



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

**August 25, 2020  
City of Flatonia  
Special 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 Special Meeting of the City Council of the City of Flatonia will be held on Tuesday, August 25, 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:**

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

The meeting agenda is posted online at:

[http://www.flatoniatx.gov/page/Council\\_Agendas\\_Minutes](http://www.flatoniatx.gov/page/Council_Agendas_Minutes)

To attend the meeting remotely, via the Zoom meeting app, use the link

<https://zoom.us/j/91993352438?pwd=ZEduMW81anZiSGlqREtxREJQWXhCZz09>

Meeting ID: 919 9335 2438

Password: 189594

To attend by phone only, dial (888) 788-0099 or (346) 248-7799

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, August 25, 2020.

### **Opening Agenda**

Call to Order

Invocation & Pledge

Citizens' Participation

### **Consent Agenda**

Minutes of the August 11, 2020 Regular Council Meeting.

## Public Hearing

- PH 8.2-2020.1 Public Hearing on request from Emilio Romero to rezone of PID 506ll 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 Consumer Confidence Report submitted to the Texas Commission on Environmental Quality. (**report on quality of water supplied by the City of Flatonia Water Utility**).

## Deliberation Agenda

- 8.2- 2020.1 Consider and take appropriate action on request from Emilio Romero to rezone PID 506ll 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.
- 8.2- 2020.2 Consider and take appropriate action on the Consumer Confidence Report submitted to the Texas Commission on Environmental Quality. (**report on quality of water supplied by the City of Flatonia Water Utility**).
- 8.2 -2020.3 Consider and take appropriate action 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.
- 8.2- 2020.4 Consider and take appropriate action to authorize 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.
- 8.2-2020.5 Consider and take appropriate action on a Joint Election Agreement and Contract for Election Services Relating to an Election to be Held on November 3, 2020.
- 8.2-2020.6 Discuss, consider and possible action authorizing 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.
- 8.2-2020.7 Discuss, consider and possible action to Adopt the Citizen Participation

Plan Policy for the GLO Community Development Block Grant Programs.

- 8.2-2020.8 Consider and take appropriate action to Adopt the Financial Management Policy for the City of Flatonia
- 8.2-2020.9 Discuss, consider and possible action to Adopt the Procurement Policy for the City of Flatonia.
- 8.2-2020.10 Consider and take appropriate action on adopting a proclamation of April as Fair Housing Month
- 8.2-2020.11 Consider and take appropriate action on a Resolution to update the Hazard Mitigation Plan for mitigation actions to include new projects.

**Executive Session – Open:**

- ES8.2-2020.1 As authorized by Section 551.074, Texas Government Code the council may meet 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:*

**Executive Session – Open:**

- ES8.2-2020.2 As authorized by Section 551.071, Texas Government Code, the council may meet 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:*

**Deliberation Agenda**

- ES 8.2-2020.12 Consider and take appropriate action on approving recommendation of City Manager regarding continued employment of Melissa Brunner as City Secretary.

**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 **August 21, 2020 by 6:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

\_\_\_\_\_  
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 City Council

Staff Report  
August 25, 2020 Council Meeting

---

## **CONSENT**

### **Agenda Item:**

Approve Minutes of August 11, 2020 Regular Council Meeting

### **Recommended Motion:**

I move to approve the consent agenda to include the minutes of the August 11, 2020 Regular Meeting.

**Minutes  
Flatonia City Council  
Regular Meeting  
August 11th 2020**

**Present:**

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

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

Councilperson Donna Cockrell led the invocation. Mayor Milson led the pledge to the American Flag and the pledge to the Texas Flag.

No public comment or citizen participation.

**Consent Agenda**

Catherine Steinhauser motioned to approve the consent agenda to include the Minutes of the July 28, 2020 special meeting. Mark Eversole seconded the motion. None opposed. Motion carried.

**Workshop Agenda – open at 6:03 p.m.**

WS8.1-2020.1      The workshop was opened at 6:03 p.m. and the draft FY 2021 budget was discussed.

Workshop closed at 6:05 p.m.

8.1- 2020.1      Presentation by Joseph Willrich of Befco. Donna Cockrell made a motion to approve the bid award for 2019-2020 TxCDBG Water & Wastewater Improvements Contract #7219150 in the amount of \$273,995 to the low bidder, Supak Construction, Inc, for a total base bid for items number 1-48 plus additive alternate bid items numbers AA1-AA33. Ginny Sears seconded the motion. None opposed. Motion carried.

8.1- 2020.2      Dona Cockrell made a motion to adopt the 2020 certified appraisal roll as the tax roll for the City of Flatonia. Catherine Steinhauser seconded the

motion. None opposed. Motion carried.

- 8.1 -2020.3 Ginny Sears made a motion to designate City Manager Sarah Novo as the City's officer to calculate the No New Revenue Tax Rate and Voter Approved Tax Rate as required by Senate Bill 2 and per Chapter 26, Section 26.04 (C) of the Texas Property Tax Code. No new revenue rate for 2020 is \$.3048/\$100 and the 2020 Voter Approval Rate is \$.3157/\$100. Mark Eversole seconded the motion. None opposed. Motion carried.
- 8.1- 2020.4 The item to consider and take appropriate action on a request to rezone PID 50611 addressed with FCAD as 714 N. Walnut St., Southeast corner of Walnut St. & Collins St. from R-3 to R-2 was postponed until the August 25<sup>th</sup>, 2020 council meeting.
- 8.1- 2020.5 Ginny Sears made a motion to set the proposed tax rate for 2020 for the City of Flatonia as \$0.3150/\$100. Catherine Steinhauser seconded the motion. None opposed. Motion carried.
- 8.1-2020.6 Catherine Steinhauser made a motion to set September 8<sup>th</sup> as the date for a Public Hearing on FY 2021 Budget. Dennis Geesaman seconded the motion. None opposed. Motion carried.
- 8.1-2020.7 Dennis Geesaman made a motion to approve a resolution of the City Council authorizing the submission of a TX CDBG program application to the Texas Department of Agriculture for the Fire, Ambulance and Service Truck (FAST) fund; and authorizing the Mayor and/or City Manager to act as the City's executive officer and authorized representative in all matters pertaining to the City's participation in the TX CDBG program. Donna Cockrell seconded the motion. None opposed. Motion carried.

#### **Executive Session – open at 6:30 p.m.**

- ES8.1-2020.1 As authorized by Section 551.074, Texas Government Code, the council may enter into closed or executive session to discuss the following personnel matter and, as authorized by Section 551.071, Texas Government Code, the council may consult with the City Attorney in connection with the personnel matter listed below:

Status report on investigation of circumstances that resulted in suspension of City Secretary for thirty days with pay effective June 16, 2020, including possible extension of the suspension with pay for another period not to exceed thirty (30) days, renewable after informal review of the circumstances.

#### **Executive session - closed at 6:53 p.m.**

#### **Deliberation Agenda**

ES 8.1-2020.8

Catherine Steinhauser made a motion confirming City Manager action in renewing the suspension of the City Secretary for an additional thirty (30) days, with pay, effective August 13, 2020 subject to action by the City Council on August 25<sup>th</sup> and/or renewable after informal review of the circumstances.

**The meeting was adjourned at 6:57 p.m.**

**Signed**

Approved this 11<sup>th</sup> day of August 2020.

Bryan Milson  
Mayor

**Attest**

Sarah Novo  
City Manager





# Flatonia City Council

August 25th, 2020 Council Meeting

---

## Public Hearing

**PH 8.2-2020.1**

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.



# Flatonia City Council

August 25th, 2020 Council Meeting

---

## Public Hearing

PH8.2-2020.2

Consumer Confidence Report submitted to the Texas Commission on Environmental Quality (**report on quality of water supplied by the City of Flatonia Water Utility**).



# Flatonia City Council

August 25th, 2020 Council Meeting

---

## **DELIBERATION**

8.2-2020.1

### **Agenda Item:**

Consider and take appropriate action on request from Emilio Romero to rezone PID 50611 addressed with FCAD as 714 N. Walnut St., southeast corner of Walnut St. & Collins St. from R-3 to R-2 based upon recommendation of the City of Flatonia Planning and Zoning Commission.

### **Background:**

PID# 50611

Request for Zoning Change from R-3 to R-2

This property was originally zoned as R-1. In 2011, the property owner at the time came before the Planning and Zoning Commission with a request to change the zoning of this property from R-1 to R-3 with the reason being an anticipated sale of the property to adjoining property owners who were zoned R-3 and operating manufactured home parks. At the time the rezone made sense if the property was intended for purchase and continued use as an extension of the existing parks, however the sale to adjacent landowners fell through after the request for rezone had been granted. The lot size of this property on its own is not large enough to accommodate a manufactured home park to be developed on site in accordance with current zoning.

The current property owner is Emilio Romero. Mr. Romero recently came to city hall to inquire about placing a single manufactured home on the lot as a home for his family. With the current R-3 zoning, this property allows a manufactured home park to be developed however lot size restricts this development. Current zoning does not allow the placement of a double-wide manufactured home by itself. The applicant is requesting the property be rezoned as R-2, which would allow the placement of a manufactured home. This request was appropriately noticed with a publication in the Flatonia Argus and notices mailed to surrounding property owners with an opportunity to respond. One comment was received and is attached. A public hearing was held on August 3<sup>rd</sup>, 2020 and subsequent consideration by the Planning and Zoning Commission who voted in unanimous approval to recommend this

project for Council consideration. This rezone would not constitute a “spot zone” as the property to the west of N Walnut is already zoned as R-2.

**Recommended Motion:**

I move to approve the request from Emilio Romero to rezone 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) to allow for the installation of a single manufactured home which is consistent with surrounding uses and zoning.

**Exhibits:**

- A. City of Flatonia Zoning Review Request Form
- B. Notice of Public Hearing
- C. Notice to Landowners
- D. Map of Noticing
- E. Landowner Notice Addressing
- F. Response from Landowners
- G. Site photos
- H. Code of Ordinances

EXHIBIT A

City of Flatonia  
Zoning Review Request Form

- Request for Zoning Change (\$100.00 Application fee)
- Request for Variance (\$100.00 Application fee)
- Request for Conditional Use Permit (\$100.00 Application fee)
- Other -explain below (Application fee \$ \_\_\_\_\_)

Date 6-15-20 Receipt # FEE WAIVED

Name of Property Owner EMILIO ROMERO

Physical address of property affected 714 WALNUT

Appraisal District Property ID# 50611 Zone R-3

Requested change CHANGE TO R-2 TO ALLOW  
PLACEMENT OF A SINGLE "DOUBLE-WIDE"  
MANUFACTURED HOME.

Mailing address of property owner P.O. Box 338  
Flatonia, Tx 78941

Contact phone number of property owner (979) 249-6364

Email address \_\_\_\_\_

Check all of the items for documentation you are providing for your hearing:

- Map(s)
- Survey
- Photograph(s)
- Plans/blueprint
- PowerPoint presentation
- Other

Additional information may be necessary.

Emilio M. Romero  
Signature of Property Owner

FOR CITY USE ONLY:

REQUEST IS APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

I. Date of notification to City	II. Deadline for publication in paper	III. Deadline to notify property owners by mail
<u>6-15-20</u>	<u>7-13-20</u>	<u>7-17-20</u>

P & Z Meeting date: AUG. 3 2020 City Council Meeting date: AUG. 11, 2020

NOTES: \_\_\_\_\_

EXHIBIT B  
PUBLIC HEARING NOTICE

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Planning and Zoning Commission of the City of Flatonia, Texas, at the Flatonia City Hall, 125 East South Main, Flatonia, Texas, at a meeting to be held at 6:00 p.m. on Monday, August 3rd, 2020 on the matter described below. The Flatonia City Council will also hold a public hearing on the same matter at a meeting to be held at 6:00 p.m. on Tuesday, August 11th, 2020.

Emilio Romero is requesting a 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.

The Flatonia Planning and Zoning Commission will make a recommendation to the Flatonia City Council regarding the request. The City Council will act on the recommendation from the Planning and Zoning Commission at its meeting on Tuesday, August 11, 2020, at 6:00 p.m.

All interested citizens are invited to attend said meetings.

Anyone having questions regarding this rezone request are encouraged to contact the City Manager, Sarah Novo, at [manager@ci.flatonia.tx.us](mailto:manager@ci.flatonia.tx.us), or (361) 865-3548.



July 17, 2020

**Notice to Landowners  
Zoning Change Application**

An application has been filed with the City of Flatonia requesting a zoning change for a property located in the area of property you own in the City of Flatonia.

**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 Planning and Zoning Commission of the City of Flatonia will be held on Monday, August 3, 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:**

Emilio Romero has submitted a request to the City of Flatonia requesting that the zoning designation of property he owns located at 714 Walnut Street (PID 50611) be changed. The property is currently in the zoning classification of High Density Residential (R-3). He is requesting the zoning classification for this property be changed to Medium Density Residential (R-2) to allow for the installation of a single manufactured home.

A public hearing will be held by the Planning and Zoning Commission of the City of Flatonia, Texas, at the Flatonia City Hall, 125 East South Main, Flatonia, Texas, at a meeting to be held at 6:00 p.m. on Monday, August 3, 2020 on the matter described above. The Flatonia Planning and Zoning Commission will make a recommendation to the Flatonia City Council regarding the request. The Flatonia City Council will also hold a public hearing and may act on the recommendation from the Planning and Zoning Commission on the same matter at a meeting to be held at 6:00 p.m. on Tuesday, August 11, 2020.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

The meeting agenda is posted online at:

[http://www.flatoniatx.gov/page/Council\\_Agendas\\_Minutes](http://www.flatoniatx.gov/page/Council_Agendas_Minutes)

To attend the meeting remotely, via the Zoom meeting app, use the link

<https://zoom.us/j/95636675573?pwd=UEtUS2VnYWJkcmN4UmJkRVc0Z0gxUT09>

Meeting ID: 956 3667 5573

## EXHIBIT D MAP OF NOTICING

Fayette County 911 Addressing  
(379)968-6489



Properties that are within the city limits of Flatonia and within 200' of PID: 50611



The information on this map has been provided by Fayette County staff from a variety of sources and is subject to change without notice. Fayette County makes no claim, guarantee, or promise about the accuracy or completeness of the data and hereby disclaims a responsibility for any errors or omissions. Resurveyed boundaries are approximate and should not be used for exact measurement or legal documentation.

