



**Agenda**  
**City Council**  
**Council Chambers/City Hall**  
**125 E. South Main, Flatonia, Texas**

**September 8, 2020**  
**City of Flatonia**  
**Regular Meeting**  
**6:00 p.m.**

## **Notice of City Council Meeting**

In accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code, Notice is hereby given that a Regular Meeting of the City Council of the City of Flatonia will be held on **Tuesday, September 8, 2020 beginning at 6:00 p.m.** in the City Hall Council Chambers located at 125 E. South Main St., Flatonia, Texas, for the purpose of considering the following agenda items:

The meeting agenda is posted online at:  
[http://www.flatoniatx.gov/page/Council\\_Agendas\\_Minutes](http://www.flatoniatx.gov/page/Council_Agendas_Minutes)

Members of the public who wish to submit their written questions or comments on a listed agenda item must submit these by sending an email to City Manager Sarah Novo at [manager@ci.flatonia.tx.us](mailto:manager@ci.flatonia.tx.us). Questions or comments must be received no later than 12:00 noon on Tuesday, September 8, 2020.

### **Opening Agenda**

Call to Order  
Invocation & Pledge  
Citizens' Participation

### **Reports**

*Police Department Activity Report August 2020*  
*Utility Department Activity Report August 2020*

### **Public Hearing**

PH9.1-2020.1 City of Flatonia's FY 2021 budget, which includes the general fund, the interest and sinking fund, the utility fund and the Flatonia Economic Development Corporation fund.

### **Consent Agenda**

Minutes of the August 25, 2020 Special Council Meeting.

## **Deliberation Agenda**

- 9.1- 2020.1 Consider and take appropriate action on an amended order of election for municipalities.
- 9.1-2020.2 Consider and take appropriate action on appointing City Manager Sarah Novo as the City of Flatonia's representative on the General Assembly for the Capital Area Council of Governments.
- 9.1-2020.3 Consider and take appropriate action on whether or not to raise the working cap of Hotel-Motel Occupancy Taxes collected by the City of Flatonia and to be available for distribution to qualifying entities from \$70,000 to \$75,000.
- 9.1-2020.4 Consider and take appropriate action on a one-year Contract for Services for Promotion and Tourism between the City of Flatonia and the Chamber of Commerce through allocation of Hotel Occupancy Funds
- 9.1-2020.5 Consider and take appropriate action on a one-year Contract for Services for Promotion and Tourism between the City of Flatonia and the E.A. Arnim Museum through allocation of Hotel Occupancy Funds
- 9.1-2020.6 Consider and take appropriate action on a one-year Contract for Services for Promotion and Tourism between the City of Flatonia and Flatonia Special Projects through allocation of Hotel Occupancy Funds.
- 9.1-2020.7 Consider and take appropriate action on a Resolution of the City of Flatonia defining park names as recommended by the Parks Commission.

## **Adjournment**

I, the undersigned authority hereby certify that the Notice of Meeting was posted on the bulletin board outside the front door of the City Hall of the City of Flatonia, Texas, a place convenient and **readily accessible to the general public at all times** and said Notice was posted on the following date and time **September 4, 2020** by **6:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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Sarah Novo, City Manager, City of Flatonia

**NOTICE OF ASSISTANCE  
AT THE PUBLIC MEETING**

The Flatonia City Hall is wheelchair accessible. Access to the building is available at the primary entrance facing Main Street. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print are requested to contact the City Manager's Office at 361-865-3548 or by FAX 361-865-2817 at least two working days prior to the meeting so that appropriate arrangements can be made.

**EXECUTIVE SESSION STATEMENT**

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551.071 (Consultations with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations Regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits), 551.086 (Certain Public Power Utilities: Competitive Matters) and 551.087 (Deliberation Regarding Economic Development Negotiations).



# FLATONIA POLICE DEPARTMENT

205 E. South Main St. Flatonia, TX 78941 Office: 361-865-3337 Fax: 361-865-3039

## August Monthly Report

### Calls for Service:

There were 173 calls for service for this month.

### Offense / Incident Report Activity:

08/01/2020 Officer Llanes and Officer George were dispatched to the 200 block of West South Main St. in reference to a man that was asleep on the sidewalk. Officers were able to wake the man and after speaking to him they established that he was just tired and wanted to go home. His family was contacted, they picked him up, and took him home.

08/03/2020 Officer Kucera received a complaint about a vehicle occupied by a male driver that had been seen driving recklessly through some of the neighborhoods in Flatonia. The vehicle and driver were identified, and Flatonia Police contacted them about the complaints and the issue was resolved.

08/04/2020 Officer Stansberry was dispatched to an unknown disturbance off East Old Spanish Trail. Officer Stansberry and Chief Dick contacted the people in the home and were able to establish that it was a verbal disturbance. The parties were separated and there were no further incidents for the rest of the night.

08/04/2020 Officer Kucera and Sergeant Pritchard were dispatched to a call at a local convenience store in reference to a subject that had been at the store most of the day that had begun to cause a disturbance. Contact was made with the subject and after identifying her and the vehicle she was in, it was determined that she was in possession of stolen property. The subject was placed under arrest and transported to the Fayette County Jail.

08/06/2020 Officers Llanes and George were dispatched to an assault that occurred at the 300 block of E. Frontage. Upon arrival, contact was made with the parties involved and it was determined that an assault had occurred. The suspect was placed under arrest and transported to the Fayette County Jail and relinquished to jail staff for booking purposes.

08/11/2020 Flatonia Officers assisted Fayette County Sheriff's Office deputies with traffic control as they handled a call involving a tractor-trailer combination that was engulfed in flames. Flatonia Fire and Schulenburg Fire both responded to the location and extinguished the fire.

08/16/2020 Officer Llanes was dispatched to a suspected gas drive-off that occurred at the 500 block of East North Main St. Upon further investigation, the suspect was located. Contact was made, and it was

determined that they had a problem with their bank. The subject returned to the location and paid the money owed for the gas.

08/16/2020 Officer George assisted Fayette County EMS at a call on Highway 90. Officer George provided traffic control and once the patient, who was on foot, refused treatment, he was offered a courtesy ride to his residence.

08/20/2020 Chief Dick, noted that Fayette County Sheriff's Office Dispatch notified Fayette County EMS Medic 3 of a fall victim with a head laceration at the 600 block of South Hudson Street, in Flatonia. Medic 3 advised Dispatch that they were in La Grange and asked if another EMS unit was south. At this time, a different EMS unit which was closer to Flatonia was dispatched instead. Chief realized that EMS was responding from a longer distance, therefore he responded to the scene to provide care until EMS arrived. The patient was transported to the hospital and her husband went by personally owned vehicle, and Chief returned to normal duties.

08/27/2020 Flatonia Officers were advised that a lady suffering from Alzheimer's had walked away from her home and could not be found. Several officers dispersed and began searching for her. After about thirty minutes the lady was located, her family was contacted, and she was promptly picked up.

08/31/2020 The School Resource Officer reported that there was an unplanned fire alarm going off at the Flatonia Independent School District Campus. Sergeant A. Pritchard responded to the school and patrolled the area, making sure students were evacuated safely while the School Resource Officer made sure no one was left in the building. Fortunately, there was no real threat, students and staff returned to their normal duties.

08/31/2020 Chief Lee Dick, heard Fayette County Sheriff's Office Dispatch notify the Flatonia Fire Department of a grass fire on Interstate-10 (I-10) on the westbound side at the 662-mile marker. He responded to assist with traffic control and located several stopped vehicles on I-10. A vehicle pulling a trailer and travelling westbound had experienced a failure of the right trailer wheel assembly, causing the wheel to sheer away from the trailer. The loss of the wheel caused the axle to drag on the asphalt roadway, creating sparks, and resulted in a small grass fire that had since been extinguished by the trailer owner and other motorists. Chief notified the Flatonia Fire Department of the correct location and that the fire was no longer burning. He then assisted the motorist with getting the trailer to a safe location until the owner could return later that evening and pick up the trailer and the contents loaded on it.

