



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

**October 12, 2021
City of Flatonia
Regular Meeting
6:00 p.m.**

Notice of Regular 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, October 12, 2021, beginning at 6:00 p.m. in the City Hall Council Chambers located at 125 E. South Main St., Flatonia, Texas, for the purpose of considering the following agenda items:

The meeting agenda is posted online at: http://www.flatoniatx.gov/page/Council_Agendas

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 Secretary at CitySecretary@ci.flatonia.tx.us. Questions or comments must be received no later than 12:00 noon on Tuesday, October 12, 2021.

OPENING AGENDA

Call to Order
Invocation & Pledge
Citizens' Participation

Reports

<u>Reports:</u>	
<i>Police Chief's Report</i>	<i>September 2021</i>
<i>Utility Department Report</i>	<i>September 2021</i>
<i>City Manager Report</i>	<i>September 2021</i>

CONSENT AGENDA

The following agenda items may be acted upon in one motion. A Councilmember or citizen may request items be removed from the Consent Agenda for individual consideration.

- C1. Approve 3rd Quarter 2021 Hotel Occupancy Tax Expenditure Reports from the Flatonia Chamber of Commerce, Special Project and EA Arnim Archives and Museum.

- C2. Approve the minutes from the July 13th, July 19th, August 2nd, August 7th, August 10th, August 14th, August 27th, September 14th and September 22nd regular and special meetings.

DELIBERATION AGENDA

- DA10.1-2021.1 Consider and take appropriate action on appointing member to serve as a Capital Area Council of Governments Assembly Representative.
- DA10.1-2021.2 Consider and take appropriate action on a three-year Contract for Services for Promotion and Tourism between the City of Flatonia and the Chamber of Commerce through allocation of Hotel Occupancy Funds.
- DA10.1-2021.3 Consider and take appropriate action on a three-year Contract for Services for Promotion and Tourism between the City of Flatonia and the E.A. Arnim Museum through allocation of Hotel Occupancy Funds.
- DA10.1-2021.4 Consider and take appropriate action on a three-year Contract for Services for Promotion and Tourism between the City of Flatonia and Flatonia Special Projects through allocation of Hotel Occupancy Funds.
- DA10.1-2021.5 Consider and take appropriate action on Contract for two years 2022 and 2023 with Fayette County Appraisal District for Assessment and Collection Services.
- DA10.1-2021.6 Consider and take appropriate action on Resolution appointing member to serve on the Fayette County Appraisal District Board of Director.
- DA10.1-2021.7 Discussion related to payment of up to \$200.00 per month to defray cost of medical insurance for retirees.

EXECUTIVE SESSION

Executive Session – Open:

- ES10.1-2021.1 As authorized by Texas Government Code 551.074 (Personnel Matters) regarding:

Deliberating the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee: Chief of Police
- ES10.1-2021.2 As authorized by Texas Government Code 551.074 (Personnel Matters) regarding:

Review City Manager applications

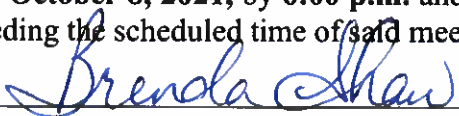
Executive Session - Closed:

DELIBERATION AGENDA

- DA10.1-2021.8 Consider and take appropriate action regarding Chief of Police.
- DA10.1-2021.9 Consider and take appropriate action regarding City Manager Applications.

ADJOURMENT

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 public at all times** and said Notice was posted on the following date and time **Friday, October 8, 2021, by 6:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



Brenda Shaw, Interim City Secretary, City of Flatonia

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING	EXECUTIVE SESSION STATEMENT
<p>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.</p>	<p>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 <u>Texas Government Code</u>, 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).</p>

Agenda Removal Notice

This Public Notice was removed from the official posting board at the Flatonia City Hall on the following date and time:

By: _____
Brenda Shaw, Interim City Secretary, City of Flatonia



FLATONIA POLICE DEPARTMENT

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

September Monthly Report

To: Flatonia City Council
From: Flatonia Police Department
Subject: September Monthly Report

Calls for Service:

There were 152 calls for service for this month.

Offense / Incident Report Activity:

09/02/2021 Officer Kucera was patrolling the north side of Flatonia when he observed a greyhound bus blocking part of the road on Farm to Market 609. Officer Kucera contacted the Greyhound Bus Company who stated they did not have a wrecker near by and it would take several hours for them to remove the bus. Officer Kucera advised dispatch and the next rotation wrecker was summoned to tow the bus out of the lane if traffic. Normal traffic resumed shortly after.

09/05/2021 Officer Stansberry was on patrol when he was flagged down by a male subject on the side of the road near South Faires Street. Officer Stansberry spoke to the male who stated he was stranded because one of the tires on his vehicle had blown out while driving. Officer Stansberry was able to contact a local tire shop and they were able to help fix the tire and the man continued his travels. The officer returned to his patrol duties.