2018 Pictometry  
City Limits

1 inch = 150 feet



## EXHIBIT E LANDOWNER NOTICE ADDRESSING

PROP_ID	first name	last name	situs_num	situs_stre	situs_st_1	addr_line1	addr_line2	city	state	zip
25417	JUANA & JUAN	VALDEZ	WALNUT		ST		P O BOX 1008	FLATONIA	TX	78941
25509	FREDDIE LEE	WILLIAMS	WALNUT		ST (EASEMENT)		BOX 274	FLATONIA	TX	78941
27970	TONYA	GUYTON	714		WALNUT ST		714 WALNUT	FLATONIA	TX	78941
28022	GRADY MANUEL	EST	800 N		WALNUT ST	% KAILA BROWN	19010 BUFFALO RIVER WAY	HOUSTON	TX	77084
28102	JOHNNIE	WILLIS	WALNUT		ST		P O BOX 738	FLATONIA	TX	78941
28109	AJNDJ	LLC	709 N		WALNUT ST		P O BOX 828	LA GRANGE	TX	78945
28112	COMA	WILLIAMS	WALNUT OR		HACKBERRY ST	% RAYMOND WILLIAMS	15167 CHUPAROSA ST	VICTORVILLE	CA	92394
50611	EMILIO	ROMERO	714		WALNUT ST		P O BOX 338	FLATONIA	TX	78941
51032	JUANA	MENDEZ	811		WALNUT ST		P O BOX 1008	FLATONIA	TX	78941
51390	ALEX	METCALF	705		COLLINS ST		PO Box 329	WAELEDER	TX	78959
58695	GERALDO MORALES EST	& FLORES PATRICA EST	640		WALNUT ST		P O BOX 502	FLATONIA	TX	78941



EXHIBIT F  
RESPONSE FROM LANDOWNERS

Password: 085027

To attend by phone only, dial (888) 788-0099 or (346) 248-7799

The public hearing is open to any interested person. The reply form on the back of this letter can be used if you would like to submit written comments. All written comments submitted before the public hearing will be read at the public hearing.

Notice of the public hearing has already been published in the Flatonia Argus. If you have any questions regarding this notice or the Zoning Change Application, please contact City Manager, Sarah Novo at [manager@ci.flatonia.tx.us](mailto:manager@ci.flatonia.tx.us) or 361-865-3548.

**Reply Form**

In order to be on record, this form may be filled out and mailed to:

City of Flatonia  
Planning & Zoning Dept.  
P.O. Box 329  
Flatonia, TX 78941



**REPLY**

Name: ATINDI LLC (Jay)  
Address: P O Box 828  
La Grange, Tx 76445  
Phone: 1-(512) 825-1770

- In Favor  
 Opposed

Reasons and/or Comments:

Good luck and better for his life  
so he can have his own house

- I do plan to speak at the public hearing on August 3, 2020.  
 I do not plan to speak at the public hearing on August 3, 2020.

Signature: J. M. Tajal (Jay)

EXHIBIT G  
SITE PHOTOS







EXHIBIT H  
 CITY OF FLATONIA CODE OF ORDINANCES  
 ARTICLE III  
 ZONING DISTRICT USE REGULATIONS

**SECTION 3. TABLE OF PERMITTED USES - RESIDENTIAL DISTRICTS**

PERMITTED USES	ZONING DISTRICTS		
	R-1	R-2	R-3
RURAL AND RELATED USES			
Agriculture	X		
Plant Nursery	CC		
RESIDENTIAL AND RELATED USES			
Home occupation (business within a dwelling unit)	X	X	X
Dwelling, Single-Family Attached (DSFA)(1)(2)(3)	X (1)	X (2)	X (3)
Dwelling, Single-Family Detached (DSFD)(4)(5)(6)	X (4)	X (5)	X (6)
Dwelling, Multifamily (DMF)			X
Dwelling, Two-Family (DTF)(7)	X(7)	X	X
Bed and Breakfast	CC	X	X
Rooming or Boarding House			X
Garage Apartment	CC	X	X
<b>Manufactured Home</b>		<b>X</b>	
Manufactured Home Park			X



# Flatonia City Council

August 25th, 2020 Council Meeting

## DELIBERATION

8.2-2020.2

**Agenda Item:** Consider and take appropriate action on the Consumer Confidence Report

**Background:** A public hearing notice regarding the Consumer Confidence report was published in the August 20<sup>th</sup> edition of the Flatonia Argus. A copy of the report is attached below for review and consideration.

### 2019 Consumer Confidence Report for Public Water System CITY OF FLATONIA

This is your water quality report for January 1 to December 31, 2019

CITY OF FLATONIA provides ground water from [Insert source name of aquifer, reservoir, and/or river] located in [Insert name of County or City].

For more information regarding this report contact:

Name Jack Pavlas

Phone 361-865-9213

Este reporte incluye información importante sobre el agua para tomar. Para asistencia en español, favor de llamar al telefono (361) 865-3548 \_\_\_\_.

#### Definitions and Abbreviations

##### Definitions and Abbreviations

Action Level:	The following tables contain scientific terms and measures, some of which may require explanation.
Action Level Goal (ALG):	The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
Avg:	The level of a contaminant in drinking water below which there is no known or expected risk to health. ALGs allow for a margin of safety.
Level 1 Assessment:	Regulatory compliance with some MCLs are based on running annual average of monthly samples.
Level 2 Assessment:	A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.
Maximum Contaminant Level or MCL:	A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.
Maximum Contaminant Level Goal or MCLG:	The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
Maximum residual disinfectant level or MRDL:	The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
Maximum residual disinfectant level goal or MRDLG:	The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
MFL	The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
mrem:	million fibers per liter (a measure of asbestos)
na:	millirems per year (a measure of radiation absorbed by the body)
NTU	not applicable.
pCi/L	nephelometric turbidity units (a measure of turbidity)
	picocuries per liter (a measure of radioactivity)

## Definitions and Abbreviations

ppb:	micrograms per liter or parts per billion - or one ounce in 7,350,000 gallons of water.
ppm:	milligrams per liter or parts per million - or one ounce in 7,350 gallons of water.
ppq	parts per quadrillion, or picograms per liter (pg/L)
ppt	parts per trillion, or nanograms per liter (ng/L)
Treatment Technique or TT:	A required process intended to reduce the level of a contaminant in drinking water.

## Information about your Drinking Water

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline at (800) 426-4791.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Contaminants may be found in drinking water that may cause taste, color, or odor problems. These types of problems are not necessarily causes for health concerns. For more information on taste, odor, or color of drinking water, please contact the system's business office.

You may be more vulnerable than the general population to certain microbial contaminants, such as *Cryptosporidium*, in drinking water. Infants, some elderly, or immunocompromised persons such as those undergoing chemotherapy for cancer; persons who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders, can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care providers. Additional guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* are available from the Safe Drinking Water Hotline (800-426-4791).

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high quality drinking water, but we cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

**Information about Source Water**

\*TCEQ completed an assessment of your source water, and results indicate that some of our sources are susceptible to certain contaminants. The sampling requirements for your water system is based on this susceptibility and previous sample data. Any detections of these contaminants will be found in this Consumer Confidence Report. For more information on source water assessments and protection efforts at our system contact [insert water system contact][insert phone number]

Lead and Copper	Date Sampled	MCLG	Action Level (AL)	90th Percentile	# Sites Over AL	Units	Violation	Likely Source of Contamination
Copper	2019	1.3	1.3	0.173	0	ppm	N	Erosion of natural deposits; Leaching from wood preservatives; Corrosion of household plumbing systems.
Lead	2019	0	15	6	1	ppb	N	Corrosion of household plumbing systems; Erosion of natural deposits.

**2019 Water Quality Test Results**

Disinfection By-Products	Collection Date	Highest Level Detected	Range of Individual Samples	MCLG	MCL	Units	Violation	Likely Source of Contamination
Haloacetic Acids (HAA5)	2019	5	5.1 - 5.1	No goal for the total	60	ppb	N	By-product of drinking water disinfection.

\* The value in the Highest Level or Average Detected column is the highest average of all HAA5 sample results collected at a location over a year



<b>Total Trihalomethanes (TTHM)</b>	2019	42	41.8 - 41.8	No goal for the total	80	ppb	N	By-product of drinking water disinfection.
-------------------------------------	------	----	-------------	-----------------------	----	-----	---	--

\* The value in the Highest Level or Average Detected column is the highest average of all TTHM sample results collected at a location over a year

Inorganic Contaminants	Collection Date	Highest Level Detected	Range of Individual Samples	MCLG	MCL	Units	Violation	Likely Source of Contamination
<b>Arsenic</b>	2019	9	4.7 - 14.9	0	10	ppb	N	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes.

While your drinking water meets EPA standards for arsenic, it does contain low levels of arsenic. EPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

<b>Barium</b>	11/30/2017	0.038	0.038 - 0.038	2	2	ppm	N	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.
<b>Fluoride</b>	11/30/2017	0.43	0.43 - 0.43	4	4.0	ppm	N	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories.
<b>Selenium</b>	11/30/2017	3.1	3.1 - 3.1	50	50	ppb	N	Discharge from petroleum and metal refineries; Erosion of natural deposits; Discharge from mines.

Radioactive Contaminants	Collection Date	Highest Level Detected	Range of Individual Samples	MCLG	MCL	Units	Violation	Likely Source of Contamination
<b>Beta/photon emitters</b>	2019	6.2	6.2 - 6.2	0	50	pCi/L*	N	Decay of natural and man-made deposits.

\*EPA considers 50 pCi/L to be the level of concern for beta particles.

<b>Combined Radium 226/228</b>	2019	2.74	2.74 - 2.74	0	5	pCi/L	N	Erosion of natural deposits.
<b>Gross alpha excluding radon and uranium</b>	2019	6	6 - 6	0	15	pCi/L	N	Erosion of natural deposits.
<b>Uranium</b>	2019	5.8	5.8 - 5.8	0	30	ug/l	N	Erosion of natural deposits.

Volatile Organic Contaminants	Collection Date	Highest Level Detected	Range of Individual Samples	MCLG	MCL	Units	Violation	Likely Source of Contamination
Xylenes	2019	0.0014	0 - 0.0014	10	10	ppm	N	Discharge from petroleum factories; Discharge from chemical factories.

**Disinfectant Residual**

'A blank disinfectant residual table has been added to the CCR template, you will need to add data to the fields. Your data can be taken off the Disinfectant Level Quarterly Operating Reports (DLQOR).'

Disinfectant Residual	Year	Average Level	Range of Levels Detected	MRDL	MRDLG	Unit of Measure	Violation (Y/N)	Source in Drinking Water
Free Chlorine	2019	1.20	.53 - 2.20	4	4	PPM	N	Water additive used to control microbes.

**Violations**

Lead and Copper Rule			
The Lead and Copper Rule protects public health by minimizing lead and copper levels in drinking water, primarily by reducing water corrosivity. Lead and copper enter drinking water mainly from corrosion of lead and copper containing plumbing materials.			
Violation Type	Violation Begin	Violation End	Violation Explanation
FOLLOW-UP OR ROUTINE TAP M/R (LCR)	10/01/2019	2019	We failed to test our drinking water for the contaminant and period indicated. Because of this failure, we cannot be sure of the quality of our drinking water during the period indicated.



# Flatonia City Council

August 25<sup>th</sup>, 2020 Council Meeting

---

## DELIBERATION

8.2-2020.3

**Agenda Item:** Consider and take appropriate action 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.

**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 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 an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

In accordance with the expiring contract, 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 has requested an increase in City contribution toward their contract in accordance with economic increases. 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

Attached:

Exhibit A – Contract for Services for Promotion and Tourism, Flatonia Chamber of Commerce

Exhibit B – Contract for Services for Promotion and Tourism, E.A. Arnim Archives and Museum

Exhibit C - Contract for Services for Promotion and Tourism, Flatonia Special Projects

**EXHIBIT A**

**CONTRACT FOR SERVICES**

**FOR**

**PROMOTION AND TOURISM**

THIS CONTRACTUAL AGREEMENT, made and entered into this the 26th day of August 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 September 30, 2023.

**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%) 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 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 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 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, 2023.

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 28<sup>th</sup> day of August 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 September 30, 2023.

**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%) 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 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 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 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.

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 C**  
**CONTRACT FOR SERVICES**  
**FOR**  
**PROMOTION AND TOURISM**

THIS CONTRACTUAL AGREEMENT, made and entered into this the 28th day of August 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 September 30, 2023.

**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%) 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.

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 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 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.

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

August 25th, 2020 Council Meeting

---

## **DELIBERATION**

8.2-2020.4

### **Agenda Item:**

Consider and take appropriate action authorizing the City Manager to make payment to Patrick Rosenhauer in the amount of \$485.13 for the reimbursement of two plumbing invoices incurred from excess wastewater on private property resulting from a failure in the City's water line.

PATRICK J. ROSENAUER  
3643 HUNTERS PIER  
SAN ANTONIO, TEXAS 78230  
210-493-8388 Home  
210-421-1855 Cell

July 23, 2020

Mr. Jack Pavlas  
Director of Utilities  
City of Flatonia  
P.O. Box 329  
Flatonia, Texas 78941

Dear Mr. Pavlas:

We spoke by phone on Friday, July 9, 2020, concerning the plumbing issues I was having at my home at 418 S. Hudson in Flatonia. The issues relate to a broken sewer line pipe on my property which in my opinion was caused by back-flow pressure in the pipe, which was the result of a collapsed sewer main along S. Hudson Street. Apparently, rainwater was able to access the city's pipe adding further pressure in the pipe behind the blockage, with the water in the sewer line backing onto my property. Enclosed you will find two bills from Leon's Plumbing trying to find the source of the water coming from under my home and clean-outs. A city employee, Kyle Koncaba, witnessed the water flow associated with the second bill for work done on June 26<sup>th</sup>. I am asking that the City of Flatonia reimburse me for the bills, given that the problem causing the issue was the City's responsibility.

Further, as stated above, I believe the City's collapsed pipe caused the original break in my sewer line which occurred in late February of this year. I was in Flatonia over a weekend and when I flushed the commode in the utility room, I heard an explosion and rattling in pipes under the house. Thereafter sewer water flowed from under my home. It has a pier and beam foundation. Since it was the weekend I waited until Monday to call Leon's, as the house is not my primary home. Leon's did not show up until March 24 and diagnosed the problem as a broken sewer line directly under the commode. In their opinion the fact that my home and pipe may have settled, the line from immediately under my home to its connection with the main sewer line in my yard was slightly lower than where it joined the main line leading out into the street. The line had apparently at some point, way in the past, been patched. When I flushed the commode, pressure in the pipe aggravated by the slight incline caused the patch to blow-out. That was Leon's opinion. Looking back, however, I believe the City's line on S. Hudson was probably the problem, with water backing up, as it continued to do every time it rained, into my sewer line. If my line from under the commode was lower than where it joined the main line in my yard, even more pressure was put on the line under the commode. I enclosed a copy of the bill for the March 24<sup>th</sup> work. The sewer work was not broken out on the bill as I had other work done while Leon's was there. Given the age of the pipe I am not asking for the City to bear this cost even though I believe it was responsible. I do not know if anyone can say what exactly caused the line under my home to break but I believe it was caused by city sewer and rain water entering the sewer line on my property, increasing the water pressure in the line and when I flushed the commode, the water had no where to go and blew-out the patch.