#### **Code Enforcement**

- **Officers addressed complaints received in reference to some trash/debris that was accumulating at some local businesses.**
- **Officers addressed concerns regarding safety measures for above ground swimming pools located within the city limits.**
- **Following complaints about illegal signs being posted on utility poles in the right of way, our officers have been removing and disposing of the signs and are going to contact the subject(s) to attempt to resolve the situation permanently.**

**NO FURTHER DETAILED INFORMATION IS PUBLISHED DUE TO ONGOING INVESTIGATION OF CASES.**

**Arrests and Pending Charges**

Officers made a total of 2 arrest(s)

- 1- 2<sup>nd</sup> Degree Felony
- 1- State Jail Felony

**Traffic Contacts**

Officers Made a total of 14 traffic contacts.

**Reserve Officers Work**

Reserve officers worked a total of 0 hours.

**In-Service Training:**

Officers had a total of 103 training hours.

- Efforts to conduct field-based/hands-on training have been hampered by the ongoing COVID Pandemic; however, supervisors have continued to give direct feedback and coaching following the solution of actual calls.
- Several officers have continued working to obtain their Intermediate Peace Officer Licenses
- Multiple additional training and continuing education hours have been assigned by supervisors and completed in support of existing certifications, and in compliance with state peace officer licensing requirements.

|                        |                                |                     |
|------------------------|--------------------------------|---------------------|
| Animal Complaints - 7  | Noise Complaints- 2            | Accidents - 3       |
| Scam Calls - 1         | Disturbances - 2               | Transient Calls -   |
| Close Patrol - 87      | Open Door -0                   | Funeral Escorts -0  |
| Alarm Calls -0         | Suspicious Activity/Person - 7 | Agency Assists - 10 |
| Citizen assist - 29    | Suspicious Vehicle- 1          | Civil Matters - 2   |
| Ministerial Vouchers 0 | Motorist assist - 2            | Welfare Check - 7   |
| Inquest 0              | Traffic Hazards - 1            | Follow Ups - 0      |

Flatonia Police Department  
09/03/2020

# Utility Department Activity Report

## August 2020

8/3

- Farek paving Civic Center parking lot
- Haul base in to South Main
- Remove fallen tree from alley off of east 6<sup>th</sup>

8/4

- County started reclaim on 3<sup>rd</sup> St.
- Touch up base on Hudson, & 6<sup>th</sup>
- Video conference on meter read system

8/7

- Working on putting base material in the intersection of Penn & South Main
- Power outage in Praha, pecan limb fell on the line and took it down
- Call to power outage on 2<sup>nd</sup> and Hudson, tripped main breaker

8/10

- Working on South Main
- Fire up and training on splash pad

8/11,12

- Street work

8/13

- Training for use of phone app to record meter readings

8/15

- After hours call out, broken pecan limb on secondary on Market near 2<sup>nd</sup>

8/17

- Electrical work on Walnut St.
- Damaged secondary repaired on residence on Hwy 90 near Cedar
- Cleanup around ponds @ WWTP

8/19

- Repaired water leak near Robert's
- Started digging on water leak on 90 @ Baca Loop

8/24

- Digging other side of Baca Loop for water leak, found & repaired
- Water leak repair on Baca Loop by the golf course

8/25

- Electrical line extension on Baca Loop, set poles & anchor

8/26

- Pull in and energize line from previous day
- Deliver sample bottles for lead & copper testing

8/27

- Pick up and take samples to the water lab in Bastrop
- Repair controls on lift station #1
- After hours call out for blown transformer on 2<sup>nd</sup> and Hudson

8/28

- Water tap for new service on Baca Loop
- Work on 6<sup>th</sup> St.

8/31

- Begin finish work to pave streets





# Flatonia City Council

Staff Report

September 8, 2020 Council Meeting

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## **PUBLIC HEARING**

**PH 9.1 - 2020.1**

City of Flatonia's FY 2021 budget, which includes the general fund, the interest and sinking fund, the utility fund and the Flatonia Economic Development Corporation fund.



# Flatonia City Council

Staff Report

September 8, 2020 Council Meeting

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## **CONSENT**

### **Agenda Item:**

Approve Minutes of August 25, 2020 Special Meeting

### **Recommended Motion:**

I move to approve the consent agenda to include the minutes of the August 25, 2020 Special Meeting.

**Minutes  
Flatonia City Council  
Regular Meeting  
August 25<sup>th</sup>, 2020**

**Present:**

|                       |  |
|-----------------------|--|
| <b>Mayor</b>          | Bryan Milson   |
| <b>Councilpersons</b> | Catherine Steinhauser<br>Mark Eversole<br>Dennis Geesaman<br>Ginny Sears<br>Donna Cockrell   |
| <b>City Staff</b>     | Sarah Novo – City Manager<br>Angela Beck – City Attorney<br>Lee Dick –Chief, Flatonia Police Department<br>Jack Pavlas – Director, Public Services |
| <b>Public</b>         | Melanie Berger – Flatonia Argus<br>Pamela Stolarski<br>Langford Community Management Services  |

Mayor Milson called the Regular meeting to order at 6:00 p.m.

No public comment or citizen participation.

**Consent Agenda**

Ginny Sears motioned to approve the consent agenda to include the Minutes of the August 11, 2020 Regular meeting. Donna Cockrell seconded the motion. None opposed. Motion carried.

**Public Hearing** – Opened at 6:05 P.M.

PH 8.2-2020.1 No public comment or discussion related to Public Hearing on request from Emilio Romero to rezone of PID 50611 addressed with FCAD as 714 N. Walnut St., southeast corner of Walnut St. & Collins St. The property is currently zoned High Density Residential (R-3). The request is for the property to be rezoned as Medium Density Residential (R-2) to allow for the installation of a single manufactured home.

PH 8.2-2020.2 No public comment or discussion related to Consumer Confidence Report submitted to the Texas Commission on Environmental Quality. (report on quality of water supplied by the City of Flatonia Water Utility).

*Public Hearing – Closed at 6:07 P.M.*

**Deliberation Agenda**

8.2- 2020.1 Donna Cockrell made a motion to approve rezone of PID 50611 addressed with FCAD as 714 N. Walnut St., southeast corner of Walnut St. & Collins St. from High Density Residential (R-3) to Medium Density Residential (R-2) as recommended by the Planning and Zoning Committee. Mark Eversole seconded the motion. None opposed. Motion carried.

- 8.2- 2020.2 Donna Cockrell made a motion to approve the Consumer Confidence Report submitted to the Texas Commission on Environmental Quality. Catherine Steinhauser seconded the motion. None opposed. Motion carried.
- 8.2 -2020.3 No action was taken on the renewal of Contracts for Services for Promotion and Tourism between the City of Flatonia and the Chamber of Commerce, E.A. Arnim Museum, and Flatonia Special Projects through allocation of Hotel Occupancy Funds. This item was continued to the September 8<sup>th</sup> Council agenda.
- 8.2- 2020.4 Dennis Geesaman made a motion authorizing the city manager to make payment to Patrick Rosenhauer in the amount of \$485.13 for the reimbursement of two plumbing invoices accrued from excess water on private property as a result of a failure in the City's water line. Mark Eversole seconded the motion. None opposed. Motion carried.
- 8.2-2020.5 Dennis Geesaman made a motion to approve entering into a Joint Election Agreement and Contract for Election Services Relating to an Election to be Held on November 3, 2020. Donna Cockrell seconded the motion. Catherine Steinhauser abstained. None opposed. Motion carried.
- 8.2-2020.6 Ginny Sears made a motion to approve the submission of a Community Development Block Grant - Mitigation Project Application to the General Land Office; and authorizing the City Manager to act as the City's Executive Officer and Authorized representative in all manners pertaining to the City's participation in the Community Development Block Grant - Mitigation Program. Catherine Steinhauser seconded the motion. None opposed. Motion carried.
- 8.2-2020.7 Catherine Steinhauser made a motion to adopt the Citizen Participation Plan Policy for the GLO Community Development Block Grant Programs. Donna Cockrell seconded the motion. None opposed. Motion carried.
- 8.2-2020.8 Dennis Geesaman made a motion to adopt the Financial Management Policy for the City of Flatonia with amendments as stated by the City Attorney. Catherine Steinhauser seconded the motion. None opposed. Motion carried.
- 8.2-2020.9 Ginny Sears made a motion to adopt the Procurement Policy for the City of Flatonia. Catherine Steinhauser seconded the motion. None opposed. Motion carried.
- 8.2-2020.10 Donna Cockrell made a motion to adopt a proclamation of April as Fair Housing Month. Ginny Sears seconded the motion. None opposed. Motion carried.
- 8.2-2020.11 Ginny Sears made a motion to approve a Resolution updating the Hazard Mitigation Plan for mitigation actions including new projects. Catherine Steinhauser seconded the motion. None opposed. Motion carried.