09/06/2021 Flatonia Officers assisted Fayette County Sheriff's Office Deputies during a one vehicle roll over at mile marker 664, on Interstate 10. Traffic control was provided, and a courtesy ride was given to the passengers to a local convenience store. Patrol duties resumed.

09/07/2021 Flatonia Officers responded to a minor, two-vehicle accident, at the 100 block of East South Main Street. There were no injuries reported and the vehicles were able to be driven off the scene.

09/08/2021 Chief Dick received a phone call to the police department in reference to a man that had fallen outside a residence at the 300 block of Highway 90. Sergeant Pritchard was dispatched to the location and Fayette County Emergency Medical Services arrived on scene shortly after. The man was transported to a local hospital to be medically assessed further.

09/09/2021 Sergeant Pritchard was sent to a disabled vehicle that was obstructing traffic at Farm to Market 609 and Interstate 10 Frontage Road. Sergeant Pritchard provided traffic control until a tow truck was able to remove the vehicle from the roadway. Normal patrol duties resumed.

09/15/2021 Officer Kucera was flagged down by a stranded motorist who needed help jump starting his vehicle. Officer Kucera assisted the motorist and then returned to his patrol duties.

09/15/2021 Officer Llanes was dispatched to the 600 block of South Faires, regarding someone going around knocking on people's doors late at night. The officer arrived in the area and could not locate any individuals in the vicinity of the reported knocking. The location was placed on close patrol after that incident was reported.

09/17/2021 Officer Llanes provided back up for a Fayette County Deputy, during a warrant arrest at the 1400 block of Farm to Market 609. Without further incident the officer returned to his patrol duties.

09/18/2021 Lieutenant Pritchard assisted the Fayette County Sheriff's Office during a one-vehicle rollover accident at mile marker 659, on Interstate 10. Minor injuries were reported, and the vehicle was towed from the location.

09/20/2021 Flatonia Officers received a call, in reference to a welfare concern. A woman had been attempting to reach out to her father who was ill and living in Flatonia. She could not get in touch with him, and she was worried about his wellbeing. Flatonia Officers were able to locate the man and make sure he was doing alright. The man advised he would call his daughter. Officers resumed their patrol duties.

09/21/2021 Chief Dick heard Fayette County Emergency Services respond to a call at the 200 Block of East 2nd Street. Chief Dick, being a licensed paramedic, and certified first responder, arrived at the location. Chief Dick assisted Fayette County Emergency Services with the call and returned to normal duties.

09/29/2021 A Flatonia Police Officer was dispatched to the corner of 6th Street and South Penn Street regarding a fire. The fire was located on a tree that appeared to have been struck by lightning. Flatonia Fire & Rescue arrived on location and put the fire out without any other incidents.

NO FURTHER DETAILED INFORMATION IS PUBLISHED DUE TO ON GOING INVESTIGATION OF CASES.

Arrests and Pending Charges

There were 0 arrests for the month of August.

Code Enforcement

There were 9 Code Compliance Investigations this month.

09/01/2021 A resident that had been contacted about her property having tall grass, reached out to the Flatonia Police Department regarding her tall grass. The resident stated she had been very ill and could not get her grass cut so she needed a little more time to recover, but she said she would be cutting her grass as soon as she was better.

09/17/2021 A complaint in reference to junked vehicles located on 1st Street was reported to the police department.

09/17/2021 Lieutenant Pritchard located the vehicles and notated what vehicles they were and began her investigation into the complaint received.

09/22/2021 Officer Kucera began to establish contact with the owners of the vehicles and explained the city ordinances to those he could speak to at the time.

09/22/2021 Lieutenant Pritchard received a walk-in from a local citizen that wanted more information about the city ordinances. He was advised that the ordinances were on the city page online and he stated he was aware of that, but he could not understand them because of a language barrier. Lieutenant Pritchard advised him that she would be contacting the city officials to check if something could be done about that.

09/23/2021 Lieutenant Pritchard received a call from a local resident in reference to a junked vehicle on their property. The resident stated that the vehicle was located on family property, and they did not live in town, but that she would be speaking to her family so the vehicle could be removed as soon as possible.

Flatonia Officers regularly contact local citizens in regard to code compliance matters.

Traffic Contacts:

12

All Flatonia Police Officers, including command staff, have conducted traffic control throughout the city and specifically in the areas of town that complaints of speeders have been received. Flatonia officers will continue to conduct stationary and mobile radar to alleviate the traffic concerns.

In-Service Training:

Flatonia Police Department officers continuously strive to partake in different training provided every month. Continuous training is vital because of the influence it has on the officer's everyday performance.