After the work was done repairing the line under the house everything seemed in order for the next four to six weeks. Given what Eddie with Leon's told me about the incline in the pipe, I never again used the commode in the utility room. I was in Flatonia on Friday, June the 12<sup>th</sup>. It had apparently rained in Flatonia the previous evening or that morning, given the standing water I was seeing. When I flushed another commode in the home involving a different segment of sewer pipe in my yard, having nothing to do with the line that was broken, I again observed water coming from under my home. Water also came out the various clean-outs. I immediately called Leon's but they did not come out until Tuesday, June 16<sup>th</sup>. By the 16<sup>th</sup> water was no longer coming out from under the house or the clean-outs. Leon's could not find any blockages in my yard but given the muck under my house did not crawl under it to check out the patch. Two weeks later, on June 26<sup>th</sup>, I was again in Flatonia and that morning it rained heavily and again, I had water coming out from under my home and from the clean-outs. I again called Leon's and they arrived later that afternoon and water was still coming from the clean-outs. They ran their roofer and found no blockage in my yard but diagnosed that the water must be coming from the city's main sewer line. I then called the city around 4 to 4:30 pm on that Friday to report the issue.

I will be Flatonia on July 24<sup>th</sup> and will crawl under the house and inspect the line and hope that the repair job has held and that the patch has not blown out again. If it had, it has to be the City's fault as I have not used the bathroom associated with that section of sewer pipe since the problem in February, given what Leon's stated was the problem with the incline of the pipe.

The last two service calls to Leon's, June 16<sup>th</sup> and June 26<sup>th</sup>, were directly attributable to the City's problem with their sewer line. The water coming from under my home and clean-outs necessitated the calls to Leon's to find the problem. They finally did on June 26<sup>th</sup>, determining that the water was coming from the City's sewer line. I would appreciate the City accepting responsibility and reimbursing me for the last two bills dated June 16<sup>th</sup> and June 26<sup>th</sup>. The bill from March 24<sup>th</sup> I will bear, even though I feel the City is responsible for the damage to my sewer pipe. I hope, given what happened with water coming out from under the house twice in June, that the pipe did not break again. If it did I will be sending the city another bill.

Sincerely,



Patrick Rosenauer

Enclosures

Leons Electric and Plumbing, Inc.  
 719 Upton Ave.  
 P.O. Box 190  
 Schulenburg, TX 78956



STATEMENT

DATE
4/2/2020

Patrick J. Rosenauer  
 3643 Hunter's Pier  
 San Antonio, TX 78230

AMOUNT REMITTED

\$

Page 1

Activity From: 3/1/2020

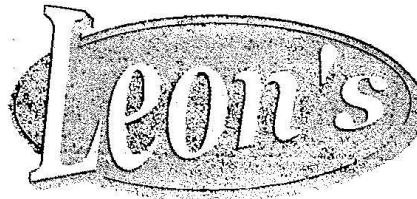
To: 4/2/2020

Balance Forward: \$0.00

DATE	REF. NO.	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
3/31/2020	00164091		\$895.89		\$895.89

☺ Thank You!

*Cindy*



4/2/2020	Finance Charge		\$0.00	\$895.89
CURRENT	Mar	Feb	Pre-Feb	AMOUNT DUE
\$895.89				\$895.89

Please send Payments to P.O. Box 190, Schulenburg, TX 78956. Major credit cards accepted.  
 18% APR is added to invoices over 30 days. Thank You (866) 743-3056

Leon's Electric and Plumbing, Inc.  
 719 Upton Ave.  
 P.O. Box 190  
 Schulenburg, TX 78956

Invoice #: 00164091  
 Date: 3/31/2020  
 Purchase Order #: sewer line

Page: 1

Salesperson: Eddie Faith

Bill To:

Ship To:

Patrick J. Rosenauer  
 3643 Hunter's Pier  
 San Antonio, TX 78230

Patrick J. Rosenauer  
 418 Hudson St.  
 Flatonia, TX 78941

DATE	NOTES	Job	AMOUNT	T
3/24/2020	Busted sewer line under house (BIG HOUSE) Call cell# WATER IS CUT OFF TO HOUSE NOW Commode in utility room and 1/2 south side commode - replace guts TALK TO HIM ABOUT NEW FAUCET AND NEW LOCATION???? ESTIMATE Service to dig up and locate 4" sewer line to find broken cast iron in ground. Cut out and put in clean out to fix and covered up Installed new hose bibb on side of house. Hooked to water line under house. put new flapper on toilet 4" Two Way Clean Out, Fernco, Pipe, Fluidmaser Flapper, Etc. Fuel surcharge		\$710.00          \$153.52 \$18.20	



Comment:

TACLA00010545C / TEC 19173  
 Texas Department of Licensing and Regulation P.O. Box 12157, Austin, TX 78711  
 (800) 803-9202  
 TMPL 1390  
 Texas State Board of Plumbing Examiners P.O. Box 4200, Austin, TX 78765-4200  
 (800) 845-6584

Freight:	\$0.00
Sales Tax:	\$14.17
Total Amount:	\$895.89
Amount Applied:	\$0.00
Balance Due:	\$895.89
Terms: Net 10 after EOM	

LEON'S ELECTRIC & PLUMBING, INC.



HVAC, Electrical, Plumbing & Refrigeration Contractors  
Sales & Service Since 1959

P.O. Box 190 Schulenburg, Texas 78956  
(979) 743-3056

Lic. TACLA010545C Lic. TMPL13697 Lic. TECL19173

164091

164091

SERVICE  PICK UP  PHONE  
 INSTALL  DELIVER

761-865-2453

REPAIR IN  HOME  SHOP DATE OF ORDER 2/24/20 DATE PROMISED CONTACT PERSON Patrick

NAME Patrick G. Rosenauer

ADDRESS 418 Hudson St. APARTMENT

CITY PLATONIA, TX DATE OF ORIG. INSTAL.

MAKE MODEL SERIAL NO.

NATURE OF SERVICE REQUEST Busted sewer line under house (Big hole) Call well & water is cut off to house now Commode in utility room and 1/2 room side commode - replace guts Estimate:

ESTIMATE  WARRANTY  CONTRACT  CASH  CHARGE  C.O.D.

QUAN.	PART NO.	DESCRIPTION	PRICE	AMOUNT
1		4" 2 way cleanout		34.5
2		4" fence		21.0
1		4" flange with plug		18.1
4 ft		4" PVC pipe		11.0
20 ft		1/2" PVC pipe 25.00	1 - 3/4" per T = 1/2 3.88	28.8
1		1/2" hose bib 12.99	2 - 3/4" per sleeves 1.30	14.0
1		2" per new brass 7.15	2 - 1/2" per sleeves .70	7.8
		Fluidmaster 3" flapper		16.95

SERVICE PERFORMED	MATERIAL	FUEL SURCHARGE	SUBTOTAL	TECHNICAL SERVICE TIME	TAX	TOTAL	DEPOSIT
<u>dig up and locate 4" sewer line to find broken cast iron in ground. cut out and put in cleanout do fix cover up. install new hose bib in side of house. hook to water line under house. put new flapper in toilet.</u>	153.5	18.2	171.7	710.0	14.1	895.8	

Regulated by the Texas Department of Licensing & Regulation.  
P.O. Box 12157 • Austin, TX 78711 (500) 803-9202 • (512) 483-6599  
www.license.state.tx.us/complaints

Thank You!

DATE COMPLETED 3-24-2020 CASH ON COMPLETION OF WORK  BALANCE DUE 895.80

I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment has been left in good condition

Technician Eddie Ross Customer's Signature Patrick

Leons Electric and Plumbing, Inc.  
 719 Upton Ave.  
 P.O. Box 190  
 Schulenburg, TX 78956

Invoice #: 00166419  
 Date: 7/15/2020  
 Purchase Order #: plumbing

Page: 1

Salesperson: Gregory Kubenka

Bill To:

Ship To:

Patrick J. Rosenauer  
 3643 Hunter's Pier  
 San Antonio, TX 78230

Patrick J. Rosenauer  
 418 Hudson St.  
 Flatonia, TX 78941

DATE	NOTES	Job	AMOUNT	Ta
6/16/2020	Talk to Mr. rosenauer 210 # about drainage problem and leak at toilet in utility; GO ASAP Service to check around along street and located clean outs under ground and uncovered. Located other clean outs and ran roto roter all the way to the street. rant water and flushed toilets while running roter D raining good. Big Roto Rooter Fuel surcharge		\$168.75	
			\$65.00	X
			\$15.60	X

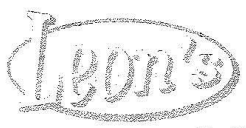


Comment:

TACLA00010545C / TEC 19173  
 Texas Department of Licensing and Regulation P.O. Box 12157, Austin, TX 78711  
 (800) 803-9202  
 TMPL 1390  
 Texas State Board of Plumbing Examiners P.O. Box 4200, Austin, TX 78765-4200  
 (800) 845-6584

Freight:	\$0.00
Sales Tax:	\$6.65
Total Amount:	\$256.00
Amount Applied:	\$0.00
Balance Due:	\$256.00
Terms: Net 10 after EOM	

2419



LEON'S ELECTRIC & PLUMBING, INC.

HVAC, Electrical, Plumbing & Refrigeration Contractors Sales & Service Since 1959 P.O. Box 190 Schulenburg, Texas 78956 (979) 743-3056

Lic. TACLA0105450 Lic. TMPL13697 Lic. TECL19173

166419

361-865-2453

<input checked="" type="checkbox"/> SERVICE <input type="checkbox"/> INSTALL	<input type="checkbox"/> PICK UP <input type="checkbox"/> DELIVER	PHONE
REPAIR IN <input checked="" type="checkbox"/> HOME <input type="checkbox"/> SHOP	DATE OF ORDER 6/12/20	DATE PROMISED
NAME Patrick G. Rosenauer		CONTACT PERSON Patrick
ADDRESS 418 Hudson St.		APARTMENT
CITY Tipton TX		DATE OF ORIG. INSTAL.
MAKE	MODEL	SERIAL NO.
NATURE OF SERVICE REQUEST TALK to Patrick 210# about drainage problem + LEAK at toilet in utility Go ASAP	<input type="checkbox"/> ESTIMATE <input type="checkbox"/> WARRANTY <input type="checkbox"/> CONTRACT <input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHARGE <input type="checkbox"/> C.O.D.	

QUAN.	PART NO.	DESCRIPTION	PRICE	AMOUNT
		big rats rotes		65.00

SERVICE PERFORMED 6-16-20 Checked around along street and located a cleanout under ground and uncovered. Located other cleanouts and ran rotes all the way to the street. Ran water and flushed toilets while running rotes. Draining great. It WAS RAINING that day also. most of drain down. Thank You!	MATERIAL	65.00
	FUEL SURCHARGE	15.66
	SUBTOTAL	80.66
	TECHNICAL SERVICE TIME	168.75
	TAX	6.65
	TOTAL	
	DEPOSIT	
DATE COMPLETED 6-16-20	CASH ON COMPLETION OF WORK	BALANCE DUE 250.00

Regulated by the Texas Department of Licensing & Regulation. P.O. Box 12157 • Austin, TX 78711 (800) 803-9202 • (512) 463-6599 www.license.state.tx.us/complaints

I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment has been left in good condition.

Technician: [Signature] Customer's Signature: [Signature]



Leons Electric and Plumbing, Inc.  
 719 Upton Ave.  
 P.O. Box 190  
 Schulenburg, TX 78956

Invoice #: 00166771  
 Date: 7/15/2020  
 Purchase Order #: plumbing

Page: 1

Salesperson: Eddie Faith

Bill To:

Ship To:

Patrick J. Rosenauer  
 3643 Hunter's Pier  
 San Antonio, TX 78230

Patrick J. Rosenauer  
 418 Hudson St.  
 Flatonia, TX 78941

DATE	NOTES	Job	AMOUNT	Ti
6/26/2020	Check plumbing Service to find on rainy day water was coming out of cleanouts in yard by street. Ran roto down street line and could not clear Big Roto Rooter Fuel surcharge		\$141.88 \$65.00 \$15.60	

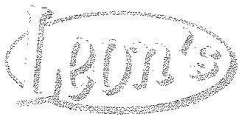


Comment:

TACLA00010545C / TEC 19173  
 Texas Department of Licensing and Regulation P.O. Box 12157, Austin, TX 78711  
 (800) 803-9202  
 TMPL 1390  
 Texas State Board of Plumbing Examiners P.O. Box 4200, Austin, TX 78765-4200  
 (800) 845-6584

Freight:	\$0.00
Sales Tax:	\$6.65
Total Amount:	\$229.13
Amount Applied:	\$0.00
Balance Due:	\$229.13
Terms: Net 10 after EOM	


166771



LEON'S ELECTRIC & PLUMBING, INC.

HVAC, Electrical, Plumbing & Refrigeration Contractors  
Sales & Service Since 1959  
P.O. Box 190 Schuleburg, Texas 78966  
(979) 743-3056  
Lic. TACLA010945C Lic. TMPL13697 Lic. TECL19173

166771

<input type="checkbox"/> SERVICE <input type="checkbox"/> INSTALL	<input type="checkbox"/> PICK UP <input type="checkbox"/> DELIVER	PHONE <b>210-421-1955</b>
REPAIR IN <input type="checkbox"/> HOME <input type="checkbox"/> SHOP	DATE OF ORDER	DATE PROMISED
NAME <b>PATRICK ROSPARA</b>		CONTACT PERSON
ADDRESS		APARTMENT
CITY		DATE OF ORIG. INSTAL.
MAKE	MODEL	SERIAL NO.
NATURE OF SERVICE REQUEST  <b>clogged line</b>	<input type="checkbox"/> ESTIMATE <input type="checkbox"/> WARRANTY <input type="checkbox"/> CONTRACT <input type="checkbox"/> CASH <input type="checkbox"/> CHARGE <input type="checkbox"/> C.O.D.	

QUAN.	PART NO.	DESCRIPTION	PRICE	AMOUNT
		<b>big rot router</b>		<b>65.00</b>

SERVICE PERFORMED <b>1 day day work only at of all elements in yard by Street the rot down street line could not clean.</b>	MATERIAL	<b>65.00</b>
	FUEL SURCHARGE	<b>15.00</b>
	SUBTOTAL	<b>80.00</b>
	TECHNICAL SERVICE TIME	<b>141.88</b>
	TAX	<b>6.00</b>
	TOTAL	

Regulated by the Texas Department of Licensing & Regulation, P.O. Box 12157 • Austin, TX 78711 (800) 803-8202 • (512) 463-6599 www.license.state.tx.us/complaints

Thank You!

DATE COMPLETED <b>6-26-2020</b>	<b>CASH</b> ON COMPLETION OF WORK →	BALANCE DUE <b>229.11</b>
------------------------------------	-------------------------------------	------------------------------

I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment has been left in good condition

Technician **Eddie Fair** Customer's Signature \_\_\_\_\_



# Flatonia City Council

August 25th, 2020 Council Meeting

---

## DELIBERATION

8.2-2020.5

**Agenda Item:** Consider and take appropriate action on a Joint Election Agreement and Contract for Election Services Relating to an Election to be Held on November 3, 2020.