Executive Session – Open: 6:54 P.M.

ES8.2-2020.1 As authorized by Section 551.074, Texas Government Code the council met in executive session to consult with the City Attorney in connection with the personnel matter listed below:

Review of investigation report of City Secretary by City Manager and City Secretary response thereto.

*Executive session closed: 7:31 P.M.*

Executive Session – Open: 7:32 P.M.

ES8.2-2020.2 As authorized by Section 551.071, Texas Government Code, the council met in executive session in connection with the personnel matter listed below:

Recommendation of City Manager regarding continued employment of Melissa Brunner as City Secretary

*Executive session closed: 7:43 P.M.*

Deliberation Agenda

ES 8.2-2020.12 Donna Cockrell made a motion approving the request of the City Secretary, Melissa Brunner, to retire from city employment effective 5:00 P.M. August 21, 2020, upon the recommendation of the City Manager, with concurrence of the City Attorney, and further move that the City Council hereby finds that a public policy purpose of bringing finality to potential claims and litigation will be served by accepting said retirement and paying the City Secretary a sum equal to three months' salary, subject to execution of a full and complete release by the City Secretary of any and all past, present and future claims against the City of Flatonia relating to her past or continued employment as City Secretary or the reasons or causes for the review of the City Secretary's continued employment. Catherine Steinhauser seconded the motion. None opposed. Motion carried.

**The meeting was adjourned at 7:49 p.m.**

**Signed**

Bryan Milson  
Mayor

Approved this 25<sup>th</sup> day of August 2020.

**Attest**

Sarah Novo  
City Manager



# Flatonia City Council

September 8th, 2020 Council Meeting

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## DELIBERATION

9.1-2020.1

**Agenda Item:** Consider and take appropriate action on an amended order of election of municipalities.

Sections 4.004, 83.010, 85.004,  
85.007, V.T.C.A., Election Code  
3/2007

## AMENDED ORDER OF ELECTION FOR MUNICIPALITIES

An election is hereby ordered to be held on November 3, 2020, for the purpose of:

*(Por la presente se ordena que se llevara a cabo una eleccion el 3 de noviembre, 2020 con el proposito de:)*

Electing 1 mayor and 2 councilpersons  
*(elegir 1 alcalde y 2 miembros de consejo)*

Early voting by personal appearance will be conducted each weekday at:

*(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)*

Fayette County Elections Office  
151 N Washington, Room 108  
La Grange, TX 78945

Between the hours of: *(Entre las horas de:)*

- 7am to 7pm on October 13 through October 16, 2020
- 9am to 3pm on Saturday, October 17, 2020
- 11am to 3pm on Sunday, October 18, 2020
- 7am to 7pm on October 19 through October 23, 2020
- 9am to 3pm on Saturday, October 24, 2020
- 11am to 3pm on Sunday, October 25, 2020
- 7am to 7pm on October 26 through October 30, 2020

Applications for a ballot to be voted by mail may be mailed or electronically transmitted by email to: *(Las solicitudes para votar por correo pueden enviarse por correo o transmitirse electrónicamente por correo electrónico a:)*

Fayette County Elections Office  
Attn: Terri Hefner, Elections Administrator  
P.O. Box 605  
La Grange, TX 78945

*Or*

Faxed to (979) 968-6426

Issued this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Signature of Mayor *(Firma del Alcalde)*  
*Persona del Concilio)*

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Signature of Councilperson *(Firma de la*

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Signature of Councilperson (*Firma de la Persona del Concilio*)  
*Persona del Concilio*)

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Signature of Councilperson (*Firma de la*

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Signature of Councilperson (*Firma de la Persona del Concilio*)  
*del Concilio*)

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Signature of Councilperson (*Firma de la Persona*





# Flatonia City Council

September 8th, 2020 Council Meeting

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## **DELIBERATION**

9.1-2020.2

**Agenda Item:** Consider and take appropriate action on appointing City Manager Sarah Novo as the City of Flatonia's representative on the General Assembly for the Capital Area Council of Governments.



## Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165

Austin, Texas 78744-2306

Ph: 512-916-6000 Fax: 512-916-6001

[www.capcog.org](http://www.capcog.org)

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

August 14, 2020

The Honorable Bryan Milson  
Mayor of the City of Flatonia  
PO Box 329  
Flatonia, TX 78941

Dear Mayor Milson,

This year the services we have traditionally provided to our 10-county region have become more important than ever before as we adapted to new challenges for delivering them — we moved all law enforcement training online, enhanced our coordination of regional emergency response between local governments, and assisted communities to apply for economic development grants made possible by coronavirus funding. Our Aging Services staff quickly redirected federal funds for seniors to increase shelf-stable meal delivery, transportation for medical trips, and income assistance to keep older adults and disabled individuals in their homes. Meanwhile, our Emergency Communications division has continued testing 9-1-1 infrastructure upgrades to activate Next Generation 9-1-1 that will deliver digital information including photos and video and will accurately locate callers, ultimately enhancing our first responders' work. We are assessing the impact of teleworking on the region's air quality and planning how to increase economic resiliency by adding more jobs in the manufacturing sector.

Our agency exists because of the member cities, counties and organizations — your representatives on our General Assembly play an important role in guiding what we can do for this region. Your ongoing support with membership dues allows us to provide the match for grants that cover our services for disabled and elderly persons, the community and economic development technical assistance we provide, and our law enforcement training. We are also able to work on projects that aren't funded by state and federal agencies — this year we started working on broadband service starting with Blanco, Burnet, and Llano counties in January.

This year marks the 50<sup>th</sup> anniversary of CAPCOG — we hope to continue serving the region for many years to come. We have prepared a presentation on CAPCOG's history looking at where we started compared to our work today; this is available to any of our members, in person or virtually. I will provide an abbreviated version of the presentation at our upcoming online General Assembly meeting on September 9<sup>th</sup>; your General Assembly Representatives can RSVP for the meeting at <https://training.capcog.org/by-topic/general-assembly>.

As always, please contact me at 512-916-6008 or [bvoights@capcog.org](mailto:bvoights@capcog.org) if any of my staff or I can assist you.

Best regards,

A handwritten signature in black ink, appearing to read "Betty Voights".