Animal Complaints - 1	Noise Complaints- 3	Accidents - 2
Scam Calls - 1	Disturbances - 1	Transient Calls - 1
Close Patrol - 79	Open Door - 1	Funeral Escorts - 3
Alarm Calls - 1	Suspicious Activity/Person - 1	Agency Assists - 14
Citizen assist - 6	Suspicious Vehicle- 3	Civil Matters - 4
Ministerial Vouchers - 0	Motorist assist - 3	Welfare Check - 2
Inquest - 0	Traffic Hazards - 2	Follow Ups - 0
Traffic Control- 4		

September 2021

Utility Director Activity Report

9/1

- Shredding
- Clearing electrical ROW on Starry Rd

9/2

- Clean out sewer line at Cal-Maine
- Hang signs
- Front end work on service truck

9/3

- Put rebuilt aerator motor back in service at sewer plant
- Take down old barricades
- 2 A/C systems not working at the Civic Center

9/7

- Prepare streets for paving

9/8

- Sweep South Main for paving
- Prepare streets for paving

9/9

- County primed streets
- Pull pump on lift station #6, clogged
- Put in pole for meter service on walnut
- Put in pole for meter service in Engle
- Power outage on Merken Rd in Engle.

9/10

- Guard rail on 7th St behind VFD hit by car, begin repair
- Burned connector on customer service on North Main Street
- Repair street lights

9/13

- County paving crew here. Unable to finish, transport arrived 1500 gallons short due to pump issues

9/14

- Cleaning ditches on Slaughterhouse Lane

9/15

- Meter reading

9/16

- Meter reading
- Set stub pole at Amigos car wash

9/17

- Reset sign by Cemetery
- Cemetery issues (lot questions)
- Set 4 way stop on Penn @ 2nd

9/20

- Set 2 poles for school signs
- Hook up new electrical service in Engle
- Begin electrical line extension on Starry Rd
- Control issues on lift station #2
- Disconnects for non-payment (19)

9/21

- Work on electrical line on Starry Rd
- Shred IH-10 feeders

9/22

- Put final course streets from street project
- Repair controls on lift station #2
- Begin cleaning rags and trash out of lift station #2

9/23

- Clean wet well of LS #2
- GPS software issues

9/24

- Install new pole for customer

- Work on sprinkler system at civic center
- Work on lift station #2

9/27

- Limb pickup
- Water leak @ Manor Oak Apt, found to be on customer side

9/28

- Finish limb pickup (round 1)
- Work on Christmas lights on buildings

9/29

- Hang Czhlispiel banners

9/30

- Finish hanging Czhlispiel banners
- Trim low hanging limbs downtown

CITY MANAGER'S REPORT
For Month of September, 2021
Prepared by Wayne McKethan
City Council Meeting of October 12, 2021

1. Administration

- The issue of replacing the City Secretary and City Attorney was first addressed by appointing the Knight Law firm as an Interim City Attorney and that has worked well with them helping with some of the more legal questions for the City Secretary position. Eventually, we were able to acquire the services of Brenda Shaw, through SGR as our Interim City Secretary. The two events have drastically improved our daily response capabilities.
- Bank reconciliations continue to be kept up to date, and we have been able to make some correcting entries and improved processes to our financial procedures.
- The 2020 Annual Audit is currently still open, however with the help of Bebe Henneke to assist with the audit issues and schedules we have delivered a complete response to the auditors' questions and put the completion of the 2020 Audit back in the hands of the auditors. The Auditors will be unable to begin to address our responses until after October 15th, due to the Tax season timeframe; however, we are optimistic that we are close to completion of the 2020 audit. While waiting on the 2020 audit response, we have begun the 2021 audit booklet which addresses needs of the auditors to get underway with the 2021 Audit process.
- FY 22 budget and 2021 Tax Rate information was presented and approved on September 22nd at the Special Called Meeting of the Council.
- We have received 18 applications for the permanent City Manager position, and we are reviewing those resumes and will begin the interviews soon.
- Regarding recent openings in the Police Department, we have focused on providing 24/7 coverage for the City and recruiting qualified replacements for the open positions. The major assistance from Fayette County in addressing coverage has been greatly appreciated in this time of need.



Flatonia City Council
Staff Report
October 12, 2021 Council Meeting

CONSENT AGENDA

Agenda Item: C1

Approve 3rd Quarter 2021 Hotel Occupancy Tax Expenditure Reports from the Flatonia Chamber of Commerce, Special Project and EA Arnim Archives and Museum.

Recommended Motion:

I move to approve to approve the 3rd Quarter 2021 Hotel Occupancy Tax Expenditure Reports from the Flatonia Chamber of Commerce, Special Project and EA Arnim Archives and Museum.

Attachment:

3rd Quarter 2021 Hotel Occupancy Tax Expenditure Reports from the Flatonia Chamber of Commerce, Special Project and EA Arnim Archives and Museum.

