organization to resolve any SAM.gov registration issues.

Note: Information to check your status, update your status or to register your organization is available on the SAM.gov Help page: <https://sam.gov/content/help>.

Action 2 is complete when Rhome's active SAM.gov registration is available for verification in SAM.gov.

Action 3: Go to the Account Activation Summary page in GMS to review the workflow step Deliverables list. Check the box next to each step deliverable to confirm it has been completed. Once all the Deliverables are completed and marked, Advance the Account Activation in the workflow to complete action 3.

TDEM will then verify the required grant/award forms and documents are completed and signed and the SAM.gov registration is active and has with no exclusions for Rhome to receive federal funding. Upon completion of the Account Activation workflow, federal funds can be obligated to eligible applicants.

Additional Job Aids for using GMS are available on the GMS website Job Aids page.
<https://grants.tdem.texas.gov/site/Job%20Aids.cfm>

Thank you,

Texas Division of Emergency Management

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide] City of Rhome P.O. BOX 228 Rhome, TX 76078	DUNS Number: [Recipient to provide] 189995541 Taxpayer Identification Number: [Recipient to provide] 17513600225 Assistance Listing Number: 21.027
-----------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

CITY OF RHOME
Authorized Representative: Cynthia Northrop
Title: City Administrator
Date signed: 7.12.2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Rhame
Cynthia Northrup

Recipient

7.12.2021

Date


Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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NEU BUDGET / EXPENDITURE CERTIFICATION

I certify that I am an authorized representative of a nonentitlement unit of local government (NEU) and am making this certification in conjunction with the NEU's application to TDEM for Coronavirus Local Fiscal Recovery Funds (CLFRF).

Under CLFRF requirements, a state may not make a payment to an NEU in excess of the amount equal to 75 percent of the most recent budget for the NEU as of January 27, 2020.

NEUs that had no formal budget as of January 27, 2020, may provide a certification from an authorized officer of its most recent annual expenditures as of January 27, 2020.

- ☒ I am providing a certification of my NEU's total budget, defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020.
- ☐ My NEU did not have a formal budget as of January 27, 2020. Therefore, I am certifying my NEU's most recent annual expenditures as of January 27, 2020.

Total budget or expenditure amount: \$ \$3,659,387.⁶⁵

I understand this information is supported by records and information available for audit. I further understand my NEU will be asked to submit the actual budget documents that validate the budget total to the Treasury Department in conjunction with required reporting responsibilities.

Name of NEU: CITY OF RHOME
Authorized Representative: Cynthia Northrop
Title: City Administrator
Date Signed: 7.12.2021



Agenda Commentary

Meeting Date: October 14, 2021

Department: Administration

Contact: Cynthia Northrop

Agenda Item: L. Discussion and any necessary action regarding Wise County Appraisal District 2022 Board of Director Election

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

Summary-Background:

Wise County Appraisal District is beginning the election process for their Board of Directors. The Directors serve two (2) year terms beginning January 1, 2022.

Each voting unit may nominate by resolution adopted by its governing body one candidate for each position to be filled. Therefore, each voting unit may nominate up to five (5) candidates.

The presiding officer of the governing body of the taxing unit shall submit the name(s) of the unit's nominations to the Chief Appraiser before October 15, 2021. Before October 30, 2021 the Chief Appraiser shall prepare a ballot according to the candidate's surname, and shall deliver a copy to the presiding officer of the governing body of each taxing unit that is entitled to vote.

The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser before December 15, 2021. Voting entitlement is determined by Texas Property Tax Code Section 6.03(d). The Chief Appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected and submit the results before December 31, 2021 to each taxing unit in the district and to the candidates. The Chief Appraiser shall resolve a tie vote by any method of chance.

Essentially, Council may submit a candidate who would then be on the ballot. Each taxing unit has a certain number of votes based on the levy and percentage of the levy. Rhome's is 29. However, as you can see from the chart, Decatur ISD has 1087 and Wise County has 1025. The deadline to submit a candidate is October 15, 2021.