Betty Voights

Enc.    Membership Invoice  
          General Assembly Representation Summary  
          General Assembly Appointment Form



6800 Burleson Road, Building 310, Suite 165  
Austin, Texas 78744-2306  
Ph: 512-916-6000 Fax: 512-916-6001  
[www.capcog.org](http://www.capcog.org)

**BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON**

## **General Assembly Representation Summary for the City of Flatonia**

CAPCOG's General Assembly serves as the organization's governing body for purposes of selecting the Executive Committee, adopting operational bylaws and budgets, determining membership dues, and guiding the organization's mission. General Assembly membership is comprised of local representatives from each member jurisdiction in the ten-county region. According to the Council's bylaws, full members — counties and municipalities — are entitled to appoint at least one representative to the General Assembly; however, members can have additional representatives based on their population as shown below:

| <b>Counties</b> | <b>Municipalities</b> | <b>No. of Representatives</b> |
|-----------------|-----------------------|-------------------------------|
| Under 20,000    | Under 10,000          | 1                             |
| 20,000-100,000  | 10,000-50,000         | 2                             |
| 100,000+        | 50,000-100,000        | 3                             |
| -----           | 100,000+              | 4                             |

Associate members — special government districts, school districts, nonprofits, utilities, chambers of commerce, and other governmental agencies — can appoint one representative to the General Assembly. Sustaining members, any person or organization with a positive interest in the welfare of the region, can participate as a non-voting General Assembly representative.

At least two-thirds of the General Assembly's voting representatives must be elected officials.

Based on the State Data Center's most recent population estimates the **City of Flatonia** qualifies for **1 representative(s)** on the General Assembly. Its current representatives are:

- **Mr. Mark McLaughlin**

Please provide any updates to **City of Flatonia's** representative(s) by completing the attached form. More information about CAPCOG's General Assembly representation, its membership and membership dues is available at <https://www.capcog.org/who-we-are/general-assembly/>.

All General Assembly Representatives are invited to CAPCOG's September 9<sup>th</sup> General Assembly Meeting which will be held online this year. CAPCOG request that representatives RSVP at <https://training.capcog.org/by-topic/general-assembly>.



# Flatonia City Council

September 8<sup>th</sup>, 2020 Council Meeting

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## DELIBERATION

9.1-2020.3

**Agenda Item:** Consider and take appropriate action on whether or not to raise the working cap of Hotel-Motel Occupancy Taxes collected by the City of Flatonia and to be available for distribution to qualifying entities from \$70,000 to \$75,000.

**Background:** As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City entered into agreements with the Flatonia Chamber of Commerce, Flatonia Special Projects and the E.A. Arnim Archives and Museum on February 15, 2017; effective April 1, 2017 through September 30, 2020.

A summary of the agreements is as follows:

In exchange for compensation by the City, the Flatonia Chamber of Commerce, The Arnim Museum, and Flatonia Special Projects each agree that any local hotel occupancy tax funds paid to it by the City shall be used in accordance with State law, including but not limited to the applicable provisions of Subchapter B, Section 351.101 of the Texas Tax Code.

Each recipient agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists and conventions to the local area and to the City by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and to the City.

Each recipient further agrees that it will seek to achieve economic benefit for the City through all of such activities, that it will provide tourist-related information about the City upon request, and that it will serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy. The three recipients each benefitted from a 16.6% increase in funds received for the 2017-2020 contract over

the previous 2014-2017 contract resulting in a 5.53% increase per year but payable collectively and incrementally on a quarterly basis.

In accordance with the expiring contract, The City has assumed a working cap of \$70,000. The City has paid the Chamber of Commerce the lesser of forty-five percent (45%) or thirty-one thousand five hundred dollars (\$31,500) of the money received by the City from the local hotel occupancy tax as collected by the City Secretary, in consideration for the Chamber advertising and promoting tourism for the Visitor market from which the City derives direct tourist income benefits.

The City has paid the **Arnim Museum** the lesser of thirty-five percent (35%) or twenty-four thousand five hundred dollars (\$24,500) of the money received by the City from the local hotel occupancy tax as collected by the City Secretary, in consideration for the Arnim Museum advertising and promoting tourism for the visitor market from which the City derives direct tourist income benefits.

The City has paid the **Flatonia Special Projects** (hereinafter known as Railpark) the lesser of fifteen percent (15%) or ten thousand five hundred dollars (\$10,500) of the money received by the City from the local hotel occupancy tax as collected by the City Secretary, in consideration for the Railpark advertising and promoting tourism for the visitor market from which the City derives direct tourist income benefits.

Each of the respective recipients have requested to continue with this agreement for another 3-year term to expire September 30, 2023. The E.A. Arnim Museum and Flatonia Special Projects have requested an increase in City contribution toward their contract in accordance with economic increases. Raising the working cap to \$75,000 would realize increases to the recipients commensurate with projected economic increases of 2.39% per year, and although HOT tax revenues have declined as a result of the coronavirus pandemic, it is anticipated that over the course of this 3 year contract we will begin to see an increase in revenues resulting from hotel stays. The importance of the need of tourism for the City of Flatonia is not expected to decline during this time, and it is staff's opinion that sustaining those who creatively promote travel, events and leisure within the City during this time is paramount to forecasted economic returns.

The revenues collected from 2017 to present has remained relatively consistent with exception to FY 2020 (Q3 2019, Q4 2019, Q1 2020, Q2 2020) which has seen a 13.68% decrease in revenue over years past. Staff believes that this loss is attributed to

economic losses in recent quarters attributed to the coronavirus pandemic and associated required quarantine and hotel closures.

Below is a summary of HOT revenues from 2017 to present.

2017: \$95,967.65

2018: \$94,787.99

2019: \$99,127.34

2020: \$85,564.56

Staff proposes the following options for consideration:

1. Raising the working cap from \$70,000 to \$75,000 in the proposed contracts; retaining equal percentage contributions for each recipient while increasing the contribution amount over the course of a one-year agreement by 7.14%.
2. Continuing with the currently budgeted allocations for an additional one-year term; revisiting the recovery of collected revenue in one-year's time to determine if a percentage increase to the allocations may be supported or sustained by the HOT tax revenues.

The City currently collects and will continue to collect any overage in excess of the agreed upon payout percentage.



# Flatonia City Council

September 8th, 2020 Council Meeting

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## **DELIBERATION**

9.1-2020.4

**Agenda Item:** Consider and take appropriate action on a one-year Contract for Services for Promotion and Tourism between the City of Flatonia and the Chamber of Commerce through allocation of Hotel Occupancy Funds.

**Attachments:**

Exhibit A – Contract for services for promotion of tourism (\$70,000 working cap)

Exhibit B – Contract for services for promotion of tourism (\$75,000 working cap)

EXHIBIT A

**CONTRACT FOR SERVICES**

**FOR**

**PROMOTION AND TOURISM**

THIS CONTRACTUAL AGREEMENT, made and entered into this the 8th day of September 2020, to go into effect on October 1, 2020, by and between the CITY OF FLATONIA TEXAS, a Municipal Corporation of Fayette County, Texas, hereinafter called "CITY," and the FLATONIA CHAMBER OF COMMERCE, hereinafter called "CHAMBER," and shall continue in force ~~ending~~ **until** September 30, 2021.

**I**

The City by authority of powers granted to it under state statutes and general law has heretofore enacted a local hotel occupancy tax on occupants of hotels within the city of Flatonia.

**II**

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Chamber the lesser of forty-five percent (45%) of the money received by the City from the local hotel occupancy tax as collected by the City Secretary in the previous year, or thirty-one thousand five hundred dollars (\$31,500); provided, however, that the total amount available for distribution to all qualifying entities will not exceed \$70,000.00, in consideration for the Chamber advertising and promoting tourism for the visitor market from which the City derives direct tourist income benefits. The City and the Chamber may agree to make the annual payment in four quarterly payments.

The Chamber agrees that any local hotel occupancy tax funds paid to it by the City shall be used in accordance with State law, including but not limited to the applicable provisions of Subchapter B, Section 351.101 of the Texas Tax Code.

The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists and conventions to the local area and to the City by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and to the City.

The Chamber further agrees that it will seek to achieve economic benefit for the City through all of such activities, that it will provide tourist related information about the City upon request, and that it will serve as a advisory body to the City, on request, in matters related to expanding the



tourist derived economy.

### III

It is expressly understood and agreed by and between the parties that the Chamber is hired and engaged as an independent contractor and is not an officer agent or employee of the City, nor is any employee of the Chamber an officer, agent, or employee of the City.