**Summary:** The City of Flatonia has expended a substantial amount of capital in the purchase of software, supplies and technology in preparation of changes to the election process as a result of the coronavirus pandemic. Most cities within Fayette county with exception to Flatonia and Carmine contract with an election administrator to provide election services to their communities. The election administrator is aware of the capital already invested by the City of Flatonia in preparation of this year's election and has agreed to offer the City election services for this election at a discounted rate.

Election services include administration, coordination, supervision, and handling of all aspects of administering the Joint Election as provided in the attached agreement. Under the agreement, the City would compensate Fayette County and the Fayette County Elections Administrator an estimated \$1,569.00 for equipment, supplies, services, and administrative costs as provided in the agreement, with credit provided to those services, equipment and supplies already purchased. The City continues to be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the City's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

### Attachments:

1. Joint Election Agreement and Contract for Election Services Relating to an Election to be Held on November 3, 2020.

### Exhibits:

- A. Early voting information
- B. 2020 General Election Voting Locations
- C. Estimated Election Expenses

**JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES  
RELATING TO AN ELECTION TO BE HELD ON NOVEMBER 3, 2020**

THE STATE OF TEXAS       §  
  §  
COUNTY OF FAYETTE       §

THIS CONTRACT for elections services is made by and between the duly appointed FAYETTE COUNTY ELECTIONS ADMINISTRATOR (“the ELECTIONS ADMINISTRATOR”), Fayette County, Texas (the “COUNTY”), and the following political subdivision located wholly inside the boundaries of Fayette County, hereinafter referred to as “the CITY”:

City of Flatonia

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint November 3, 2020 election to be administered by Terri B. Hefner, Fayette County Elections Administrator.

***RECITALS***

The City of Flatonia plans to Councilman Election on November 3, 2020, the same day as the General Election of November 3, 2020 to be held by Fayette County.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

**I. ADMINISTRATION**

The City agrees to hold a “Joint Election” with the General Election of Fayette County in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fayette County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. The City agrees to pay Fayette County and the Fayette County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Fayette County Elections Administrator shall serve as the administrator for the Joint Election; however, the City shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its Councilman Election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the City as necessary.

At each polling location that serves as a common polling place, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

## **II. LEGAL DOCUMENTS**

The City shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the City's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices as well as the exact wording of the City's portion on the official ballot shall be the responsibility of the City, including translation to languages other than English. The City shall provide a copy of their respective election orders and notices to the Fayette County Elections Administrator.

## **III. VOTING LOCATIONS**

The Elections Administrator shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be the voting precincts approved by the Fayette County Commissioners' Court and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the City, if said voting location is within the jurisdiction of the City. The Elections Administrator shall notify the City of any changes from the locations listed in Exhibit A.

If polling places for the November 3, 2020 joint election are different from the polling place(s) used by the City in its most recent election, the City agrees to post a notice no later than Saturday, October 24, 2020 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the City's polling place names and addresses in effect for the November 3, 2020 election. This notice shall be written in both the English and Spanish languages.

## **IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL**

Fayette County shall be responsible for the appointment of the presiding judge and associate judge for the joint election for each polling location, for the Early Voting Ballot Board, and for the Central Counting Station. The Elections Administrator shall make emergency appointments of election officials if necessary.

The Elections Administrator shall take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the compensation of all election judges and clerks both for Early Voting as well as Election Day. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each Election Day presiding election judge will be sent a "Writ of Election" from the County Judge's office, notifying him/her of his/her appointment, and the number of election clerks that the presiding judge may appoint.

All Election Day judges and clerks and/or any student election clerks, will receive compensation at the hourly rate established by Fayette County Commissioners' Court pursuant to Texas Election Code Section 32.091. The presiding judge of each precinct will receive an additional sum of up to \$25.00 for picking up the election supplies prior to election day and for returning the supplies and

equipment to the Central Counting Station after the polls close on Election Day, said compensation to be in accordance with the hourly rate established by the Commissioners' Court. All Election Day judges and clerks who attend voting procedures training and shall be compensated at the same hourly rate that they are to be paid on election day, limited to 2 hours.

Any county personnel from the County Elections Administrator's office who will conduct the Early Voting at the Branch location of the City, will be paid their normal county wage. Any student election clerks who work said branch location, and opt for payment, will be paid the hourly rate established by Fayette County pursuant to Texas Election Code Section 32.091.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on election day, and for the efficient tabulation of ballots at the Central Counting Station. Part-time personnel working as members of the Early Voting Ballot Board and/or Central Counting Station will be compensated at the hourly rate set by Fayette County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

## **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at all Early Voting and Election Day voting locations.

The City shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). The City shall be responsible for proofreading and approving the ballot insofar as it pertains to the City's candidates and/or propositions.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code. The City will be responsible for the rental cost of the election equipment to be used at the branch Early Voting location of the City.

## **VI. EARLY VOTING**

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The City agrees to appoint the Elections Administrator's permanent county employees as early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other early voting clerks to assist in the conduct of early voting as necessary, and that these additional early voting clerks shall be compensated at an hourly rate set by Fayette County pursuant to Section 83.052 of the Texas Election Code. Early voting clerks who are permanent employees of the Fayette County Elections Administrator or any City shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Exhibit B of this document. Any qualified voter of the Joint Election may vote early by personal appearance at either of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests

for early voting ballots to be voted by mail received by the City shall be forwarded immediately by fax or courier to the Elections Administrator for processing, and thereafter promptly delivered or mailed to the Elections Administrator's office for proper retention.

## **VII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

The Elections Administrator shall be responsible for establishing and operating the central counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The City hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoints the following registered voters as officials for the Early Voting Ballot Board and Central Counting Station for the City's November 3, 2020 joint election with Fayette County:

Early Voting Ballot Board Presiding Judge: Sandra Paulus  
Counting Station Manager: Terri B. Hefner, Fayette County Elections Administrator  
Tabulation Supervisor: Kirk Pate  
Presiding Judge: Sandra Paulus  
Alternate Judge: Georgia Michalka

The Elections Administrator will post reports periodically when possible at the Courthouse on the East Porch (the Courthouse entrance facing North Washington Street), and on the Fayette County Website. The Elections Administrator will not be responsible to post reports on the websites of the City.

The Elections Administrator will prepare the unofficial reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted, and will fax a copy or deliver a copy of these unofficial reports to the City's representative or to the City as soon as possible after all returns have been tabulated. The City will be responsible for the public announcement of elections results of its own election, but not of the General Election. The City shall be responsible for the official canvass of its own election.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for the City, unless the City requests otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code, unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the City and the Secretary of State's Office.

## **VIII. ELECTION EXPENSES AND ALLOCATION OF COSTS**

The City agrees to share the costs of administering the Joint Election. The City acknowledges that it is difficult to determine, even after the election is concluded, which expenses are directly attributable to each authority. The City shall pay the agreed upon sum of one thousand, five hundred and sixty nine dollars(\$1,569.00) to the Fayette County Elections Administrator for the above services, personnel, supplies, and equipment in accordance with the itemized list of estimated election expenses attached as Exhibit C, which is incorporated into this contract for all purposes, and which Exhibit includes estimated expenses as prescribed by Sec. 31.100(c) of the Texas

Election Code. The contents of the itemized list are mutually agreed upon by the City, the County, and the Elections Administrator. The City, the County, and the Elections Administrator acknowledge it is difficult to determine the actual expense directly attributable to this Election Services Contract and to determine the actual additional costs of conducting the General Election by including the councilman election for the City. Therefore, the City, the County, and the Elections Administrator, after careful consideration, have determined and have mutually agreed that the City shall pay \$1,569.00 to the Fayette County Elections Administrator for the services, supplies, personnel, and equipment provided by the Elections Administrator to the City. The Elections Administrator will apply \$1,319.00, as allocated and stated in Exhibit C, toward election major expense categories and \$250.00 to the Elections Administrator Supervision Fee, which is included as authorized by Sec. 31.100 (d), Texas Election Code.

The Elections Administrator shall invoice the City within 10 days of the election, and the City will agree to pay the invoice within 30 days. All payments by the City will be turned over to the Fayette County Auditor, who, in turn, must deposit all funds relating to this contract into the Elections Services Contract Fund, as required by Section 31.100, Texas Elections Code.

#### **IX. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

The City may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, but will be fully liable for any expenses incurred by the Fayette County Elections Administrator on behalf of the authority plus a fee of \$75.00 for the services of the Elections Administrator.

#### **X. RECORDS OF THE ELECTION**

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to the City as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the City to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request that is filed with the City.

#### **XI. RECOUNTS**

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting City agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the City's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.



The Elections Administrator agrees to provide advisory services to the City as necessary to conduct a proper recount.

**XII. MISCELLANEOUS PROVISIONS**

It is understood that to the extent space is available, other Cities and political subdivisions may wish to participate in the use of the County’s election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other Cities or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

The Elections Administrator shall file copies of this document with the Fayette County Judge and the Fayette County Auditor in accordance with Section 31.099 of the Texas Election Code.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fayette County, Texas.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and of any other entities with local jurisdiction.

The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

**XIII. AMENDMENTS**

Any Amendments or additions to this Contract must be in writing and must be signed by the Elections Administrator on behalf of the County, and signed by the City, in order to be valid and of effect.

**IN WITNESS WHEREOF**, the Elections Administrator, Fayette County, and the City have executed this Contract in two originals on the respective dates written below their signatures, said Contract being effective, complete and binding as to both the Elections Administrator, Fayette County, and the City as of and on the later date of signature set forth below.

**FAYETTE COUNTY**  
**ELECTIONS ADMINISTRATOR**

Approved for the Elections  
Administrator:

\_\_\_\_\_  
Terri B. Hefner

\_\_\_\_\_  
Blake Watson

Fayette County Elections Administrator  
P. O. Box 605  
La Grange, Texas 78945  
Phone: (979) 968-6563  
Fax: (979) 968-6426

Assistant Fayette County Attorney

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FLATONIA INDEPENDENT SCHOOL CITY**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AND ACCEPTED BY**

Fayette County Clerk and  
Clerk of the Commissioners' Court

**FAYETTE COUNTY, TEXAS**

(seal)

By: \_\_\_\_\_

Joe Weber  
Fayette County Judge

**ATTEST:**

\_\_\_\_\_  
Brenda Fietsam

## Exhibit A

Early voting by personal appearance will be conducted at the Fayette County Courthouse, Room 108, and 151 N. Washington St., La Grange, Texas, between the hours of:

- 8am and 5pm on October 13 through October 16, 2020
- 8am and 5pm on October 19 through October 23, 2020
- 8am to 5pm 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:

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

*Or*

Pursuant to Section 84.007(b)(4) of the Texas Election Code, the Early Voting Clerk shall receive scanned applications for ballot to be voted by mail by electronic transmission that is submitted to [elections@co.fayette.tx.us](mailto:elections@co.fayette.tx.us), or that is submitted by facsimile (fax) to (979) 968-6426, all such submissions being required to contain an original signature.

**Note:** If the application for a ballot to be voted by mail is emailed or faxed, the original application must be mailed to the Elections Office at the address above, and said application must be received by the Elections Office within four (4) business days after the day the application was transmitted by email or fax.

## Exhibit B

**ELECTION DAY PRECINCT INFORMATION AND VOTING LOCATIONS FOR  
NOVEMBER 3, 2020 GENERAL ELECTION**

<b>Precinct Number/Precinct Name</b>	<b>Name of Facility</b>	<b>Voting Location Address</b>
01 East La Grange	La Grange Church of Christ	646 E Hwy 71 Business La Grange, TX 78945
01 North La Grange	La Grange City Hall Council Chambers	155 E. Colorado St. La Grange, TX 78945
01 West La Grange	St. Paul Lutheran Church Education Bldg.	427 S. Washington La Grange, TX 78945
02 Rutersville	Herman Sons Hall	5830 SH 159 La Grange, TX 78945
03 Ellinger	Ellinger Fire Station	204 West Main Street Ellinger, TX 78938
04 Fayetteville	Fayetteville Community Center	202 West Main Fayetteville, TX 78940
05 Willow Springs	Minssen's Store	6808 E SH 159 Fayetteville, TX 78940
06 Warrenton	St. John's Lutheran Church	4446 S SH 237 Round Top, TX
07 Round Top	Round Top Courthouse	102 Main St. Round Top, TX 78954
08 Carmine	Carmine Volunteer Fire Department	118 Augsburg Avenue Carmine, TX 78932

09 Nechanitz	Waldeck Lutheran Church	6915 Waldeck Church Lane Ledbetter, TX 78946
10 Warda	Holy Cross Lutheran Church	600 FM 1482 Warda, TX 78960
11 Winchester	St Michael's Evangelical Lutheran Church	710 Frio Winchester, TX 78945
12 Plum	St. Peter & Paul Parish Church Hall	136 Plum Church Rd. West Point, TX 78963
13 West Point	New United Baptist Church	325 West Point Loop West Point, TX 78963
14 Muldoon	Muldoon Baptist Church	300 Cochran St. Muldoon, TX 78949
15 Cistern	Cistern Parish Hall	113 Manchester Cistern, TX 78941
16 Flatonia	Flatonia Civic Center	208 E. North Main Flatonia, TX 78941
17 Praha	Praha Community Hall	821 FM 1295 Flatonia
20 Hostyn	Hostyn Catholic Church Community Hall	914 FM 2436 La Grange, TX 78945
21 Swiss Alp	Swiss Alp Farm Bureau Building	6899 N. U.S. Hwy 77 Flatonia, TX 78956

22 Ammannsville	Ammannsville KJT Hall	7904 Mensik Rd Flatonia, TX 78956
23 Holman	Holman Parish Hall	9937 FM 155 La Grange, TX 78945
24 Dubina	Dubina Community Hall	3438 FM 1383 Flatonia, TX 78956
25 Flatonia	County Building	312 Paulus Street Flatonia, TX 78956
26 Mullins Prairie	New Bethel Baptist Fellowship Hall	3240 Loehr Road La Grange, TX 78945

Exhibit C

<b>Estimated Election Expenses</b>		
November 2016 Election Expenses	\$	52,777.00
City of Flatonia= 5% of reg. voters		
5% of \$52,777.00 (2018 expenses)		
Divided by two	\$	1319.00
EA Supervision fee	\$	250.00
Total estimated for contract	\$	1569.00



# Flatonia City Council

August 25th, 2020 Council Meeting

---

## **DELIBERATION**

8.2-2020.6

**Agenda Item:** Discuss, consider and possible action authorizing 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.