Funding Expected: ☐ Revenue ☐ Expenditure ☐ N/A

Budgeted Item: ☐ Yes ☐ No ☐ N/A

GL Account: _____ **Amount:** _____

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

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

Supporting Documents Attached:

Yes

Recommendation:

Determine if Council would like to submit a City of Rhome candidate to Wise CAD to be placed on the ballot by approving the resolution with selected candidate name.

Wise County Appraisal District

400 East Business 380 Decatur, Texas 76234

Phone 940-627-3081 Fax 940-627-5187

Mickey Hand, RPA,RTA,CTA
Chief Appraiser

Deidra Deaton, RPA,RTA
Assistant Chief Appraiser

Board of Directors
Ray Cook Jr. Chair
Bill Lewis
Kyle Erwin
Gere Joiner
Noel Ruddick
Monte Shaw

September 15, 2021

To: Taxing Entities

Subject: 2022 Board of Director Election

It is time for the taxing units in Wise County to submit names for nominations for the Wise County Appraisal District Board of Directors. These Directors will serve two (2) year terms beginning January 1, 2022.

Each voting unit may nominate by resolution adopted by its governing body one candidate for each position to be filled. Therefore, each voting unit may nominate up to five (5) candidates.

The presiding officer of the governing body of the taxing unit shall submit the name(s) of the unit's nominations to the Chief Appraiser before October 15, 2021. Before October 30, 2021 the Chief Appraiser shall prepare a ballot according to the candidate's surname, and shall deliver a copy to the presiding officer of the governing body of each taxing unit that is entitled to vote.

The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser before December 15, 2021. Voting entitlement is determined by Texas Property Tax Code Section 6.03(d). The Chief Appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected and submit the results before December 31, 2021 to each taxing unit in the district and to the candidates. The Chief Appraiser shall resolve a tie vote by any method of chance.

Please see the attached page showing the number of votes for each taxing unit.

As always if you have any questions or comments do not hesitate to call.

Thanks,



Mickey Hand

WISE COUNTY APPRAISAL DISTRICT
2022 Board of Director Election

TAXING UNIT	2020 LEVY	Total % of Levy	2022 VOTES
Alvord ISD (Wise County)	\$4,795,274	3.5531%	178
Azle ISD (Wise County)	\$545,252	0.4040%	20
Boyd ISD	\$8,299,995	6.1499%	307
Bridgeport ISD	\$16,018,619	11.8690%	593
Chico ISD	\$7,996,158	5.9248%	296
Decatur ISD	\$29,352,821	21.7490%	1087
Jacksboro ISD (Wise County)	\$308,846	0.2288%	11
Krum ISD (Wise County)	\$22,504	0.0167%	1
Northwest ISD (Wise County)	\$15,269,409	11.3139%	566
Paradise ISD	\$6,648,717	4.9264%	246
Poolville ISD (Wise County)	\$1,124,788	0.8334%	42
Springtown ISD (Wise County)	\$2,807,081	2.0799%	104
Slidell ISD (Wise County)	\$2,243,209	1.6621%	83
City of Alvord	\$396,808	0.2940%	15
City of Aurora	\$363,551	0.2694%	13
City of Boyd	\$940,726	0.6970%	35
City of Bridgeport	\$2,551,219	1.8903%	95
City of Chico	\$313,726	0.2325%	12
City of Decatur	\$5,019,106	3.7189%	186
City of Ft Worth (Wise County)	\$8,183	0.0061%	0
City of Newark	\$366,525	0.2716%	14
City of Paradise	\$158,905	0.1177%	6
City of Rhome	\$790,141	0.5855%	29
City of Runaway Bay	\$956,287	0.7086%	35
Wise County	\$27,663,958	20.4976%	1025
TOTALS	\$134,961,808	100.0000%	5000