### IV

For funds to be disbursed to the Chamber pursuant to this Agreement for the period October 1, 2020 through September 30, 2023, the Chamber shall provide to City no later than March 1, 2021, the proposed budget for the ensuing period through September 30, 2021, said budget to be approved by the City Council in writing. Thereafter, the Chamber shall provide to the City no later than August 1, of each additional year, and prior to obtaining any local hotel occupancy tax funds for the ensuing October 1 through September 30 period(s), a proposed budget for the upcoming year, said budget to be approved by the City Council in writing, in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Chamber with respect to expenditure of revenue provided.

The Chamber shall provide to the City Council a quarterly report (based on a calendar year), by the City Council's regular monthly meeting, following the quarter's end, on the activities conducted, and a quarterly financial statement listing the expenditures made from the revenue from the local hotel occupancy tax. It is further agreed by the Chamber that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the said revenue with any other money or maintain it in any other account.

The Chamber shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other persons, shall make the records available for inspection and review.

The City reserves the right to require an independent certified audit of these funds upon request by a majority vote of the City Council, either by requiring the Chamber to provide said audit or by retaining its own Certified Public Accountant to perform said audit. In either case the cost of said audit shall be paid from the funds collected from the hotel occupancy tax.

It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Chamber for day to day operations including supplies, salaries, office rental, travel expense, and other administrative costs, if done in accordance with State law, including but not limited to the applicable provisions of Subchapter B, Section 351.101 of the Texas Tax Code. The portion of the total administrative cost for which hotel occupancy tax revenue is expended may not exceed the actual administrative costs for these activities.

### V

The City Council shall review the Agreement annually prior to the budget adoption. If either party breaches this agreement, the other party must give the breaching party thirty (30) days written notice to cure the breach. If the breaching party has not cured the breach within thirty (30) days

after receipt of the written notice, then the non-breaching party shall have the option to terminate this agreement. Said notice shall be in writing stating the reason for termination and the date of said termination and delivered as herein provided.

## **VI**

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid and addressed to the City of Flatonia, P.O. Box 329, Flatonia, Texas 78941, or the Flatonia Chamber of Commerce, P.O. Box 610, Flatonia, Texas 78941.

## **VII**

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of the Agreement. However, nothing in this Agreement shall prohibit the Chamber from participating with regional or state tourism programs or to contract for joint promotions with other agencies.

## **VIII**

This Agreement shall be subject to the laws and statutes of the State of Texas.

## **IX**

The Chamber agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or damage to any property, arising from or in connection with the operations of the Chamber, its officers, agents, and employees carried out in the furtherance of this Agreement.

## **X**

In the performance of its contract, the Chamber shall not discriminate against any employee or applicant for employment or with any customer with respect to his/her tenure, terms, conditions and/or privileges of employment, or terms, conditions and/or privileges of purchase or sale, because of his/her race, color, religion, national origin, sex, ancestry, age, handicap, pregnancy, child birth, or related medical conditions. Proven breach of this covenant may be regarded as a material breach of this contract causing its termination.

## **XI**

The City shall remit annually to the Chamber an amount equal to the lesser of forty-five percent (45%) or thirty-one thousand five hundred dollars (\$31,500) of the local hotel occupancy tax receipts that are collected for that year by the City less any expenses incurred by the City, for as long as this contract is in effect and Chamber has fulfilled all requirements hereunder. Payments equal to the actual amount collected less any expenses incurred by the City, shall be made on a quarterly basis, no later than the forty-fifth day following the last day of the quarter.

## **XII**

The term of this contract shall run from October 1, 2020 to September ~~29~~, ~~30~~, 2023 ~~21~~.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2020:

CITY OF FLATONIA, TEXAS

By \_\_\_\_\_  
Bryan Milson  
Mayor  
City of Flatonia

ATTEST:

\_\_\_\_\_  
Sarah Novo  
City Manager

APPROVED AT TO FORM:

\_\_\_\_\_  
Maria Angela Flores Beck  
City Attorney

FLATONIA CHAMBER OF COMMERCE

By \_\_\_\_\_  
Allen Kocian  
President  
Flatonia Chamber of Commerce

**EXHIBIT B**

**CONTRACT FOR SERVICES**

**FOR**

**PROMOTION AND TOURISM**

THIS CONTRACTUAL AGREEMENT, made and entered into this the 8th day of September 2020, to go into effect on October 1, 2020, by and between the CITY OF FLATONIA TEXAS, a Municipal Corporation of Fayette County, Texas, hereinafter called "CITY," and the FLATONIA CHAMBER OF COMMERCE, hereinafter called "CHAMBER," and shall continue in force ~~ending~~ **until** September 30, 2021.

**I**

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**II**

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The Chamber agrees that any local hotel occupancy tax funds paid to it by the City shall be used in accordance with State law, including but not limited to the applicable provisions of Subchapter B, Section 351.101 of the Texas Tax Code.

The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists and conventions to the local area and to the City by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and to the City.

The Chamber further agrees that it will seek to achieve economic benefit for the City through all of such activities, that it will provide tourist related information about the City upon request, and that it will serve as a advisory body to the City, on request, in matters related to expanding the tourist derived economy.

### III

It is expressly understood and agreed by and between the parties that the Chamber is hired and engaged as an independent contractor and is not an officer agent or employee of the City, nor is any employee of the Chamber an officer, agent, or employee of the City.

### IV

For funds to be disbursed to the Chamber pursuant to this Agreement for the period October 1, 2020 through September 30, 2023, the Chamber shall provide to City no later than March 1, 2021, the proposed budget for the ensuing period through September 30, 2021, said budget to be approved by the City Council in writing. Thereafter, the Chamber shall provide to the City no later than August 1, of each additional year, and prior to obtaining any local hotel occupancy tax funds for the ensuing October 1 through September 30 period(s), a proposed budget for the upcoming year, said budget to be approved by the City Council in writing, in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Chamber with respect to expenditure of revenue provided.

The Chamber shall provide to the City Council a quarterly report (based on a calendar year), by the City Council's regular monthly meeting, following the quarter's end, on the activities conducted, and a quarterly financial statement listing the expenditures made from the revenue from the local hotel occupancy tax. It is further agreed by the Chamber that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the said revenue with any other money or maintain it in any other account.

The Chamber shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other persons, shall make the records available for inspection and review.

The City reserves the right to require an independent certified audit of these funds upon request by a majority vote of the City Council, either by requiring the Chamber to provide said audit or by retaining its own Certified Public Accountant to perform said audit. In either case the cost of said audit shall be paid from the funds collected from the hotel occupancy tax.

It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Chamber for day to day operations including supplies, salaries, office rental, travel expense, and other administrative costs, if done in accordance with State law, including but not limited to the applicable provisions of Subchapter B, Section 351.101 of the Texas Tax Code. The portion of the total administrative cost for which hotel occupancy tax revenue is expended may not exceed the actual administrative costs for these activities.

### V

The City Council shall review the Agreement annually prior to the budget adoption. If either party breaches this agreement, the other party must give the breaching party thirty (30) days written notice to cure the breach. If the breaching party has not cured the breach within thirty (30) days

after receipt of the written notice, then the non-breaching party shall have the option to terminate this agreement. Said notice shall be in writing stating the reason for termination and the date of said termination and delivered as herein provided.

## **VI**

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid and addressed to the City of Flatonia, P.O. Box 329, Flatonia, Texas 78941, or the Flatonia Chamber of Commerce, P.O. Box 610, Flatonia, Texas 78941.

## **VII**

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of the Agreement. However, nothing in this Agreement shall prohibit the Chamber from participating with regional or state tourism programs or to contract for joint promotions with other agencies.

## **VIII**

This Agreement shall be subject to the laws and statutes of the State of Texas.

## **IX**

The Chamber agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or damage to any property, arising from or in connection with the operations of the Chamber, its officers, agents, and employees carried out in the furtherance of this Agreement.