FLATONIA CHAMBER OF COMMERCE
3rd QTR HOT FUNDS REPORT FOR 2021
July, August, September 2021

DATE 2021	CHECK #	PAYABLE TO	EXPLANATION	AMOUNT
7-5	3311	Amigo's Country Corner	July & August Billboard Lease	500.00
7-5	3312	Flatonia Argus	Ad CZ50 Fundraiser	89.10
7-19	3313	Beverly Ponder	Payroll July 5-16, 2021	886.97
7-19	3314	Trips Publications	¼ page ad in Moulton Magazine	275.00
8-2	3315	Beverly Ponder	Payroll July 19-30, 2021	886.97
8-2	3316	Flatonia Band Booster Club	Full Page Ad in Football Program	150.00
8-2	3317	Schulenburg Chamber	Area Advertising for 90 on 90	285.81
8-2	3318	Veronica Garcia Luke	Marketing Advertising	1,000.00
8-4	3319	Flatonia Argus	CZ49 Reveal Party Ad	53.55
8-16	3320	Beverly Ponder	Payroll August 2 – 13, 2021	886.97
8-19	3321	Flatonia Education Foundation	Advertising at Golf Tournament	100.00
8-30	3322	Beverly Ponder	Payroll August 16-27, 2021	886.97
8-30	3323	T-Gear, LLC	2,000 CZ49 Koozies	1,000.00
9-9	3324	Flatonia Argus	Sig Ad & CZ49 Pageant Ad	47.80
9-13	3325	Amigos Country Corner	Sept & October Billboard Lease	500.00
9-13	3326	Fayette County Record	1/8 pg Ad Fall Winter Visitor Guide	595.00
9-13	3327	Fayette County Tourism Assoc	Contribution for Support	250.00
9-13	3328	Beverly Ponder	Payroll Aug 30 – Sept. 10. 2021	886.97
9-27	3329	Beverly Ponder	Payroll Sept. 13 – 24, 2021	886.97
9-27	3330	Blahuta Advertising	850 CZ49 Buttons	550.18
9-27	3331	Texas Farm & Home	¼ pg Ad CZ49	350.00
			TOTAL	11,068.26

**Flatonia Special Projects
P. O. Box 14
Flatonia, Texas 79841**

10/8/2021

Mark Eversole, President

		Beginning Balance
Re: Third Quarter		8,383.19
HOT Funds	Income	
	3,750.00	
Total Income	3,750.00	
Expenses	Description	
Rubin Cedillos	Mowing/Cleaning	-140.00
South Central / DK Refrigeration	Air Conditioner Repair	-897.04
City of Flatonia	Utilities/	
	June	-152.28
	July	-158.44
	August	-209.90
Dennis Olsovsky	Contract Labor	-1,000.00
Red Vault Bistro	Lunch Carts	-169.68
Greg Kadlub	Train Repairs	-59.81
John M Co.	Scavenger Hunt	-100.00
Amazon Sig	Supplies Displays	-55.19
Total Expenses		-2,942.34
Endng Balance		9,190.85

E. A. Arnim Archives & Museum

Prepared by Judy Pate

Highlights of 3rd Quarter 2021 Activities:

Visitors:

- Holloway Travel/Super Seniors group of 20 on July 16.
- Participated in the Flatonia Area Scavenger Hunt on September 24 and 25.
- Heritage visitors to the museum included members of the Faires, Krejci-Taylor, Loessin, Brunner and McGinty families.

Conservation:

- Received donations of two large collections of correspondence and paper ephemera to be appropriately sorted and evaluated for retention in the museum's permanent collection.

Other:

- Have received some really fabulous donations for our collection this quarter—it has been a great year for museum acquisitions so far!
- Placed ads in the Flatonia Magazine, the Flatonia Bulldog football program and the Fayette County fall visitor's guide (see attached). Received bonus space in the latter for an article I wrote regarding some recent museum acquisitions.
- Completed construction of a "shed" type structure in the southeast corner of the museum barn, to provide storage space lost when we converted our previous storage closet into an additional restroom.
- Planning and preparations are underway for our annual open house and fundraiser scheduled for November 6th.

E. A. Arnim Archives & Museum of Flatonia
3rd Quarter 2021 HOT Tax Income/Expense Report

Balance Forward		\$ 4,882.29
HOT TAX INCOME IN 3rd QUARTER		
City of Flatonia		\$ 6,563.00
Interest Income		\$ 2.12
TOTAL INCOME		\$ 6,565.12
HOT TAX EXPENSES IN 3rd QUARTER		
Utilities		
Electric & Water	1,370.47	
Telephone & Internet	<u>398.43</u>	
TOTAL Utilities		1,768.90
Wages		2,253.34
Payroll Tax		379.44
Security		291.00
Office Expenses		17.19
Insurance		711.50
Conservation		866.24
Advertising and Promotion		<u>1,870.00</u>
TOTAL EXPENSES		\$8,157.61
Balance Forward:		\$3,289.80



Flatonia City Council

Staff Report

October 12, 2021 Council Meeting

CONSENT AGENDA

Agenda Item: C2

Approve the minutes from the July 13th, July 19th, August 2nd, August 7th, August 10th, August 14th, August 27th, September 14th and September 22nd regular and special meetings.

Recommended Motion:

I move to approve to approve the minutes from the July 13th, July 19th, August 2nd, August 7th, August 10th, August 14th, August 27th, September 14th and September 22nd regular and special meetings.