### **Attachments:**

1. Resolution of the City Council of the City of Flatonia, Texas Authorizing the Submission of a Community Development Block Grant – Mitigation project application to the General Land Office; and authorizing the Mayor and/or City Manager to act as the City's executive officer and Authorized Representative in all matters pertaining to the City's participation in the Community Development and Revitalization Program.



RESOLUTION 2020-

A RESOLUTION OF THE CITY COUNCIL OF CITY OF FLATONIA, TEXAS, AUTHORIZING 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 MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT & REVITALIZATION PROGRAM.

WHEREAS, the City Council of the City of Flatonia, Texas desires to develop a thriving, viable community, strengthen infrastructure, provide a suitable living environment, and expand economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of the City of Flatonia, Texas to apply for funding under the Community Development Block Grant Mitigation Program;

NOW THEREFORE, BE IT RESOLVED;

Section 1. That a Community Development Block Grant Program application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Community Development Block Grant - Mitigation Program; and

Section 2. That the application be for the CDBG-MIT Program through the Competition or Method of Distribution Application program to carry out Infrastructure Activities; and

Section 3. That the grant amount be up to the maximum allowed by the CDBG-MIT program and may include a minimum one percent (1%) match; and

Section 4. That the City Council directs and designates the City Manager as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and participation in the Community Development & Revitalization Grant Program.

Passed and approved this \_\_\_th day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Bryan Milson  
Mayor

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

\_\_\_\_\_  
Approved as to form:  
Maria Angela Flores Beck  
City Attorney



# Flatonia City Council

August 25th, 2020 Council Meeting

---

## **DELIBERATION**

8.2-2020.7

**Agenda Item:** Discuss, consider and possible action to Adopt the Citizen Participation Plan Policy for the GLO Community Development Block Grant Programs.

### **Attachments:**

1. Citizen Participation Plan

# **CITIZEN PARTICIPATION PLAN**

THE CITY OF FLATONIA

REGARDING THE USE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Citizen Participation Plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the “citizen participation” requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. With receipt of HOME Investment Partnerships (HOME) Program funds, the program will be included under this Citizen Participation Plan.

The Citizen Participation Plan (CPP) sets forth policies and procedures for citizen participation in the development of project specific applications and substantial amendments to these projects with funding.

## **CERTIFICATION OF COMPLIANCE**

The City of Flatonia, Texas is certifying to the U. S. Department of Housing and Urban Development (HUD) and State Agencies administering HUD programs that they have an approved Citizen Participation Plan, which:

- provides for and encourages citizen participation with emphasis on participation by persons who are residents of slum and blighted areas, by residents in low- and moderate-income neighborhoods, or targeted revitalization areas.
- provides for and encourages citizen participation of residents of public and assisted housing developments, as well as provides information to the public housing authorities within our jurisdiction activities related to these programs.
- provides for and encourages citizen participation of persons with disabilities as well as provides documents in a format accessible to persons with disabilities, upon request.
- provides for and encourages citizen participation of all citizens, including minorities and non-English speaking persons, and identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.
- provides citizens with reasonable and timely notification and access to local meetings, information, and records relating to the County’s proposed and actual use of federal Community Development Block Grant funds.
- provides for public hearings and/or public postings to obtain citizen views; to respond to proposals and questions at all stages of the community development program, including at least the development of needs; and the review of proposed activities, and review of program annual performance. If hearings are held, they shall be after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled; and,
- provides for a timely written response to written complaints and grievances where applicable.

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the CDBG project, such citizens should have 'meaningful access' to all aspects of the CDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities. For more information, see [LEP.gov](http://LEP.gov).

## **COMPLAINT PROCEDURES**

These complaint procedures comply with the requirements of HUD's CDBG Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Flatonia, 125 East South Main Street P.O. Box 329 Flatonia, Texas 78941, (361)865-3548 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG program.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project, whether it is a proposed, ongoing, or completed CDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Civil Rights Officer, at 125 East South Main Street P.O. Box 329 Flatonia, Texas 78941, or may call (361)865-3548.
2. A copy of the complaint or grievance shall be transmitted by the Civil Rights Officer to the person/division that is the subject of the complaint or grievance and to the City Manager within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager or their representative shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within fifteen (15) days. The response may be a time extension to further review the complaint or grievance.
4. If the investigation cannot be completed within fifteen (15) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within twenty (20) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG Program Manager for their further review and comment.

If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

## **TECHNICAL ASSISTANCE**

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds.

The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## **PUBLIC OUTREACH AND INVOLVEMENT**

Citizens will be provided reasonable advance notice of, and opportunity to comment on proposed activities in an application to the state and for grants already made regarding activities which are proposed to be added, deleted, or substantially changed from the entity's application to the state. The public outreach and notification will be accomplished through one or more of the following methods:

- a) Publication of notice in a local newspaper—a published newspaper article may also be used so long as it provides sufficient information regarding program activities and relevant dates.
- b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
- c) Posting of notice on the local entity website (if available).
- d) Public Hearing; or
- e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods: Certified mail, Electronic mail or fax, First class (regular mail), Personal delivery (e.g., at a Council of Governments meeting).

These details will be included in the Public Comment Version of the Application, prior to submission.

Citizens, with emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals.

## **PUBLIC COMMENT PROVISIONS AS REQUIRED BY CERTAIN STATE AGENCIES IN THE ADMINISTRATION OF FEDERAL PROGRAMS**

**When public notice is the sole required notification** process for the submission of an application from a State agency, the following provisions shall be observed the City

A copy of a substantially complete application will be made available to allow for 15 days of local public comment, 15 days of state comment for a total of 30 days and will include, but are not limited to:

1. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and any anticipated program income).
2. The range of activities that may be undertaken with the CDBG funds.
3. The estimated amount of the CDBG- funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate- income persons.
4. The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under § 570.488.
5. The development of housing and community development needs

**When a public hearing is required** for submission of an application from a State agency, the following provisions shall be observed by the City:

1. As stated in the COVID-19 Disaster Declaration Proclamation dated March 13th, 2020; public hearings may be held virtually or in person, pursuant to Section 418.017 of the code; “authorization to use all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.” Public notice of all hearings must be posted at least seventy-two (72) hours prior to the scheduled hearing.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens. An interpreter should be present to accommodate the needs of the non-English speaking residents at all public hearing where applicable.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must plan for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing, when required by a Federal Program, shall be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. If the agency requires a public hearing for submission, then a public notice shall be posted at city hall and the community’s website notifying the public of the project selected at least 5 days prior to the submission of the application.

The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

---

Bryan Milson, Mayor

---

Date



# Flatonia City Council

August 25th, 2020 Council Meeting

---

## **DELIBERATION**

8.2-2020.8

**Agenda Item:** Consider and take appropriate action to Adopt the Financial Management Policy for the City of Flatonia

### **Attachment:**

1. City of Flatonia Fiscal and Budgetary Policies

# CITY OF FLATONIA

## FISCAL AND BUDGETARY POLICIES

### MUNICIPAL OPERATIONS

#### **I. STATEMENT OF PURPOSE**

The overall intent of the following Fiscal and Budgetary Policy Statements is to enable the City to achieve a long-term stable and positive financial condition. The watchwords of the City's financial management include integrity, prudence, stewardship, planning, accountability, and full disclosure.

The more specific purpose is to provide guidelines to the City Manager and City Staff in planning and directing the City's day-to-day financial affairs and in developing recommendations for the City Council.

The scope of these policies generally span, among other issues, accounting, purchasing, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, asset management, debt management, and planning concepts, in order to:

- A. Present fairly and with full disclosure the financial position and results of the financial operations of the City in conformity with generally accepted accounting principles (GAAP), and
- B. Determine and demonstrate compliance with finance related legal and contractual issues in accordance with provisions of the Texas Local Government Code and other pertinent legal documents and mandates.

The City Council will annually review and approve the Fiscal and Budgetary Policy Statements as part of the budget process.

#### **II. SUMMARY OF POLICY INTENDED OUTCOMES**

This policy framework mandates pursuit of the following fiscal objectives:

- A. Operating Budget: Prepare, conservatively estimate revenues, present, and adopt the City's annual operating plan.



- B. Revenues Management: Design, maintain, and administer a revenue system that will assure a reliable, equitable, diversified, and sufficient revenue stream to support desired City services.
- C. Expenditure Control: Identify priority services, establish appropriate service levels, and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of services.
- D. Fund Balance/Retained Earnings: Maintain the fund balance and retained earnings of the various operating funds at levels sufficient to protect the City's credit worthiness as well as its financial position from emergencies.
- E. Debt Management: Establish guidelines for debt financing that will provide needed capital equipment and infrastructure improvements while minimizing the impact of debt payments on current revenues.
- F. Intergovernmental Relationships: Where feasible, coordinate efforts with other governmental agencies to achieve common policy objectives, share the cost of providing governmental services on an equitable basis and support favorable legislation at the State and Federal level.
- G. Grants: Seek, apply for and effectively administer within this policy's guidelines, Federal, State, and foundation grants-in-aid which address the City's current priorities and policy objectives.
- H. Economic Development: Initiate where feasible, encourage, and participate in economic development efforts to create job opportunities and strengthen the local tax base and economy
- I. Fiscal Monitoring: Prepare and present quarterly reports that analyze, evaluate, and forecast the City's financial performance and economic condition.
- J. Financial Consultants: With available resources, seek out and employ the assistance of qualified financial advisors and consultants in the management and administration of the City's financial functions.
- K. Accounting, Auditing, and Financial Reporting: Comply with prevailing Federal, State and local statutes and regulations. Conform to generally

accepted accounting principles as promulgated by the Government Accounting Standards Board (GASB), the American Institute of Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA).

- L. Capital Improvement Plan/Budget and Program: Multi-year planning, forecasting, preparation, and control of the City's capital improvement plan/budget.
- M. Capital Maintenance and Replacement: Annually review and monitor the state of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, finding alternatives, and availability of resources.
- N. Internal Controls: To establish and maintain an internal control structure designed to provide reasonable assurances that the City's assets are safeguarded and that the possibilities for material errors in the City's financial records are minimized.

### **III. OPERATING BUDGET**

- A. Preparation - Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. The "operating budget" is the City's annual financial operating plan. The budget includes all of the operating departments of the City, the debt service fund, all capital projects funds, and the internal service funds of the City. The proposed budget will be prepared with the cooperation of all City departments, and is submitted to the City Manager who makes any necessary changes and transmits the document to the City Council. A budget preparation calendar and timetable will be established and followed in accordance with State law.
- B. Revenue Estimates for Budgeting - In order to maintain a stable level of services, the City shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and their impacts on revenues, historical collection rates, and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year and should avoid mid-year service reductions.

- C. **Balanced Budget** - As per State Law (TLGC 102.002), current operating revenues, including Property Tax Reduction Sales Tax transfers (which can be used for operations), will be sufficient to support current operating expenditures. Annually recurring revenue will not be less than annually recurring operating budget expenditures (operating budget minus capital outlay). Debt or bond financing will not be used to finance current expenditures.
- D. **Proposed Budget Process** - a proposed budget shall be prepared by the City Manager with the participation of all of the City's department directors.
- The proposed budget shall include four basic segments for review and evaluation: (1) personnel costs, (2) base budget for operations and maintenance costs, (3) service level adjustments for increases of existing service levels or additional services, and (4) revenues.
  - The proposed budget review process shall include Council participation in the review of each of the four segments of the proposed budget and a public hearing to allow for citizen participation in the budget preparation.
  - The proposed budget process shall allow sufficient time to provide review, as well as address policy and fiscal issues, by the City Council.
  - In accordance with State Law (TLGC 102.005), a copy of the proposed budget shall be filed with the City Secretary when it is submitted to the City Council as well as placed on the City's website.
- E. **Budget Adoption** - Upon the determination and presentation of the final version of the proposed budget as established by the Council, a public hearing date and time will be set and publicized. The Council will subsequently consider an ordinance which, if adopted, such budget becomes the City's Approved Annual Budget. The adopted budget will be effective for the fiscal year beginning October 1. The approved budget will be placed on the City's web site.
- F. **Central Control** - Modifications within the operating categories (salaries, supplies, maintenance, services, capital, etc.) can be made with the approval of the City Manager. Modifications to reserve categories and interdepartmental budget totals will be made only by City Council consent with formal briefing and Council action.
- G. **Planning** - The budget process will be coordinated so as to identify major policy issues for City Council by integrating it into the Council's overall

strategic planning process for the City. Each department shall have a multi-year business plan that integrates with the City's overall strategic plan.

- H. Reporting - Monthly financial reports will be prepared by the Finance Department and distributed to and reviewed by each Director. Information obtained from financial reports and other operating reports is to be used by Directors to monitor and control departmental budget. Summary financial reports will be presented to the City Council quarterly.

#### **IV. REVENUES MANAGEMENT**

##### **A. REVENUE DESIGN PARAMETER.**

The City will pursue the following optimum characteristics in its revenue system:

- **Simplicity** - The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce costs, achieve transparency, and increase citizen understanding of City revenue sources.
- **Certainty** - A knowledge and understanding of revenue sources reliability increases the viability of the revenue system. The City will understand, to the best of its ability, all aspects of its revenue sources and their performance, as well as enact consistent collection policies to provide assurances that the revenue base will materialize according to budgets, forecasts, and plans.
- **Equity** - The City shall make every effort to maintain equity in its revenue system: i.e. the City shall seek to minimize or eliminate all forms of subsidization between entities, funds, services utilities, and customer classes within a utility.
- **Administration** - The benefits of a revenue source will not exceed the cost of collecting that revenue. Every effort will be made for the cost of collection to be reviewed annually for cost effectiveness as a part of the City's indirect cost and cost of service analysis.
- **Adequacy, Diversification and Stability** - The City shall attempt, in as much as is practical, to achieve a balance in its revenue system. The City shall also strive to maintain a balanced and diversified revenue system to protect the City from fluctuations in any one source due to changes in local economic conditions which adversely impact that revenue source.

##### **B. OTHER CONSIDERATIONS.**

The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

- Cost/Benefit of Incentives for Economic Development - The City will use due caution in the analysis of any tax or fee incentives that are being considered to encourage economic development. A cost/benefit (fiscal impact) analysis will be performed as a part of the evaluation for each proposed economic development project.
- Non-Recurring Revenues - One-time or non-recurring revenues will not be used to finance on-going operational costs. Non-recurring revenues will be used only for one-time expenditures such as long-lived capital needs or one-time major maintenance projects that occur infrequently. Non-recurring revenues will not be used for budget balancing purposes except to cover the one-time expenditures described above.
- Investment Income - Earnings from investment of available monies, whether pooled or not, will be distributed to the funds in accordance with the equity balance of the fund from which monies were provided to be invested.
- Property Tax Revenues - The City shall endeavor to refrain from increasing property tax rates more than the average rate of inflation in any given year.

#### C. USER-BASED (DEMAND DRIVEN) FEES AND SERVICE CHARGES.

For services that are demand driven and can be associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. The City staff will endeavor to prepare a review of all fees and charges annually, but not less than once every three years, in order to ensure that these fees provide for, at minimum, full cost recovery of service.