## **X**

In the performance of its contract, the Chamber shall not discriminate against any employee or applicant for employment or with any customer with respect to his/her tenure, terms, conditions and/or privileges of employment, or terms, conditions and/or privileges of purchase or sale, because of his/her race, color, religion, national origin, sex, ancestry, age, handicap, pregnancy, child birth, or related medical conditions. Proven breach of this covenant may be regarded as a material breach of this contract causing its termination.

## **XI**

The City shall remit annually to the Chamber an amount equal to the lesser of forty-five percent (45%) or thirty-one thousand five hundred dollars (\$31,500) of the local hotel occupancy tax receipts that are collected for that year by the City less any expenses incurred by the City, for as long as this contract is in effect and Chamber has fulfilled all requirements hereunder. Payments equal to the actual amount collected less any expenses incurred by the City, shall be made on a quarterly basis, no later than the forty-fifth day following the last day of the quarter.

## **XII**

The term of this contract shall run from October 1, 2020 to September ~~29~~, ~~30~~, 2023 ~~21~~.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2020:

CITY OF FLATONIA, TEXAS

By \_\_\_\_\_  
Bryan Milson  
Mayor  
City of Flatonia

ATTEST:

\_\_\_\_\_  
Sarah Novo  
City Manager

APPROVED AT TO FORM:

\_\_\_\_\_  
Maria Angela Flores Beck  
City Attorney

FLATONIA CHAMBER OF COMMERCE

By \_\_\_\_\_  
Allen Kocian  
President  
Flatonia Chamber of Commerce



# Flatonia City Council

September 8th, 2020 Council Meeting

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## **DELIBERATION**

9.1-2020.5

**Agenda Item:** Consider and take appropriate action on a one-year Contract for Services for Promotion and Tourism between the City of Flatonia and the E.A. Arnim Museum through allocation of Hotel Occupancy Funds.

**Attachments:**

Exhibit A – Contract for services for promotion of tourism (\$70,000 working cap)

Exhibit B – Contract for services for promotion of tourism (\$75,000 working cap)



EXHIBIT A

**CONTRACT FOR SERVICES**

**FOR**

**PROMOTION AND TOURISM**

THIS CONTRACTUAL AGREEMENT, made and entered into this the 8<sup>th</sup> day of September 2020, to go into effect on October 1, 2020, by and between the CITY OF FLATONIA TEXAS, a Municipal Corporation of Fayette County, Texas, hereinafter called "CITY," and the E.A. ARNIM ARCHIVES AND MUSEUM, INC., hereinafter called "ARNIM MUSEUM," and shall continue in force ~~ending~~ **until** September 30, 2023 ~~21~~.

**I**

The City by authority of powers granted to it under state statutes and general law has heretofore enacted a local hotel occupancy tax on occupants of hotels within the city of Flatonia.

**II**

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Arnim Museum the lesser of thirty-five percent (35%) of the money received by the City from the local hotel occupancy tax as collected by the City Secretary in the previous year, or twenty-four thousand five hundred dollars (\$24,500); provided, however, that the total amount available for distribution to all qualifying entities will not exceed \$70,000.00, in consideration for the Arnim Museum advertising and promoting tourism for the visitor market from which the City derives direct tourist income benefits. The City and the Chamber may agree to make the annual payment in four quarterly payments.

The Arnim Museum agrees that any local hotel occupancy tax funds paid to it by the City shall be used in accordance with State law, including but not limited to the applicable provisions of Subchapter B, Section 351.101 of the Texas Tax Code.

The Arnim Museum agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists and conventions to the local area and to the City by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and to the City.

The Arnim Museum further agrees that it will seek to achieve economical benefit for the City through all of such activities, that it will provide tourist-related information about the City upon

request, and that it will serve as a advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

### III

It is expressly understood and agreed by and between the parties that the Arnim Museum is hired and engaged as an independent contractor and is not an officer agent or employee of the City, nor is any employee of the Arnim Museum an officer, agent, or employee of the City.

### IV

For funds to be disbursed to the Arnim Museum pursuant to this Agreement for the period October 1, 2020 through September 30, 2023, the Arnim Museum shall provide to City no later than March 1, 2021, the proposed budget for the ensuing period through September 30, 2021, said budget to be approved by the City Council in writing. Thereafter, the Arnim Museum shall provide to the City no later than August 1, of each additional year, and prior to obtaining any local hotel occupancy tax funds for the ensuing October 1 through September 30 period(s), a proposed budget for the upcoming year, said budget to be approved by the City Council in writing, in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Arnim Museum with respect to expenditure of revenue provided.

The Arnim Museum shall provide to the City Council a quarterly report (based on a calendar year), by the City Council's regular monthly meeting, following the quarter's end, on the activities conducted, and a quarterly financial statement listing the expenditures made from the revenue from the local hotel occupancy tax. It is further agreed by the Arnim Museum that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the said revenue with any other money or maintain it in any other account.

The Arnim Museum shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other persons, shall make the records available for inspection and review.

The City reserves the right to require an independent certified audit of these funds upon request by a majority vote of the City Council, either by requiring the Arnim Museum to provide said audit or by retaining its own Certified Public Accountant to perform said audit. In either case the cost of said audit shall be paid from the funds collected from the hotel occupancy tax.

It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Arnim Museum for day-to-day operations including supplies, salaries, office rental, travel expense, and other administrative costs, if done in accordance with State law, including but not limited to the applicable provisions of Subchapter B, Section 351.101 of the Texas Tax Code. The portion of the total administrative cost for which hotel occupancy tax revenue is expended may not exceed the actual administrative costs for these activities.

### V

The City Council shall review the Agreement annually prior to the budget adoption. If either party breaches this agreement, the other party must give the breaching party thirty (30) days written

notice to cure the breach. If the breaching party has not cured the breach within thirty (30) days after receipt of the written notice, then the non-breaching party shall have the option to terminate this agreement. Said notice shall be in writing stating the reason for termination and the date of said termination and delivered as herein provided.

## **VI**

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid and addressed to the City of Flatonia, P.O. Box 329, Flatonia, Texas 78941, or the E.A. Arnim Archives and Museum, Inc., P.O. Box 401, Flatonia, Texas 78941.

## **VII**

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assessment of benefits or rights or delegation of duties or obligations shall be a breach of the Agreement. However, nothing in this Agreement shall prohibit the Arnim Museum from participating with regional or state tourism programs or to contract for joint promotions with other agencies.

## **VIII**

This Agreement shall be subject to the laws and statutes of the State of Texas.

## **IX**

The Arnim Museum agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or damage to any property, arising from or in connection with the operations of the Arnim Museum, its officers, agents, and employees carried out in the furtherance of this Agreement.

## **X**

In the performance of its contract, the Arnim Museum shall not discriminate against any employee or applicant for employment or with any customer with respect to his/her tenure, terms, conditions and/or privileges of employment, or terms, conditions and/or privileges of purchase or sale, because of his/her race, color, religion, national origin, sex, ancestry, age, handicap, pregnancy, child birth, or related medical conditions. Proven breach of this covenant may be regarded as a material breach of this contract causing its termination.

## **XI**

The City shall remit annually to the Arnim Museum an amount equal to the lesser of thirty-five percent (35%) or twenty-four thousand five hundred dollars (\$24,500) of the local hotel occupancy tax receipts that are collected for that year by the City less any expenses incurred by the City, for as long as this contract is in effect and Arnim Museum has fulfilled all requirements hereunder. Payments equal to the actual amount collected less any expenses incurred by the City, shall be made on a quarterly basis, no later than the forty-fifth day following the last day of the quarter.

## **XII**

The term of this contract shall run from October 1, 2020 to September 30, 2023 **21**.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2020:

CITY OF FLATONIA, TEXAS

By \_\_\_\_\_  
Bryan Milson  
Mayor  
City of Flatonia

ATTEST:

\_\_\_\_\_  
Sarah Novo  
City Manager

APPROVED AT TO FORM:

\_\_\_\_\_  
Maria Angela Flores Beck  
City Attorney

E.A. ARNIM ARCHIVES AND MUSEUM, INC.