Attachments:

Minutes

**Minutes
Flatonia City Council
Regular Meeting
July 13, 2021**

Present:

Mayor	Bryan Milson
Councilpersons	Catherine Steinhauser Mark Eversole Dennis Geesaman Ginny Sears Allen Kocian
City Staff	Sarah Novo, City Manager Heather Ambrose, City Secretary Jack Pavlas, Utilities Director Lee Dick, Police Chief

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

The invocation was given by Councilmember Kocian. Mayor Milson led the pledges to the American and Texas flags.

Citizen's Participation

Richard Schacherl addressed Council on issues with splash pad flooding the golf course. John and Taryn Trussell's presented letter and addressed Council issues of speeding.

Reports

Police Department Activity Report	Chief Dick did not have anything to add to report.
Utility Department Activity Report	Utility Director Pavlas did not have anything to add to report.
City Manager's Report	City Manager did not have anything to add to report.

Consumer Confidence Report for 2020

Consent Agenda

Councilmember Geesaman moved to approve the consent agenda approving the minutes of the April 13th, April 22nd, May 11th regular and special meetings, the 2nd Quarter FY 2020-2021 Hotel/Motel (HOT) Tax funding reports from the Flatonia Chamber of Commerce, Special Projects

(Railpark) and Armin Museum and appointment of Elias Flores to serve on the Flatonia housing Authority Board of Commissioners for the remainder of term vacated by Julia Webster, commencing on the appointment date and ending on February 9, 2023. Councilmember Steinhauser seconded the motion. None opposed. Motion carried.

Proclamations

Mayor Milson read Proclamation declaring July 2021 as “Parks and Recreation Month” in the City of Flatonia and presented proclamation to Utilities Director Jack Pavlas and Utility worker Jon Blair.

Deliberation Agenda

DA7.1-2021.1 Consider action on request from citizen Laura Evans related to the height of the privacy fence between her property and the Dollar General property. Council requested city staff to reach out to the Dollar General owners and ask if they would be willing to reduce the height of the fence to 3 ft to allow greater visibility. No action was taken on this item.

DA7.1-2021.2 Council discussed adopting a plan to study the effectiveness of the current City of Flatonia Streetlight System. Council requested quote for Phase 1 Streetlight plan for budget workshop. No action was taken on this item.

DA7.1-2021-3 Council scheduled special meetings for budget workshops on July 19th at 5:30 p.m. and August 2nd at 5:00 p.m.

DA7.1-2021-4 Council discussed issues related to drainage from splashpad within McWhirter Park. Council requested plan of action currently there is no funding for this project.

Executive Session

Mayor Milson convened the Flatonia City Council into Executive Session at 7:44 p.m. to discuss:

ES 7.1-2021.1 Section 551.074 of the Texas Government Code Personnel Matters regarding: Review City Attorney RFQ submissions.

Mayor Milson reconvened the City Council into Regular Session at 8:17 p.m.

Deliberation Agenda

DA7.1-2021.5 Consider action regarding the City Attorney RFQs. No action was taken.

The meeting was adjourned at 8:19 p.m.

Signed

Bryan Milson
Mayor

Attest

Brenda Shaw
Interim City Secretary

**Minutes
Flatonia City Council
Special Meeting
July 19, 2021**

Present:

Mayor	Bryan Milson
Councilpersons	Catherine Steinhauser
	Mark Eversole
	Dennis Geesaman
	Ginny Sears
	Allen Kocian
City Staff	Sarah Novo, City Manager
	Heather Ambrose, City Secretary
	Jack Pavlas, Utilities Director
	Lee Dick, Police Chief

Mayor Milson called the Special meeting to order at 6:05 p.m.

The invocation was given by Councilmember Kocian. Mayor Milson led the pledges to the American and Texas flags.

Workshop Agenda

WS7.2-21.1 Council held workshop on FY2021-2022 Budget.

Council recessed the meeting at 6:38 p.m.

Council reconvened the meeting at 7:02 p.m.

Deliberation Agenda

DA7.2-2021.1 Consider action on FY2021-2022 Budget. No action was taken on this item.

The meeting was adjourned at 9:33 p.m.

Signed

Bryan Milson
Mayor

Attest

Brenda Shaw
Interim City Secretary

**Minutes
Flatonia City Council
Special Meeting
August 2, 2021**

Present:

Mayor	Bryan Milson
Councilpersons	Catherine Steinhauser Mark Eversole Dennis Geesaman Ginny Sears Allen Kocian
City Staff	Sara Novo, City Manager Lee Dick, Police Chief

Mayor Bryan Milson called the Special meeting to order at 5:00 p.m.

The invocation was given by Mayor Milson. Mayor Milson led the pledges to the American and Texas flags.

Citizen's Participation

Presentation

Introduction and expression of gratitude to the summer season 2021 McWhirter Pool staff.

Consent Agenda

Councilmember Geesaman moved to approve the minutes of the May 11, 2021, Canvass Special City Council meeting. Councilmember Steinhauser seconded the motion. None opposed. Motion carried.