#### D. ENTERPRISE FUND RATES.

Utility rates and rate structures for electric, water and sewer services will be constructed to target full cost of service recovery. Annually the City will review and adopt electric, water and sewer utility rates and a rate structure that generates revenue sufficient to fully cover operating expenses, meet the legal restrictions of all applicable bond covenants, provide for an adequate level of working capital, and recover applicable general/administrative costs. The Solid Waste function will have rates that fully recover all costs and maintain an adequate balance.

- General and Administrative (G&A) Charges – Where feasible, G&A costs will be charged to all funds for services of indirect general overhead costs, which may include general administration, finance, customer billing, facility use, personnel, technology, engineering, legal counsel, and other costs as deemed appropriate. These charges will be determined through an indirect cost allocation study following accepted practices and procedures.

#### E. INTERGOVERNMENTAL REVENUES.

As a general rule, intergovernmental revenues (grants) will not be utilized for on-going operating costs. Any potential grant opportunity will be examined to identify all costs related to matching and continuation of program requirements. Staff will focus on one-time grants to avoid long-term implications. If it is determined that accepting a grant with on-going cost conditions is in the interests of the City, all the operating and maintenance costs must be included in the financial forecast and their ultimate effect on operations and revenue requirements be known.

#### F. REVENUE MONITORING.

Revenues as they are received will be regularly compared to budgeted revenues and variances will be investigated. This process will be summarized in the appropriate budget report.

### V. EXPENDITURE CONTROL

- A. Appropriations – The point of budgetary control is at the department level in the General Fund and at the fund level in all other funds. When budget adjustments among Departments and/or funds are necessary, they must be approved by the City Council.
- B. Current Funding Basis - The City shall operate on a current funding basis. Expenditures shall be budgeted and controlled so as not to exceed current revenues plus the planned use of fund balance accumulated through prior year savings. (The use of fund balance shall be guided by the Fund Balance/Retained Earnings Policy Statements.)
- C. Avoidance of Operating Deficits - The City shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue re-estimates are such that an operating deficit (i.e., projected expenditures in excess of projected

revenues) is projected at year-end. Corrective actions can include a hiring freeze, expenditure reductions, fee increases, or use of fund balance within the Fund.

- D. Balance/Retained Earnings Policy- Expenditure deferrals into the following fiscal year, short-term loans, or use of one-time revenue sources shall be avoided to balance the budget.
- E. Maintenance of Capital Assets - Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs, and to continue service levels.
- F. Periodic Program Reviews - The City Manager shall undertake periodic staff and third-party reviews of City programs for both efficiency and effectiveness. Privatization and contracting with other governmental agencies will be evaluated as alternative approaches to service delivery. Programs which are determined to be inefficient and/or ineffective shall be reduced in scope or eliminated.
- G. Salary - The City shall strive to maintain competitive salary levels for municipal employees. A salary survey will be conducted through a sampling of surrounding and comparable municipal organizations to create a comparison. The City will strive to maintain salary levels within three percent (3%) of the median of surveyed benchmark municipalities.
- H. Purchasing - The City shall make every effort to maximize any discounts offered by creditors/vendors. Staff shall also use competitive bidding in accordance to State law, as well as intergovernmental partnerships and purchasing cooperatives to attain the best possible price on goods and services.
- I. Prompt Payment - All invoices will be paid within 30 days of receipt in accordance with the prompt payment requirements of State law (TGC 2251).

## **VI. FUND BALANCE/RETAINED EARNINGS**

- A. General Fund Undesignated Fund Balance - The City shall strive to maintain the General Fund undesignated fund balance at, or in excess of, 45 days of operation.
- B. Retained Earnings of Other Operating Funds - In the Utility Fund, the City shall strive to maintain positive retained earnings at, or in excess of, 45 days of

operation.

- C Use of Fund Balance - Fund Balance will be targeted to only be used with Council approval and can be only be used for the following: emergencies, non-recurring expenditures, such as technology/FF&E (furniture, fixtures and equipment), or major capital purchases that cannot be accommodated through current year savings. Should such use reduce the balance below the appropriate level set as the objective for that fund, recommendations will be made on how to restore it. The Council shall approve all commitments by formal action. The action to commit funds must occur prior to fiscal year-end, to report such commitments in the balance sheet of the respective period, even though the amount may be determined subsequent to fiscal year-end. A commitment can only be modified or removed by the same formal action.

The Council delegates the responsibility to assign funds to the City Manager or his/her designee. The Council shall have the authority to assign any amount of funds. Assignments may occur subsequent to fiscal year-end.

The Council will utilize funds in the following spending order: Restricted, Committed, Assigned, Unassigned

## **VII. DEBT MANAGEMENT**

### **A. Debt Issuance Analysis**

All consideration of debt issuance for major capital assets will be prepared within the framework of a Council approved multi-year capital improvement plan and forecast for all City facilities and infrastructure.

### **B. Analysis of Debt Issuance and Debt Issuance Alternatives**

Staff will explore alternatives to the issuance of debt for capital acquisitions and construction projects. These alternatives will include, but not be limited to, (1) grants-in-aid, (2) use of reserves, (3) use of either current on-going general revenues or one-time revenues, (4) contributions from developers and others, (5) leases, (6) user fees, and (7) impact fees.

### **C. Use of Debt Financing**



The useful life of the asset or project shall, at a minimum, exceed the payout schedule of any debt the City assumes. Debt financing instruments to be considered by the City may include:

- General obligation bonds - These must be authorized by a vote of the citizens of Flatonia.
- Revenue bonds - These bonds generate capital requirements necessary for continuation or expansion of a service which produces revenue and for which the asset may reasonable be expected to provide for a revenue stream to fund the debt service requirement.
- Certificates of obligation - These can be authorized by Council approval with debt service by either general revenues or backed by a specific revenue stream or a combination of both.
- Lease/purchase agreements - These shall only be used to purchase capital assets that cannot be financed from either current revenues or fund balance/retained earnings and to fund infrastructure improvements and additions.

#### D. Assumption of Additional Debt

The City shall not assume more tax-supported general purpose debt than it retires each year without first conducting an objective analysis as to the community's ability to assume and support additional debt service payments.

#### E. Affordability Targets

The City shall use an objective multi-year analytical approach to determine whether it can afford to assume new general purpose debt beyond what it retires each year. This process shall compare generally accepted standards of affordability to the current values for the City. The process shall also examine the direct costs and benefits of the proposed expenditures. The decision on whether or not to assume new debt shall be based on these costs and benefits and on the City's ability to "afford" new debt as determined by the aforementioned standards. The City shall strive to achieve and/or maintain these standards at a low to moderate classification.

#### F. Debt Structure

The City shall structure its debt payment schedules for general purpose debt to ensure level principal repayment schedules. The City shall not assume any debt

with 'balloon' repayment schedules which consist of low annual payments and one large payment of the balance due at the end of the term. While balloon payment structures minimize the size of debt payments during the period, they force a large funding requirement on the budget of the final year. Given the uncertainties of the future, level payment schedules improve budget planning and financial management.

#### G. Sale Process

The City shall use a competitive bidding process in the sale of debt unless the nature of the issue warrants a negotiated bid. The City shall award bonds based on a true interest cost (TIC) basis as long as the financial advisor agrees that the TIC basis can satisfactorily determine the lowest and best bid.

#### H. Bond Rating Agencies Presentations

Full disclosure of operations and open lines of communication shall be made to the bond rating agencies. City staff, with assistance of financial advisors, shall prepare the necessary materials and presentation to the bond rating agencies.

#### I. Continuing Disclosure

The City is committed to continuing disclosure of financial and pertinent credit information relevant to the City's outstanding securities.

#### J. Debt Refunding-

City staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the present value savings of a particular refunding should exceed 3.5% of the refunded maturities.

### **VIII. INTERGOVERNMENTAL RELATIONSHIPS**

The City will pursue coordinated efforts with other governmental agencies to achieve common policy objectives, share the cost of providing government services on an equitable basis, and support favorable legislation at the State and Federal levels.

#### A. Inter-local Cooperation in Delivering Services

In order to promote the effective and efficient delivery of services, the City shall actively seek to work with other local jurisdictions in joint purchasing consortia, sharing facilities, sharing equitably the costs of service delivery, and developing joint programs to improve service to its citizens.

#### B. Legislative Program

The City shall cooperate with other jurisdictions to actively oppose any State or Federal regulation or proposal that mandates additional City programs or services and does not provide the funding to implement them. Conversely, as appropriate, the City shall support legislative initiatives that provide more funds for priority local programs.

### **IX. GRANTS**

#### A. Grant Guidelines

The City shall apply, and facilitate the application by others, for only those grants that are consistent with the objectives and high priority needs previously identified above in these policies. The potential for incurring on-going costs, to include the assumption of support for grant funded positions from local revenues, will be considered prior to applying for a grant.

#### B. Grant Review

All grant submittals shall be reviewed for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the City's policy objectives. If there are cash match requirements, the source of funding shall be identified prior to application. Staff will focus on one-time grants to avoid long-term implications related to additional expenditures in future years.

#### C. Grant Program Termination

The City shall terminate grant funded programs and associated positions when grant funds are no longer available unless alternate funding is identified.

## **X. ECONOMIC DEVELOPMENT**

### **A. Positive Business Environment**

The City shall endeavor, through its regulatory and administrative functions, to provide a positive business environment in which local businesses can grow, flourish and create jobs. The City Council and City staff will be sensitive to the needs, concerns and issues facing local businesses.

### **B. Commitment to Business Expansion, Diversification, and Job Creation**

The City shall encourage and participate in economic development efforts to expand Flatonia's economy to increase local employment. These efforts shall not only focus on newly developing areas but also on other established sections of Flatonia where development can generate additional jobs and other economic benefits.

### **C. Coordinate Efforts with Other Jurisdictions**

The City's economic development program shall encourage close cooperation with other local jurisdictions, chambers of commerce, and groups interested in promoting the economic well-being of this area.

### **D. Cost/Benefit of Incentives for Economic Development**

The City will use due caution in the analysis of any tax or fee incentives that are used to encourage economic development. A cost/benefit (fiscal impact) analysis will be performed as part of such evaluation for each prospect. Economic development agreements will contain performance language as to the business's proposed economic impact to Flatonia in exchange for City incentives with adequate "claw-back" provisions for the City.

## **XI. FISCAL MONITORING**

#### A. Financial Status and Performance Reports

Quarterly reports comparing expenditures and revenues to current budget, projecting expenditures and revenues through the end of the year, noting the status of fund balances to include dollar amounts and percentages, and outlining any remedial actions necessary to maintain the City's financial position shall be prepared for review by the City Manager and the Council.

#### B. Compliance with Council Policy Statements

The Fiscal and Budgetary Policies will be reviewed annually by the Council and updated, revised or refined as deemed necessary. Policy statements adopted by the Council are guidelines, and occasionally, exceptions may be appropriate and required. However, exceptions to stated policies will be specifically identified, and the need for the exception will be documented and fully explained.

### **XII. FINANCIAL CONSULTANTS**

To employ the assistance of qualified financial advisors and consultants as needed in the management and administration of the City's financial functions. These areas include but are not limited to investments, debt administration, financial accounting systems, program evaluation, and financial impact modeling. Advisors shall be selected on a competitive basis using objective questionnaires and requests for proposals based on the scope of the work to be performed.

### **XIII. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING**

To comply with prevailing local, state, and federal regulations relative to accounting, auditing, and financial reporting, accounting practices and financial reporting shall conform to generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants, (AICPA), and the Government Finance Officers Association (GFOA).

#### A. Accounting

The City is solely responsible for the recording and reporting of its financial affairs, both internally and externally. The City Manager is responsible for establishing the structure for the City's chart of accounts and for assuring that procedures are in place to properly record financial transactions and report the

City's financial position.

#### B. External Auditing

City will be audited annually by outside independent accountants (auditors). The auditors must be a CPA firm and must demonstrate significant experience in the field of local government auditing. They must conduct the City's audit in accordance with generally accepted auditing standards. The auditors' report on City's financial statements will be completed within a timely period of the City's fiscal year-end. The auditor will jointly review the management letter with the City Council, if necessary. In conjunction with this review, the City Manager shall respond in writing to the City Council regarding the auditor's Management Letter, addressing the issues contained therein. The City will not require auditor rotation, but will circulate request for proposal for audit services on a periodic basis as deemed appropriate.

#### C. Responsibility of Auditor to City Council

The auditor is retained by and it accountable directly to the City Council and will have access to direct communication with the City Council if the City Staff is unresponsive to auditor recommendations or if the auditor considers such communication necessary to fulfill its legal and professional responsibilities.

#### D. Internal Financial Reporting

The City Secretary will prepare internal financial reports sufficient for management to plan, monitor, and control City's financial affairs.

### **XIV. CAPITAL BUDGET AND PROGRAM**

#### A. Preparation

The City's capital budget will include all capital projects funds and all capital resources. While the capital budget will be prepared annually on a project basis, it will be based on an on-going, multi-year capital improvement plan (CIP) that shows all funded and unfunded projects as identified by staff for all City facilities and infrastructure. The multi-year CIP will be reviewed annually, updated by

staff and presented to the Council for its review and approval. The annual capital budget will be prepared by the Finance Department with the involvement of responsible departments based on the multi-year CIP.

#### B. Control

All capital project expenditures must be appropriated in the capital budget. The City Manager must certify the availability of resources before any capital project contract is presented to the City Council for approval.

#### C. Program Planning

The capital budget will be taken from the capital improvements project plan for future years. The planning time frame for the capital improvements project plan should normally be five years, with a minimum of at least three years. The replacement and maintenance for capital items should also be projected for the next five years. Future maintenance and operational costs will be considered so that these costs can be included as appropriate in the annual budget.

#### D. Financing Programs

Where applicable and with Council approval, impact fees, pro-rata charges, assessments, or other fees should be used to fund capital projects which have a primary benefit to specific, identifiable property owners.

- Recognizing that long-term debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives which equal or exceed the average life of the debt issue.

#### E. Reporting

Periodic financial reports will be prepared to enable the department directors to manage their capital budgets. Summary capital project status reports will be presented to the City Council quarterly.

## **XV. CAPITAL MAINTENANCE AND REPLACEMENT**

The City recognizes that deferred maintenance and not anticipating capital replacement needs increases future capital costs. Annually, available funds will be evaluated during the budget process and a percentage of each operating fund's budget will be recommended to the Council for transfer. Upon approval by the Council, the recommended amount will be transferred to the appropriate funds (General or Utility Maintenance Replacement Fund) for major maintenance/ replacement of street, building roof, flooring, air conditioning, equipment, etc.

## **XVI. INTERNAL CONTROLS**

### **A. Written Procedures**

Whenever possible, written procedures will be established and maintained by the City Manager for all functions involving purchasing, cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set for in this policy statement.