By \_\_\_\_\_  
Judy Pate  
President  
E.A. Arnim Archives and Museum, Inc.

**EXHIBIT B**

**CONTRACT FOR SERVICES**

**FOR**

**PROMOTION AND TOURISM**

THIS CONTRACTUAL AGREEMENT, made and entered into this the 8<sup>th</sup> day of September 2020, to go into effect on October 1, 2020, by and between the CITY OF FLATONIA TEXAS, a Municipal Corporation of Fayette County, Texas, hereinafter called "CITY," and the E.A. ARNIM ARCHIVES AND MUSEUM, INC., hereinafter called "ARNIM MUSEUM," and shall continue in force ~~ending~~ **until** September 30, 2023 ~~21~~.

**I**

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**II**

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The City reserves the right to require an independent certified audit of these funds upon request by a majority vote of the City Council, either by requiring the Arnim Museum to provide said audit or by retaining its own Certified Public Accountant to perform said audit. In either case the cost of said audit shall be paid from the funds collected from the hotel occupancy tax.

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This Agreement shall be subject to the laws and statutes of the State of Texas.

## **IX**

The Arnim Museum agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or damage to any property, arising from or in connection with the operations of the Arnim Museum, its officers, agents, and employees carried out in the furtherance of this Agreement.

## **X**

In the performance of its contract, the Arnim Museum shall not discriminate against any employee or applicant for employment or with any customer with respect to his/her tenure, terms, conditions and/or privileges of employment, or terms, conditions and/or privileges of purchase or sale, because of his/her race, color, religion, national origin, sex, ancestry, age, handicap, pregnancy, child birth, or related medical conditions. Proven breach of this covenant may be regarded as a material breach of this contract causing its termination.

## **XI**

The City shall remit annually to the Arnim Museum an amount equal to the lesser of thirty-five percent (35%) or twenty-four thousand five hundred dollars (\$24,500) of the local hotel occupancy tax receipts that are collected for that year by the City less any expenses incurred by the City, for as long as this contract is in effect and Arnim Museum has fulfilled all requirements hereunder. Payments equal to the actual amount collected less any expenses incurred by the City, shall be made on a quarterly basis, no later than the forty-fifth day following the last day of the quarter.

## **XII**

The term of this contract shall run from October 1, 2020 to September 30, 2023 **21**.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2020:

CITY OF FLATONIA, TEXAS

By \_\_\_\_\_  
Bryan Milson  
Mayor  
City of Flatonia

ATTEST:

\_\_\_\_\_  
Sarah Novo  
City Manager

APPROVED AT TO FORM:

\_\_\_\_\_  
Maria Angela Flores Beck  
City Attorney

E.A. ARNIM ARCHIVES AND MUSEUM, INC.

By \_\_\_\_\_  
Judy Pate  
President  
E.A. Arnim Archives and Museum, Inc.





# Flatonia City Council

September 8th, 2020 Council Meeting

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## **DELIBERATION**

9.1-2020.6

**Agenda Item:** Consider and take appropriate action on a one-year Contract for Services for Promotion and Tourism between the City of Flatonia and Flatonia Special Projects through allocation of Hotel Occupancy Funds.

**Attachments:**

Exhibit A – Contract for services for promotion of tourism (\$70,000 working cap)

Exhibit B – Contract for services for promotion of tourism (\$75,000 working cap)

EXHIBIT A

**CONTRACT FOR SERVICES**

**FOR**

**PROMOTION AND TOURISM**

THIS CONTRACTUAL AGREEMENT, made and entered into this the 8th day of September 2020, to go into effect on October 1, 2020, by and between the CITY OF FLATONIA TEXAS, a Municipal Corporation of Fayette County, Texas, hereinafter called "CITY," and the FLATONIA SPECIAL PROJECTS, INC., hereinafter called "RAILPARK," and shall continue in force ~~ending~~ **until** September 30, 2023 ~~21~~.

**I**

The City by authority of powers granted to it under state statutes and general law has heretofore enacted a local hotel occupancy tax on occupants of hotels within the city of Flatonia.

**II**

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Railpark the lesser of fifteen percent (15%) of the money received by the City from the local hotel occupancy tax as collected by the City Secretary in the previous year, or ten thousand five hundred dollars (\$10,500); provided, however, that the total amount available for distribution to all qualifying entities will not exceed \$70,000.00, in consideration for the Railpark advertising and promoting tourism for the visitor market from which the City derives direct tourist income benefits. The City and the Chamber may agree to make the annual payment in four quarterly payments.

The Railpark agrees that any local hotel occupancy tax funds paid to it by the City shall be used in accordance with State law, including but not limited to the applicable provisions of Subchapter B, Section 351.101 of the Texas Tax Code.

The Railpark agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists and conventions to the local area and to the City by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the local area and to the City.

The Railpark further agrees that it will seek to achieve economic benefit for the City through all of such activities, that it will provide tourist-related information about the City upon request, and

that it will serve as a advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

### III

It is expressly understood and agreed by and between the parties that the Railpark is hired and engaged as an independent contractor and is not an officer agent or employee of the City, nor is any employee of the Railpark an officer, agent, or employee of the City.

### IV

For funds to be disbursed to the Railpark pursuant to this Agreement for the period October 1, 2020 through September 30, 2023, the Railpark shall provide to City no later than March 1, 2021, the proposed budget for the ensuing period through September 30, 2021, said budget to be approved by the City Council in writing. Thereafter, the Railpark shall provide to the City no later than August 1, of each additional year, and prior to obtaining any local hotel occupancy tax funds for the ensuing October 1 through September 30 period(s), a proposed budget for the upcoming year, said budget to be approved by the City Council in writing, in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Railpark with respect to expenditure of revenue provided.

The Railpark shall provide to the City Council a quarterly report (based on a calendar year), by the City Council's regular monthly meeting, following the quarter's end, on the activities conducted, and a quarterly financial statement listing the expenditures made from the revenue from the local hotel occupancy tax. It is further agreed by the Railpark that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the said revenue with any other money or maintain it in any other account.

The Railpark shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other persons, shall make the records available for inspection and review.

The City reserves the right to require an independent certified audit of these funds upon request by a majority vote of the City Council, either by requiring the Railpark to provide said audit or by retaining its own Certified Public Accountant to perform said audit. In either case the cost of said audit shall be paid from the funds collected from the hotel occupancy tax.

It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Railpark for day-to-day operations including supplies, salaries, office rental, travel expense, and other administrative costs, if done in accordance with State law, including but not limited to the applicable provisions of Subchapter B, Section 351.101 of the Texas Tax Code. The portion of the total administrative cost for which hotel occupancy tax revenue is expended may not exceed the actual administrative costs for these activities.

### V

The City Council shall review the Agreement annually prior to the budget adoption. If either party breaches this agreement, the other party must give the breaching party thirty (30) days written

notice to cure the breach. If the breaching party has not cured the breach within thirty (30) days after receipt of the written notice, then the non-breaching party shall have the option to terminate this agreement. Said notice shall be in writing stating the reason for termination and the date of said termination and delivered as herein provided.

## **VI**

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid and addressed to the City of Flatonia, P.O. Box 329, Flatonia, Texas 78941, or the Flatonia Special Projects, Inc., P.O. Box 14, Flatonia, Texas 78941.

## **VII**

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of the Agreement. However, nothing in this Agreement shall prohibit the Railpark from participating with regional or state tourism programs or to contract for joint promotions with other agencies.

## **VIII**

This Agreement shall be subject to the laws and statutes of the State of Texas.

## **IX**

The Railpark agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or damage to any property, arising from or in connection with the operations of the Railpark, its officers, agents, and employees carried out in the furtherance of this Agreement.