Executive Session

Mayor Milson convened the Flatonia City Council into Executive Session at 5:04 p.m. to discuss:

ES 8.1-2021.1 Section 551.074 of the Texas Government Code Personnel Matters regarding: Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: Interview of City Attorney Candidates

ES 8.1-2021-2 Section 551.074 of the Texas Government Code Personnel Matters regarding: Deliberating the appointment, employment, evaluation,

reassignment, duties, discipline or dismissal of a public officer or employee: City Secretary

ES 8.1-2021.3 Section 551.074 of the Texas Government Code Personnel Matters regarding: Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Manager

Mayor Milson reconvened the City Council into Regular Session at 7:44 p.m.

Deliberation Agenda

DA8.1-2021.1 No action was taken regarding City Attorney RFQ's.

DA8.1-2021.2 Councilmember Geesaman moved to accept the resignation of City Secretary Heather Ambrose. Councilmember Sears seconded the motion. None opposed. Motion carried.

DA8.1-2021-3 Councilmember Geesaman moved to accept the resignation of City Manager Sarah Novo. Councilmember Sears seconded the motion. Councilmembers Geesaman, Sears and Eversole voted aye. Councilmembers Steinhauser and Kocian voted No. Motion carried.

DA8.1-2021-4 Councilmember Steinhauser moved to approve the installation of a four-way stop sign at 2nd Street and Penn Street. Councilmember Eversole seconded the motion. None opposed. Motion carried.

Workshop Session

WS8.1-2021.1 Workshop on FY2021-2022 Budget was not held. Council agreed to move budget workshop to a special meeting on Saturday, August 7th at 11:00 a.m.

The meeting was adjourned at 7:55 p.m.

Signed

Bryan Milson
Mayor

Attest

Brenda Shaw
Interim City Secretary

**Minutes
Flatonia City Council
Special Meeting
August 7, 2021**

Present:

Mayor	Bryan Milson
Councilpersons	Catherine Steinhauser
	Mark Eversole
	Dennis Geesaman
	Ginny Sears
	Allen Kocian

City Staff

Mayor Milson called the Special meeting to order at 11:00 a.m.

The invocation was given by Councilmember Geesaman. Mayor Milson led the pledges to the American and Texas flags.

Citizen Participation

- Pamela Stolarski addressed the Council on chain of command, job cross training and job descriptions for city employees.
- Heather Ambrose addressed the Council on her reasons for resigning.

Workshop Agenda

WS8.2-2021.1 Council held workshop on FY2021-2022 Budget.

Deliberation Agenda

DA8.2-2021.1 Consider action on FY2021-2022 Budget. No action was taken on this item.

The meeting was adjourned at 3:33 p.m.

Signed

Bryan Milson
Mayor

Attest

Brenda Shaw
Interim City Secretary

**Minutes
Flatonia City Council
Special Meeting
August 10, 2021**

Present:

Mayor	Bryan Milson
Councilpersons	Catherine Steinhauser
	Mark Eversole
	Dennis Geesaman
	Ginny Sears
	Allen Kocian

City Staff

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

The invocation was given by Councilmember Geesaman. Mayor Milson led the pledges to the American and Texas flags.

Citizen Participation

Executive Session

Mayor Milson convened the Flatonia City Council into Executive Session at 6:06 p.m. to discuss:

ES 8.3-2021.1 Section 551.074 of the Texas Government Code Personnel Matters regarding: Discussion and consideration of Interim City Manager

ES8.3-2021.2 Section 551.074 of the Texas Government Code Personnel Matters regarding: Discussion and consideration of Interim City Secretary

Mayor Milson reconvened the City Council into Regular Session at 7:26 p.m.

Deliberation Agenda

DA8.3-2021.1 Councilmember Geesaman moved to have Mayor Milson point of contact to negotiate contract with SGR for Wayne McKethan to serve as Interim City Manager.

DA8.3-2021.2 No action was taken regarding Interim City Secretary.

The meeting was adjourned at 7:28 p.m.

Signed

Bryan Milson
Mayor

Attest

Brenda Shaw
Interim City Secretary

**Minutes
Flatonia City Council
Special Meeting
August 14, 2021**

Present:

Mayor	Bryan Milson
Councilpersons	Catherine Steinhauser Mark Eversole Dennis Geesaman Ginny Sears Allen Kocian
City Staff	Jack Pavlas, Utilities Director Lee Dick, Police Chief
Others	Mark McLaughlin, former city manager; John Burleson, Flatonia Fire & Rescue Chief; Mike Whitten, Assistant Fire & Rescue Chief; James Robinson, Firefighter; Gregg Robinson, Firefighter

Mayor Milson called the Special meeting to order at 8:00 a.m.

The invocation was given by Councilmember Geesaman. Mayor Milson led the pledges to the American and Texas flags.

Citizen Participation

Workshop Agenda

WS8.4-2021.1 Council held workshop on FY2021-2022 Budget.

Mayor Milson announced break at 10:56 a.m. Council reconvened budget workshop at 11:01 a.m.

Mayor Milson announced break at 12:42 p.m. Council reconvened budget workshop at 12:45 p.m.

Budget workshop ended at 1:24 p.m.