**CITY OF RHOME, TEXAS
RESOLUTION NO. 2021-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RHOME, TEXAS, APPROVING THE
NOMINATION OF CANDIDATES TO BE PLACED ON THE BALLOT FOR THE WISE COUNTY
APPRAISAL DISTRICT BOARD OF DIRECTORS ELECTION**

WHEREAS, terms of service of the five (5) members of the Board of Directors of the Wise Appraisal District are due to expire on December 31, 2021; and,

WHEREAS, the deadline to submit nominations to the Chief Appraiser of the Wise Appraisal District is October 15, 2021; and,

WHEREAS, all eligible nominations submitted to the Chief Appraiser shall be placed on the ballot for the Wise Appraisal District Board of Directors Election; and,

WHEREAS, based on the amount of the 2020 adjusted tax levy imposed by each eligible taxing unit, the Wise Appraisal District has calculated the number of votes allocated to each entity; and,

WHEREAS, the City of Rhome was allocated twenty-nine (29) votes for each of the five (5) positions to be filled:

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

Section 1: The City Council of the City of Rhome, Texas, does hereby nominate the following individual(s) to be placed on the ballot for the election of members to the Board of Directors of the Wise County Appraisal District:

Section 2: A copy of this Resolution should be provided to the Chief Appraiser of the Wise County Appraisal District no later than October 15, 2021.

PASSED AND APPROVED this the 14th day of October 2021, by a vote of _____ ayes, _____ nays, and _____ abstentions, at a regular meeting of the City Council of the City of Rhome, Texas.

Jo Ann Wilson,
Mayor

[SEAL]

ATTEST:

APPROVED AS TO FORM:

Shannon Montgomery, TRMC
City Secretary

Carvan E. Adkins,
City Attorney



Agenda Commentary

Meeting Date: October 14, 2021

Department: Administration/Public Works

Contact: Cynthia Northrop/Sean Densmore

Agenda Item: M. Discussion and Update of the West Wastewater Treatment Plant and upcoming bond

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

Summary-Background:

Three (3) Project Information Facts were submitted to the Texas Water Development Board to compete for low interest rate loans. The three PIFs were developed from the capital projects identified in the Master Water/Wastewater Plans; two PIFs represented the projects identified for the Council authorized upcoming Revenue Bond issuance.

Of the three PIFs that were submitted to the Texas Water Development Board, the Long-Term Water Supply was selected to proceed with the application process. An Intent to Apply has been submitted to TWDB and the application deadline is November 12, 2021. The remaining PIFs related to immediate projects for both water and wastewater were not selected. Staff is working with our financial consultant to pursue other low-interest rate options to complement the revenue bond issuance council authorized, contained in the other two PIFs

Staff is also working with both engineering and financial to finalize construction and design costs for these outstanding and critical projects. The two PIF projects will meet the current and critical needs identified at the West Wastewater Treatment Plant.

Additional funding is being pursued through the Community Development Block Grant for the Water Well #6 project. The city recently replied to questioning for the grant with the help of both Kimley-Horn and Grant Works. Based on discussions with Grant Works and the questions asked funding potential for this project is highly anticipated.

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: None

Recommendation: Discussion only



Agenda Commentary

Meeting Date: Thursday, October 14, 2021

Department: Administration

Contact: Shannon Montgomery, TRMC

Agenda Item: N. Discussion and any necessary action regarding the scheduling of the November 2, 2021 Bond Election Canvassing

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

Summary-Background:

The Canvassing Period for the November 2, 2021 Bond Election is November 5 – November 15, 2021.

Council previously took action to move the November 2021 meeting to Thursday, November 18, 2021 as City Offices are closed on the second Thursday (November 11, 2021) of the month in observance of Veterans Day.

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:

No.

Recommendation:

Staff recommends meeting on Monday, November 15, 2021 to both canvass the election and also hold the monthly meeting. Staff recommends waiting until the last day to canvass to ensure all reports are complete by Wise County.

An alternative would be to canvass on Monday, November 15, 2021 and still meet on Thursday, November 18, 2021.