## **X**

In the performance of its contract, the Railpark shall not discriminate against any employee or applicant for employment or with any customer with respect to his/her tenure, terms, conditions and/or privileges of employment, or terms, conditions and/or privileges of purchase or sale, because of his/her race, color, religion, national origin, sex, ancestry, age, handicap, pregnancy, child birth, or related medical conditions. Proven breach of this covenant may be regarded as a material breach of this contract causing its termination.

## **XI**

The City shall remit annually to the Railpark an amount equal to the lesser of fifteen percent (15%) or ten thousand five hundred dollars (\$10,500) of the local hotel occupancy tax receipts that are collected for that year by the City less any expenses incurred by the City, for as long as this contract is in effect and Railpark has fulfilled all requirements hereunder. Payments equal to the actual amount collected less any expenses incurred by the City, shall be made on a quarterly basis, no later than the forty-fifth day following the last day of the quarter.

**XII**

The term of this contract shall run from October 1, 2020 to September 30, 2023 **21**.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2020:

CITY OF FLATONIA, TEXAS

By \_\_\_\_\_

Bryan Milson  
Mayor  
City of Flatonia

ATTEST:

\_\_\_\_\_  
Sarah Novo  
City Manager

APPROVED AT TO FORM:

\_\_\_\_\_  
Maria Angela Flores Beck  
City Attorney

FLATONIA SPECIAL PROJECTS

By \_\_\_\_\_

Mark Eversole  
President  
Flatonia Special Projects

## EXHIBIT B

### CONTRACT FOR SERVICES

### FOR

### PROMOTION AND TOURISM

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#### II

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Railpark the lesser of fifteen percent (15%) of the money received by the City from the local hotel occupancy tax as collected by the City Secretary in the previous year, or eleven thousand two hundred fifty dollars (\$11,250); provided, however, that the total amount available for distribution to all qualifying entities will not exceed \$75,000.00, in consideration for the Railpark advertising and promoting tourism for the visitor market from which the City derives direct tourist income benefits. The City and the Chamber may agree to make the annual payment in four quarterly payments.

The Railpark agrees that any local hotel occupancy tax funds paid to it by the City shall be used in accordance with State law, including but not limited to the applicable provisions of Subchapter B, Section 351.101 of the Texas Tax Code.

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The Railpark further agrees that it will seek to achieve economical benefit for the City through all of such activities, that it will provide tourist-related information about the City upon request, and

that it will serve as a advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

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### IV

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The Railpark shall maintain complete and accurate financial records of each expenditure of local hotel occupancy tax revenue and, upon request of the City Council or other persons, shall make the records available for inspection and review.

The City reserves the right to require an independent certified audit of these funds upon request by a majority vote of the City Council, either by requiring the Railpark to provide said audit or by retaining its own Certified Public Accountant to perform said audit. In either case the cost of said audit shall be paid from the funds collected from the hotel occupancy tax.

It is understood and agreed by and between the parties that hotel occupancy tax funds may be spent by the Railpark for day-to-day operations including supplies, salaries, office rental, travel expense, and other administrative costs, if done in accordance with State law, including but not limited to the applicable provisions of Subchapter B, Section 351.101 of the Texas Tax Code. The portion of the total administrative cost for which hotel occupancy tax revenue is expended may not exceed the actual administrative costs for these activities.

### V

The City Council shall review the Agreement annually prior to the budget adoption. If either party breaches this agreement, the other party must give the breaching party thirty (30) days written

notice to cure the breach. If the breaching party has not cured the breach within thirty (30) days after receipt of the written notice, then the non-breaching party shall have the option to terminate this agreement. Said notice shall be in writing stating the reason for termination and the date of said termination and delivered as herein provided.

## **VI**

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## **VII**

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of the Agreement. However, nothing in this Agreement shall prohibit the Railpark from participating with regional or state tourism programs or to contract for joint promotions with other agencies.

## **VIII**

This Agreement shall be subject to the laws and statutes of the State of Texas.

## **IX**

The Railpark agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or damage to any property, arising from or in connection with the operations of the Railpark, its officers, agents, and employees carried out in the furtherance of this Agreement.

## **X**

In the performance of its contract, the Railpark shall not discriminate against any employee or applicant for employment or with any customer with respect to his/her tenure, terms, conditions and/or privileges of employment, or terms, conditions and/or privileges of purchase or sale, because of his/her race, color, religion, national origin, sex, ancestry, age, handicap, pregnancy, child birth, or related medical conditions. Proven breach of this covenant may be regarded as a material breach of this contract causing its termination.

## **XI**

The City shall remit annually to the Railpark an amount equal to the lesser of fifteen percent (15%) or ten thousand five hundred dollars (\$10,500) of the local hotel occupancy tax receipts that are collected for that year by the City less any expenses incurred by the City, for as long as this contract is in effect and Railpark has fulfilled all requirements hereunder. Payments equal to the actual amount collected less any expenses incurred by the City, shall be made on a quarterly basis, no later than the forty-fifth day following the last day of the quarter.

## **XII**



The term of this contract shall run from October 1, 2020 to September 30, 2023 **21**.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2020:

CITY OF FLATONIA, TEXAS

By \_\_\_\_\_  
Bryan Milson  
Mayor  
City of Flatonia

ATTEST:

\_\_\_\_\_  
Sarah Novo  
City Manager

APPROVED AT TO FORM:

\_\_\_\_\_  
Maria Angela Flores Beck  
City Attorney

FLATONIA SPECIAL PROJECTS

By \_\_\_\_\_  
Mark Eversole  
President  
Flatonia Special Projects



# Flatonia City Council

September 8th, 2020 Council Meeting

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## **DELIBERATION**

9.1-2020.7

Consider and Take appropriate action on a Resolution of the City of Flatonia defining park names as recommended by the Parks Commission as recommended by the Flatonia Parks Commission on Wednesday, September 2<sup>nd</sup>, 2020.

**Background:** At the September 2020 Parks Commission meeting, Commission members discussed capital improvement projects, development options and potential grant opportunities for the Flatonia Park system. It was discussed that some parks may have “working” names or references within the community and the desire to formally adopt a list of park names would add to the consistency and continuity of the City of Flatonia park system. The list of park names are proposed as follows:

1. 7 Acre Park
2. Central Memorial Park
3. Flatonia Rail Park
4. Mc Whirter Park (incorporating Mulberry Creek Connector)
5. Garbade Park
6. Flato Park

### **Funding:**

There is no financial impact to the City of Flatonia in the naming of these parks. Moreover, consistency in park naming as referenced throughout City documents and related materials may assist the City in becoming more competitive in the solicitation of grants for park development projects.

### **Attachments:**

Resolution of the City Council of the City of Flatonia Adopting Park Names

RESOLUTION NO. 2020 -  
RESOLUTION OF THE CITY OF FLATONIA  
NAMING CITY PARK SITES

WHEREAS, the City of Flatonia currently owns or has long term leases on land which currently is dedicated as the location of community and neighborhood park;

WHEREAS, the City Council determined that parks provide passive and active recreational spaces which are in the best interest of the public; are in conformity with the adopted 2019 Comprehensive Plan; and will serve many public purposes, presently and in the future;

WHEREAS, at their September 2, 2020 meeting, the Parks Commission unanimously approved recommending that the City Council approve the park names: 7 Acre Park, Central Memorial Park, Flatonia Rail Park, McWhirter Park, Garbade Park, and Flato Park for the existing park spaces

NOW THEREFORE, the City Council of the City of Flatonia does resolve as follows:  
Section 1. 7 Acre Park, Central Memorial Park, Flatonia Rail Park, McWhirter Park, Garbade Park, and Flato Park.

PASSED AND ADOPTED this 8th day of September 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

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Mayor, Bryan Milson

ATTEST:

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Sarah Novo, City Manager

Approved as to form:

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Maria Angela Flores Beck, City Attorney