Deliberation Agenda

DA8.4-2021.1 Councilmember Geesaman moved to appoint Wayne McKethan as Temporary Lead Administrator for the City of Flatonia For Prosperity Bank Cash Management Purposes. The motion was seconded by Councilmember Steinhauser. None opposed. Motion carried.

DA8.4-2021.2 Consider action on FY2021-2022 Budget. No action was taken on this item.

The meeting was adjourned at 1:26 p.m.

Signed

Bryan Milson
Mayor

Attest

Brenda Shaw
Interim City Secretary

**Minutes
Flatonia City Council
Special Meeting
August 27, 2021**

Present:

Mayor	Bryan Milson
Councilpersons	Catherine Steinhauser Mark Eversole Dennis Geesaman Ginny Sears Allen Kocian
City Staff	Wayne McKethan, Interim City Manager Cheryl Sedlar, Building Permits/Customer Service Administrator Jack Pavlas, Utilities Director Lee Dick, Police Chief

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

The invocation was given by Councilmember Geesaman. Mayor Milson led the pledges to the American and Texas flags.

Deliberation Agenda

DA8.5-2021.1 Councilmember Geesaman moved to set the 2021 proposed tax rate for the City of Flatonia at \$0.3150 per \$100.00 of taxable value. Councilmember Eversole seconded the motion. None opposed. Motion carried.

DA8.5-2021.2 Council set date for Public Hearing on FY 2022 Budget on September 22, 2021 at 6:00 p.m.

Executive Session

Mayor Milson convened the Flatonia City Council into Executive Session at 6:20 p.m. to discuss:

ES 8.1-2021.1 Section 551.074 of the Texas Government Code Personnel Matters
regarding: Consider City Attorney RFQ's.

Mayor Milson reconvened the City Council into Regular Session at 7:14 p.m.

No action was taken.

The meeting was adjourned at 7:16 p.m.

Signed

**Bryan Milson
Mayor**

Attest

**Brenda Shaw
Interim City Secretary**

**Minutes
Flatonia City Council
Regular Meeting
September 14, 2021**

Present:

Mayor	Bryan Milson
Councilpersons	Catherine Steinhauser Mark Eversole Dennis Geesaman Ginny Sears Allen Kocian
City Staff	Wayne McKethan, Interim City Manager Brenda Shaw, Interim City Secretary Cheryl Sedlar, Building Permits/Customer Service Administrator Jack Pavlas, Utility Director Lee Dick, Police Chief

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

The invocation was given by Councilmember Geesaman. Mayor Milson led the pledges to the American and Texas flags.

Citizen's Participation

- Citizen Richard Schacherl addressed Council on splash pad flooding the golf course.

Reports

Police Department Activity Report	Chief Dick did not have anything to add to report.
Utility Department Activity Report	Utility Director Pavlas did not have anything to add to report.
City Manager's Report	Interim City Manager Wayne McKethan did not have anything to add to report.

Consent Agenda

Councilmember Geesaman moved to approve the consent agenda approving to re-appointment of Herbert Mann and Ted Bratton to serve on the Board of Commissioners of the Housing Authority of the City of Flatonia, TX term ending on September 14, 2023. Councilmember Steinhauser seconded the motion. None opposed. Motion carried.

Public Hearing

PH9.1-2021.1 Public Hearing on request from Tammy Collins for a Conditional Use Permit allowing the operation of a bed and breakfast on property located at PID 28054 addressed with the Fayette County Appraisal District as 403 N, La Grange Street, Flatonia, TX.

There were no comments on this item.

Deliberation Agenda

DA9.1-2021.1 Councilmember Sears moved to approve request from Tammy Collins for a Conditional Use Permit allowing the operation of a bed and breakfast on property located at PID 28054 addressed with the Fayette County Appraisal District as 403 N, La Grange Street, Flatonia, TX. Councilmember Steinhauser seconded the motion. None opposed. Motion carried.

DA9.1-2021.2 Council discussed Phase I and Phase II Streetlight Plan for the City of Flatonia Streetlight System. No action was taken on this item.

DA9.1-2021.3 Councilmember Geesaman moved to adopt Stop Sign Ordinance. Councilmember Steinhauser seconded the motion. None opposed. Motion carried.

DA9.1-2021.4 Council discussed issues related to drainage from the splashpad within McWhirter Park. Council requested an agreement between parties before final decision is made on this item.

The meeting was adjourned at 7:10 p.m.

Signed

Bryan Milson
Mayor

Attest

Brenda Shaw
Interim City Secretary

**Minutes
Flatonia City Council
Special Meeting
September 22, 2021**

Present:

Mayor	Bryan Milson
Councilpersons	Catherine Steinhauser Mark Eversole Dennis Geesaman Ginny Sears Allen Kocian
City Staff	Wayne McKethan, Interim City Manager Brenda Shaw, Interim City Secretary Cheryl Sedlar, Building Permits/Customer Service Administrator Lee Dick, Police Chief

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

The invocation was given by Councilmember Kocian. Mayor Milson led the pledges to the American and Texas flags.