### **B. Department Directors' Responsibilities**

Each department director is responsible for ensuring that good internal controls are followed throughout his/her department, that all directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed. Departments will develop and periodically update written internal control procedures.

## **XVII. ASSET MANAGEMENT**

### **A. Investments**

The City Manager (or his designee) shall promptly invest all City funds with the depository bank in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument authorized by the City Council. Further, investments shall be made in accordance with the Investment Policy approved by the City Council for the City of Flatonia that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 of the Texas Local Government Code. The City Secretary will issue quarterly reports on investment activity to the City Council.



## B. Cash Management

City's cash flow will be managed to maximize the cash available to invest. Such cash management will entail the centralization of cash collections, where feasibility, including utility bills, building and related permits and license, fines, fees, and other collection offices as appropriate. Periodic review of cash flow position will be performed to determine performance of cash management and conformance to investment policies. The underlying theme will be that idle cash will be invested with the intent to (1) safeguard assets, (2) maintain liquidity, and (3) maximize return.

## C. Fixed Assets and Inventory

Such assets will be reasonably safeguarded and properly accounted for and prudently insured. The fixed asset inventory log will be updated regularly by the City Secretary and shall include:

- a. A serial number - If the item does not have a unique serial number, the City Secretary will establish a fixed asset numbering system. That number will be used if a serial number is not furnished with the item.
- b. Description of the item, such as computer, truck, brush chipper, etc.
- c. Brand name of the item or manufacturer's name.
- d. Date the item was acquired by the city as well as the age or date of manufacture if the item was purchased in a 'used' condition.
- e. Initial cost of the item.
- f. Date the item was disposed of by the City.
- g. Disposal method (lost, destroyed, stolen, etc.)
- h. Value received (if any).

An inventory of the items on the fixed asset log will be conducted at least annually. If an item on the log is destroyed, lost, stolen or sold, the department head is responsible for insuring that the information about the item is reported to the City Secretary to be promptly recorded in the log.

## D. Capitalization Criteria

For purposes of budgeting and accounting classification, the following criteria

must be capitalized:

- The asset is owned by the City of Flatonia
- The expected useful life of the asset must be longer than one year, or extend the life on an identifiable existing asset by more than one year
- The original cost of the asset must be at least \$5,000
- The asset must be tangible
- On-going repairs and general maintenance are not capitalized
- New Purchases – All costs associated with bringing the asset into working order will be capitalized as part of the asset cost. This includes startup costs, engineering or consultant type fees as part of the asset cost once the decision or commitment to purchase the asset is made. The cost of land acquired should include all related costs associated with its purchase
- Improvements and Replacement – Improvement will be capitalized when they extend the original life of an asset or when they make the asset more valuable than it was originally. The replacement of assets components will normally be expenses unless they are a significant nature and meet all the capitalization criteria.

#### E. Computer System/Data Security

The City shall provide security of its computer/network system and data files through physical and logical security systems that will include, but are not limited to: network user authentications, firewalls, content filtering, spam/virus protection, and redundant data backup.



# Flatonia City Council

August 25th, 2020 Council Meeting

---

## **DELIBERATION**

8.2-2020.9

**Agenda Item:** Discuss, consider and possible action to Adopt the Procurement Policy for the City of Flatonia

### **Attachments:**

1. Procurement Policy

# CITY OF FLATONIA PROCUREMENT POLICY

## TABLE OF CONTENTS

<a href="#">Standards of Conduct</a> .....	34
<a href="#">Methods for Procuring</a> .....	35
<a href="#">Micro-Purchases (Purchases up to \$3,000.00)</a> .....	36
<a href="#">Small Purchase Procedures (Purchases between \$3,000.01 and \$149,999.99 in the Aggregate)</a> .....	36
<a href="#">Purchases \$150,000 or More in the Aggregate</a> .....	36
<a href="#">Cost/Price Analysis for Federal Procurements in Excess of \$150,000</a> .....	39
<a href="#">Contract Administration</a> .....	40
<a href="#">Documentation for Contracts</a> .....	41
<a href="#">Payment Only After Services Are Performed</a> .....	41
<a href="#">Verification of Receipt of Goods and Services Provided by Contractors</a> .....	42
<a href="#">Prompt Payment to Vendors/Contractors</a> .....	42

**The City of Flatonia follows State of Texas and Federal 2CFR 200.318-326 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services. Additional policy guidance below addresses the City's requirements pertaining to the procurement and expenditure of local, state and federal funds.**

**A. Standards of Conduct**

Public employment is a public trust. It is the policy of City to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the City. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of City procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with City also observe the ethical standards prescribed herein.

Code of Ethics

- A. Personal Gain. It shall be a breach of ethics to attempt to realize personal gain through public employment with the City by any conduct inconsistent with the proper discharge of the employee's duties.
- B. Influence. It shall be a breach of ethics to attempt to influence any public employee of the City to breach the standards of ethical conduct set forth in this code.
- C. Conflicts of Interest. It shall be a breach of ethics for any employee of the City to participate directly or indirectly in procurement when the employee knows that:
  - 1) the employee of any member of the employee's immediate family has a financial interest pertaining to the procurement.
  - 2) a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
  - 3) any other person, business or organization with which the employee or any members of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

- D. Gratuities. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City, or for any employee or former employee of the City to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, requesting for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.
- E. Kickbacks. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.
- F. Contract Clause. The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.
- G. Confidential Information. It shall be a breach of ethics for any employee or former employee of the City knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

### **Methods for Procuring**

The City follows 2 CFR § 200.320 which provides methods that are used when making Federal purchases. In some cases, these Federal methods are more restrictive than State requirements; in other cases, the State requirements are more restrictive than these Federal methods. In all cases, the City affirms the more restrictive requirements or methods must be followed when making purchases with Federal funds.

The City will only award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The type of purchase method and procedures required depends on the cost (and type, in some cases) of the item(s) or services being purchased.

- Micro-purchases
- Small purchase procedures
- Sealed bids
- Competitive proposals
- Noncompetitive proposals (sole source)

### **Micro-Purchases (Purchases up to \$3,000.00)**

*Micro-purchase* is defined in 2 CFR § 200.320(a) as a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed \$3,000.00. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

The City utilizes the micro-purchases method for acquiring supplies or services that do not exceed an aggregate amount of \$3,000.00 if the price is reasonable. The program manager responsible for the purchase determines if the price is reasonable. Quotes are not required but encouraged. If quotes are obtained for items under \$3,500.00, they should be kept in the department and attached to the requisition.

### **Small Purchase Procedures (Purchases between \$3,000.01 and \$149,999.99 in the Aggregate)**

*Small purchase procedures* may be used in those relatively simple and informal procurement methods for securing non-personal contracted services, supplies, or other property that do not cost more than \$149,999.99.

For purchases funded from *local funds*, to obtain the most competitive price, the City, may, at its option, obtain price quotes for items costing less than \$150,000. Unlike the mandatory competitive procurement described for purchases over \$150,000, if an item to be paid from local funds costs less than \$150,000, the City may utilize price quotations or competitive procurement process (purchasing cooperatives, sole source, an existing RFP/bid or a new RFP/bid) to stimulate competition and to attempt to receive the most favorable pricing.

However, if using ***State or Federal funds*** to purchase goods or services, *price or rate quotations must be obtained* from an adequate number of qualified sources for all purchases between \$3,000.01 and \$49,999.99 or use the competitive procurement process. The City must obtain more than one price or rate quote unless using a purchasing cooperative, existing Bid/RFP or sole source vendor, in which case, the prices have already been awarded. If purchasing from a purchasing cooperative or existing Bid/RFP, the departments can elect to obtain only one quote to purchase the goods or services although it is recommended to obtain more than one quote. Such price or rate quotations may be obtained orally and/or documented in writing, and the City must demonstrate that price or rate quotations were obtained from an adequate number of qualified sources.

### **Purchases \$150,000 or More in the Aggregate**

According to Texas law, one of the following competitive methods must be used for purchases of \$150,000 or more in the aggregate:

- (1) competitive bidding for services other than construction services;
- (2) competitive sealed proposals, for services other than construction services;
- (3) a request for proposals, for services other than construction services;

- (4) an interlocal contract;
- (5) a method provided by Chapter 2269, Government Code, for construction services;
- (6) the reverse auction procedure as defined by Section 2155.062(d), Government Code; or
- (7) the formation of a political subdivision corporation under Section 304.001, Local Government Code.

In addition, one of the three following methods must be used, depending on the circumstance described below: sealed bids (formal advertising); competitive proposals; or noncompetitive proposals (sole source).

#### *Sealed Bids (Formal Advertising)*

Bids are publicly solicited and a *firm fixed-price contract* (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids. The invitation for bids must be publicly advertised.
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
- All bids will be opened at the time and place prescribed in the invitation for bids. The bids must be opened publicly.
- A firm fixed-price contract award must be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

#### *Competitive Proposals*

A competitive proposal is normally used with more than one source submitting an offer, and either a *fixed price* or a *cost-reimbursement* type contract is awarded. (A *cost reimbursement*



*contract* reimburses the contractor for actual costs incurred to carry out the contract.) Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and must identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
- Proposals must be solicited from an adequate number of qualified sources.
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

When using Federal funds, the City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

#### *Noncompetitive Proposals (Sole Sourcing)*

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using Federal funds only when one or more of the following circumstances apply:

- The item is available only from a single source and an equivalent cannot be substituted. This must be documented.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- After solicitation of a number of sources, competition is determined inadequate.

Additionally, *State* requirements related to sole source purchasing are, in some ways, more restrictive. In addition to the requirements above, sole source purchases must meet established criteria:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly;
- A film, manuscript, or book;
- A utility service, including electricity, gas, or water; and
- A captive replacement part or component for equipment.

According to State requirements, sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

In this case, the City must document why only this product can meet their needs and that it is not available from any other vendor. In all cases, the City will obtain and retain documentation from the vendor which clearly delineates the reasons which qualify the purchase to be made on a sole source basis.

### **Cost/Price Analysis for Federal Procurements in Excess of \$150,000**

In accordance with the requirements in 2 CFR § 200.323, the City will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market.

To accomplish this, before bids and proposals are received, the City conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement in excess of \$150,000. The method and degree of analysis is dependent on the facts surrounding the procurement situation; however, the City will come to an independent estimate prior to receiving bids or proposals, 2 CFR § 200.323(a).

Accordingly, the City performs a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications, as follows:

**Cost Analysis → Non-competitive Contracts:** A cost analysis involves a review of proposed costs by expense category, and the Federal cost principles apply, which includes an analysis of whether the costs are allowable, allocable, reasonable, and necessary to carry out the contracted services. In general,

- A cost analysis must be used for all non-competitive contracts, including sole source contracts.
- The Federal cost principles apply.
- All *non-competitive contracts* must also be awarded and paid on a *cost-reimbursement basis*, and not on a fixed-price basis.
- In a cost-reimbursement contract, the contractor is reimbursed for reasonable actual costs incurred to carry out the contract.
- Profit must be negotiated as a separate element of the price in all cases where there is no competition.

When performing a *cost* analysis, the City negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to

be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work, 2 CFR § 200.323(b).

**Price Analysis → Competitive Contracts:** A *price* analysis determines if the lump sum price is fair and reasonable based on current market value for comparable products or services. In general,

- A price analysis can only be used with *competitive* contracts and is usually used with fixed-price contracts. It cannot be used with non-competitive contracts.
- Compliance with the Federal cost principles is not required for fixed-price contracts, but total costs must be reasonable in comparison to current market value for comparable products or services.
- A competitive contract may be awarded on a fixed-price basis or on a cost-reimbursement basis. If awarded on a cost-reimbursement basis, the Federal cost principles apply and costs are approved by expense category, and not a lump sum.

Costs or prices based on *estimated* costs for contracts are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable costs under the Federal cost principles.

## **B. Contract Administration**

The City maintains the following oversights to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders, 2 CFR § 200.318(b). The program manager/director of the contract is responsible for monitoring contractor performance. The manager/director will compare actual performance of contract against projected performance and have the contractor explain any differences. They may also compare fees paid to date to contractor versus how far along the contractor is in performing the contractual duties. The manager/director may establish surveys of those directly benefitted by the contractor's work for feedback purposes.

To ensure proper administration of contracts and any subgrants that may be awarded by the City, the City uses the following guidelines to determine whether each agreement it makes for the disbursement of funds is a *contract*, whereby funds are awarded to a *contractor*, or a *subaward*, whereby funds are awarded to a *subrecipient*. The substance of the relationship is more important than the form of the written agreement, 2 CFR § 200.330.

The City will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

### *Subawards/Subgrants*

A *subaward/subgrant* is for the purpose of carrying out a portion of a State or Federal award and creates a State and Federal assistance relationship with the subrecipient. The City determines who is eligible to receive what assistance, and a *subrecipient/subgrantee*:

- Has its performance measured in relation to whether objectives of the program are met
- Has responsibility for programmatic decision making
- Is responsible for adhering to applicable program requirements, and
- In accordance with the subgrant agreement, uses the funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the City.

### *Contracts*

A *contract* is for the purpose of obtaining goods or services for the City's own use and creates a procurement relationship with the contractor.

A *contractor*:

- Provides goods and services within normal business operations
- Provides similar goods or services to many different purchasers
- Normally operates in a competitive environment
- Provides goods or services that are ancillary to the operation of the program, and
- Is not subject to compliance requirements of the program as a result of the contract, though similar requirements may apply for other reasons

### *Documentation for Contracts*

The City maintains the following written documentation, at a minimum, for each contract:

1. A copy of the written, signed contract/agreement for services to be performed
2. The rationale or procedure for selecting a particular contractor
3. Evidence the contract was made only to a contractor or consultant possessing the ability to perform successfully under the terms and conditions of the contract or procurement
4. Records on the services performed – date of service, purpose of service – ensuring that services are consistent and satisfactorily performed as described in the signed contract or purchase order
5. Documentation that the contractor was not paid before services were performed, and
6. Records of all payments made (such as a spreadsheet or report generated from the general ledger), including the total amount paid to the contractor

### **Payment Only After Services Are Performed**

For both State and Federally funded contracts, it is not permissible under Texas law to pay a contractor or consultant in *advance* of performing services. Advance payment to contractors is

considered “lending credit” to the contractor and is prohibited under the *Texas Constitution*, Article 3, §§ 50 and 52. For ongoing services that occur monthly, payment can be made at the end of every month (based on a proper invoice submitted by the contractor and verification of work performed) for services performed during the month, or some other similar arrangement. Consultants and contractors will not be paid without having a properly signed and dated contract or other written agreement in place which clearly defines the scope of work to be performed, the beginning and ending dates of the contract, and the agreed-upon price. The contract should also include a description of the payment procedures.

Upon performance of services (at contract milestones or upon completion of services), the contractor is required to submit an *invoice* to the City that contains at a minimum the following:

- a clear identification of the contractor/consultant, including name and mailing address
- a corresponding contract (or written agreement) number, if applicable
- the dates (beginning and ending date) during which the services were performed (i.e., billing period)
- a description of the services/activities completed during the billing period
- the total amount due to the contractor for the billing period

By submitting a properly-prepared invoice, the contractor is certifying that it is true and correct.

#### **Verification of Receipt of Goods and Services Provided by Contractors**

If the purpose of the contract or purchase order is to deliver goods, the City will designate the appropriate staff to verify that the quantity and quality of goods were as specified in the contract/purchase order. The receiving report and procedures used in all other State/local purchases will be used for all Federal purchases. If the purpose of the contract is to purchase services, the contract manager along with the City Mayor will verify that the quality and scope of services were received as specified in the contract.

#### **Prompt Payment to Vendors/Contractors**

The City pays all vendors/contractors within thirty (30) days of receipt of a proper invoice and the receipt of the goods or services in accordance with the [\*Texas Prompt Payment Act\*](#), *Government Code, Chapter 2251, Subchapter A, for all contractors, and*

**Contracting with Historically Underutilized Businesses (HUB), Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Firms**

The City will take all necessary steps to affirmatively assure HUBs, small and minority businesses, women's business enterprises, and labor surplus firms are notified of bidding opportunities and utilized whenever possible. Affirmative steps will include the following:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in parts (1)-(5) above

### **Suspension and Debarment**

The City will ensure, prior to award, that all contractors have met all the eligibility requirements outlined in state and Federal law. The following steps will be taken to ensure contractor eligibility for all services procured.

- Contractors: All contractors, including professional consulting and engineering firms, must be cleared via a search of the Federal System of Award Management ('SAM') to ensure the contractor is in good standing and has not been debarred. The SAM portal can be found here: <https://sam.gov/SAM/pages/public/searchRecords/search.jsf>.
- Subcontractors: Subrecipients must notify the selected prime contractors that it is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements.



# Flatonia City Council

August 25th, 2020 Council Meeting

---

## **DELIBERATION**

8.2-2020.10

**Agenda Item:** Consider and take appropriate action on adopting a proclamation of April as Fair Housing Month

### **Attachments:**

1. Proclamation of April as Fair Housing Month

## Proclamation of April as Fair Housing Month

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of City of Flatonia, do proclaim April as Fair Housing Month in the City of Flatonia and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the \_\_\_\_ day of August, 2020.

---

Bryan Milson  
Mayor

---

Sarah Novo  
City Manager

---

Approved as to form:  
Maria Angela Flores Beck  
City Attorney





# Flatonia City Council

August 25th, 2020 Council Meeting

---

## **DELIBERATION**

8.2-2020.11

**Agenda Item:** Consider and take appropriate action on a Resolution to update the Hazard Mitigation Plan for mitigation actions to include new projects.

**Background:** Proposed updates are not ranked because ranking was done with community input.

### **Attachments:**

1. Resolution to update the 2016 Hazard Mitigation Plan
2. Flatonia Mitigation Actions, Guiding Principles, Goals and Objectives
3. Proposed updates to Flatonia Recommended Mitigation Actions

**RESOLUTION OF THE CITY OF  
FLATONIA CITY COUNCIL**

**WHEREAS**, Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and,

**WHEREAS**, the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the jurisdictions to prepare and adopt a local mitigation plan every five years: and,

**WHEREAS**, the plan incorporates the comments, ideas and concerns of the community and of the public in general, which the plan is designed to protect, ascertained through a series of public meetings, publication of the draft plan, press releases, and other outreach activities; and

**WHEREAS**, the City of Flatonia City Council approve and adopted the Hazard Mitigation Plan and resolved to execute the actions in the plan at their November 8, 2016 city council meeting; and

**WHEREAS**, the Federal Emergency Management Agency requires that all projects submitted for hazard mitigation grant funding be included in the Hazard Mitigation Plan per 44 CFR Section 201.6 (2)(C)(3)(i-iv); and

**WHEREAS**, the City of Flatonia has identified additional mitigation actions not included in the plan; and

**NOW THEREFORE, BE IT RESOLVED** by the **City of Flatonia City Council** that the update of the Recommended Mitigation Actions be included in the Hazard Mitigation Plan is hereby approved and adopted by the City Council of the City of Flatonia and resolves to execute the additional actions in the plan.

**ADOPTED** by City of Flatonia City Council on this \_\_\_ day of \_\_\_\_\_, 2020.

APPROVED

---

Mayor, City of Flatonia

ATTEST

---

City Manager

APPROVED AS TO FORM

---

Maria Angela Flores Beck

**TABLE 19-2.  
RECOMMENDED MITIGATION ACTIONS**

Action No.	Title	Description	Mitigation Action Ranking	Action Type	Applicable Goals	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline in Months	Benefit
3	Public education for hazards	Educate homeowners on how to mitigate their homes from all hazards. Research and compile suitable handout material for distribution. Compose and submit article for local newspaper. Compose and present program to local civic organizations. Possible use of city website.	4	EAP	G1, G2, G3	Administration	< \$10,000	General Operating Budget, Low Cost or Free Handout Materials, Possible Grant Funds	24	High
4	Purchase NOAA All Hazard Radios	City will purchase NOAA All Hazard Radios and distribute to residents.	10	SIP	G1, G3, G4	Emergency Management	<\$10,000	Grants	60	High
5	Fire Hydrant Program	Review and update existing fire hydrant location maps. Implement program and document each completed scheduled maintenance cycle.	6	SIP	G1	Utility Department	< \$10,000	Local O&M Budget	36	High
6	Drainage Program	Develop and implement a drainage plan schedule to clear drains from debris and fallen trees.	3	SIP	G1, G2, G6	Street Dept.	\$10,000 to \$100,000	Local O&M, Possible grants	48	High

TABLE 19-2. RECOMMENDED MITIGATION ACTIONS										
Action No.	Title	Description	Mitigation Action Ranking	Action Type	Applicable Goals	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline in Months	Benefit
5	Develop a soil conservation plan for wind and water erosion of soils	Develop soil conservation plan that can evaluate expansive soils, protect drinking water supplies from drought, and help landowners learn the benefits of installing soil and water conservation practices to mitigate flood and wind hazards on the soil.	3	LPR	G1, G4, G6	Emergency Management	\$10,000 to \$100,000	City and County Funds, USDA, NRCS	60	Medium
6	Floodplain management compliance	The city evaluated the floodplain ordinance based on the May 2015 flood event and will make the appropriate recommended changes.	1	LPR EAP	G1, G2, G3, G4, G5, G6	Floodplain Management	<\$10,000	City and County Funds, FEMA	12	High
<b>CITY OF FLATONIA</b>										
1	Electric distribution ROW tree maintenance	Inspect distribution system ROWs. Prioritize tree trimming for the City Electric Utility Crew.	1	SIP	G1	Utility Department	\$10,000 to \$100,000	Local O&M Funding	12	High
2	Emergency Notification Systems	Upgrade emergency outdoor siren system to effectively cover city limits and mass media coverage.	7	SIP EAP	G1, G3	Administration	\$10,000 to \$100,000	Local Funding, Grants	24	Medium

**TABLE 19-2.  
RECOMMENDED MITIGATION ACTIONS**

Action No.	Title	Description	Mitigation Action Ranking	Action Type	Applicable Goals	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline in Months	Benefit
7	Standby electrical power supply	Install equipment components for permanent generators at Water Plant #2 and Wastewater Treatment Plant from hazard events of dam/levee failure, earthquakes, extreme heat, flood, hail, hurricane/tropical storms, lightning, tornado, wildfire, wind, and winter weather.	8	SIP	G1	Utility Department	>\$100,000	City Budget, Grants	12	Medium
8	Quick connection emergency power	Install equipment components for portable generators to be used at critical emergency shelters and support facilities from hazard events of dam/levee failure, earthquakes, extreme heat, flood, hail, hurricane/tropical storms, lightning, tornado, wildfire, wind, and winter weather.	5	SIP	G1	Utility Department	<\$10,000	City Budget, Grants	12	Medium
9	Flood proof Wastewater Treatment Plant	Construct flood proofing elements to protect Wastewater Treatment Plant from flooding.	2	SIP	G1	Utility Department	\$10,000 to \$100,000	City Budget, Grants	24	Medium

**TABLE 19-2.  
RECOMMENDED MITIGATION ACTIONS**

Action No.	Title	Description	Mitigation Action Ranking	Action Type	Applicable Goals	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline in Months	Benefit
10	Update existing codes and ordinances	Adopt 2015 IBC regulations. Stricter building codes goes to mitigate identified hazards, such as tornado, high wind, and impact resistant materials (windows, doors, roof bracings); dry-proofing public buildings for flooding; upgrading to higher standard insulation for extreme heat and winter storms; installing lightning rods and grounding systems on public buildings; retrofitting to low-flow plumbing and replacing landscaping with drought and fire resistant plants; stricter codes for hail and fire resistant roofing and siding; implementing higher standards for foundations, and upgrading requirements for construction beams, brackets and foundations to mitigation impacts of earthquake and expansive soils.	9	LPR	G1, G4, G5	Code Compliance	<\$10,000	City Budget	12	Medium
<b>CITY OF LA GRANGE</b>										
1	Conduct public education for Hazards	Educate homeowners on how to mitigation their homes from all hazards. Education information will be included in community mailings, the website, and present at community clubs and organizations.	2	EAP	G1, G3, G4	Emergency Management	<\$10,000	City Funds	24	High

## **CHAPTER 4. GUIDING PRINCIPLE, GOALS, AND OBJECTIVES**

Hazard mitigation plans must identify goals for reducing long-term vulnerabilities to identified hazards (44 CFR Section 201.6(c)(3)(i)). The Steering Committee established a guiding principle, a set of goals, and measurable objectives for this plan, based on data from the preliminary risk assessment and the results of the public involvement strategy. The guiding principle, goals, objectives, and actions in this plan all support each other. Goals were selected to support the guiding principle. Objectives were selected that met multiple goals. Actions were prioritized based on the action meeting multiple objectives.

### **4.1 GUIDING PRINCIPLE**

A guiding principle focuses the range of objectives and actions to be considered. This is not a goal because it does not describe a hazard mitigation outcome, and it is broader than a hazard-specific objective. The guiding principle for the Fayette County Hazard Mitigation Plan Update is as follows:

- To reduce or eliminate the long-term risks to loss of life and property damage in Fayette County from the full range of natural disasters.

### **4.2 GOALS**

The following are the mitigation goals for this plan:

- **Goal 1:** Protect public health and safety.
- **Goal 2:** Protect existing and new properties.
- **Goal 3:** Increase public understanding, support and demand for hazard mitigation.
- **Goal 4:** Build and support local capacity and commitment to continuously become less vulnerable to hazards.
- **Goal 5:** Promote growth in a sustainable manner.
- **Goal 6:** Maximize the resources for investment in hazard mitigation.

### **4.3 OBJECTIVES**

The objectives are used to help establish priorities and support the agreed upon goals. The objectives are as follows:

- Objectives in support of Goal 1:
  - **Objective 1.1:** Advise the public about health and safety precautions to guard against injury and loss of life from hazards..
  - **Objective 1.2:** Maximize the utilization of the latest technology to provide adequate warning, communication, and mitigation of hazard events.
  - **Objective 1.3:** Reduce the danger to, and enhance protection of, dangerous areas during hazard events.
  - **Objective 1.4:** Protect critical facilities and services.
- Objectives in support of Goal 2:
  - **Objective 2.1:** Reduce repetitive losses to the National Flood Insurance Program.
  - **Objective 2.2:** Use the most cost-effective approaches to protect existing buildings and public infrastructure from hazards.



- **Objective 2.3:** Enact and enforce regulatory measures to ensure that development will not put people in harm's way or increase threats to existing properties.
- Objectives in support of Goal 3:
  - **Objective 3.1:** Heighten public awareness of the full range of natural hazards they face.
  - **Objective 3.2:** Educate the public on actions they can take to prevent or reduce the loss of life or property from all hazards.
  - **Objective 3.3:** Publicize and encourage the adoption of appropriate hazard mitigation measures.
- Objectives in support of Goal 4:
  - **Objective 4.1:** Build and support local partnerships to continuously become less vulnerable to hazards.
  - **Objective 4.2:** Build a cadre of committed volunteers to safeguard the community before, during, and after a disaster.
  - **Objective 4.3:** Build hazard mitigation concerns into planning and budgeting processes.
- Objective in support of Goal 5:
  - **Objective 5.1:** Incorporate hazard mitigation into the long-range planning and development activities.
  - **Objective 5.2:** Promote beneficial uses of hazardous areas while expanding open space and recreational opportunities.
  - **Objective 5.3:** Utilize regulatory approaches to prevent creation of future hazards to life and property.
- Objective in support of Goal 6:
  - **Objective 6.1:** Maximize the use of outside sources of funding.
  - **Objective 6.2:** Maximize participation of property owners in protecting their properties.
  - **Objective 6.3:** Maximize insurance coverage to provide financial protection against hazard events.
  - **Objective 6.4:** Prioritize mitigation projects, based on cost-effectiveness and starting with those sites facing the greatest threat to life, health and property.

*AREA-WIDE MITIGATION ACTIONS AND IMPLEMENTATION*

**TABLE 19-2.  
RECOMMENDED MITIGATION ACTIONS**

Action No.	Title	Description	Mitigation Action Ranking	Action Type	Applicable Goals	Responsible Department	Estimated Cost	Potential Funding Sources	Timeline in Months	Benefit
11	City wide drainage improvements	Complete a drainage study and implement the findings of that study to reduce impacts of flooding in the City of Flatonia.		SIP, FEMA, HMA	G1, G2, G4, G5	Utility Department	<\$21,000,000	City funds, HMA funds, grants	36	High
12	Wastewater treatment facility	Relocating wastewater tx plant from the flood plain and relieving 5 mile creek which flows into Peach creek. Peach creek is on TCEQ's impaired water list		SIP, HMA	G1, G4, G5, G6	Utility Department	< \$7,000,000	City funds, HMA funds, grants	36	High



# Flatonia City Council

August 25<sup>th</sup>, 2020 Council Meeting

---

## **EXECUTIVE**

ES 8.2-2020.1

### **Executive Session – Open:**

ES8.2-2020.1      As authorized by Section 551.074, Texas Government Code the council may meet 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:*



# Flatonia City Council

August 25<sup>th</sup>, 2020 Council Meeting

---

## **EXECUTIVE**

ES 8.2-2020.2

### **Executive Session – Open:**

ES8.2-2020.2      As authorized by Section 551.071, Texas Government Code, the council may meet 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:*



# Flatonia City Council

August 25<sup>th</sup>, 2020 Council Meeting

---

## DELIBERATION

ES 8.2-2020.12

**Agenda Item:** Consider and take appropriate action on approving recommendation of City Manager regarding continued employment of Melissa Brunner as City Secretary.