Citizen's Participation

- Leisha Siegel-Kolb addressed the Council on Police Department. Her concerns were how many officers are currently on patrol and does the police department have enough to properly cover the city 24-hour hours a day. She also would like to know when stop signs are placed.

Public Hearing

PH9.2-2021.1 Mayor Milson opened public hearing on Proposed 2021-2022 Fiscal Year Budget.

There were no public comments.

Deliberation Agenda

DA9.2-2021.1 Councilmember Sears moved to adopt Ordinance No. 2021.9.2 approving the 2021-2022 Fiscal Year Budget. Councilmember Geesaman seconded the motion, upon roll call the vote was recorded as:

Mayor Bryan Milson:	Aye
Councilmember Dennis Geesaman:	Aye
Councilmember Ginny Sears:	Aye

Councilmember Mark Eversole: Aye
Councilmember Allen Kocian: Aye
Councilmember Catherine Steinhauser: Aye

Motion carried.

DA9.2-2021.2 Councilmember Sears moved to adopt Ordinance No. 2021.9.3 approving the 2021-2022 Fiscal Year Budget. Councilmember Eversole seconded the motion, upon roll call the vote was recorded as:

Mayor Bryan Milson: Aye
Councilmember Dennis Geesaman: Aye
Councilmember Ginny Sears: Aye
Councilmember Mark Eversole: Aye
Councilmember Allen Kocian: Aye
Councilmember Catherine Steinhauser: Aye

Motion carried.

DA9.2-2021.3 Councilmember Kocian moved to appoint Richard Niemann to the Flatonia Economic Development Board to fulfill the remainder of the term of the seat vacated by Ashley Beeman. Councilmember Eversole seconded the motion. None opposed. Motion carried.

DA9.2-2021.4 Councilmember Steinhauser moved to re-appoint Richard Niemann, Brad Bass, Shirley Williams and Taylor Laney to the Flatonia Economic Development Board. The term shall be for two years, commencing on October 1, 2021 and ending on September 30, 2023. Councilmember Kocian seconded the motion. None opposed. The motion carried.

The meeting was adjourned at 7:32 p.m.

Signed

Bryan Milson
Mayor

Attest

Brenda Shaw
Interim City Secretary



Flatonia City Council
Staff Report
October 12, 2021 Council Meeting

DELIBERATION AGENDA

DA10.1-2021.1

Agenda Item:

Consider and take appropriate action on appointing member to serve as a Capital Area Council of Governments Assembly Representative.

In the past the City has appointed the City Manager as their representative to serve on the CACOG.

Recommended Motion:

I move to appoint **name of representative** to the Capital Area Council of Governments Assembly Representative.

Attachment:

Letter and Appointment Form



APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.
Counties: Official appointments are made at Commissioners Court.
Cities, Towns, Villages: Official appointments are made at City Council meetings.
Organizations: Official appointments are made by the Board or other governing body.

PLEASE COMPLETE THE FOLLOWING SECTION

Governing Body:

_____ County Commissioners Court (e.g., Travis County Commissioners Court)
-OR-
FLATONIA _____ City Council (e.g., Austin City Council)
-OR-
_____ Other (Board or other governing body)

City, County, or Organization being represented

Name of Representative

Position

Address

City, Zip Code

Telephone Number

Fax Number

Email address (General Assembly Reps. will be subscribed to CAPCOG Connections, Training Alerts, & other e-newsletters.)

Check One:

_____ Reappointment

_____ Filling Vacancy

Changing Representative

SARAH NOVO
Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly Representative for the above entity on _____.

Date of Meeting

Signature of Chief Elected Official/Chair of Governing Board

Date

Please fax this form to 512-916-6001 or email it to dbrea@capcog.org. For questions about completing this form, call Deborah Brea at 512-916-6018.



Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165

Austin, Texas 78744-2306

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

www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

August 19, 2021

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

Dear Mayor Milson,

This year the services we have traditionally provided to our 10-county region have become more important than ever as we continued to adapt to delivering them virtually and in-person. We kept a portion of law enforcement training online, enhanced coordination of regional emergency response between local governments, and assisted communities to apply for coronavirus-related economic development grants. Our Aging Services staff continued to redirect federal funds for more shelf-stable meals for older adults, transportation for medical trips, and income assistance to keep them and disabled individuals in their homes. Meanwhile, our Emergency Communications Division continued testing 9-1-1 infrastructure upgrades to activate Next Generation 9-1-1, which will deliver digital information including photos and video and will accurately locate callers. Ultimately, this enhances our first responders' work. We are also assessing the impact of teleworking on the region's air quality and planning how to increase economic resiliency through the diversification of employment sectors.

CAPCOG exists to provide these services because of the member cities, counties and organizations in our ten counties — your ongoing support with membership dues allows us to provide the match for grants that cover several of the programs mentioned above and to fund staff time to work on issues the state and federal grants don't fund such as broadband planning, analysis work on flooding and water issues, and our website data portal that continuously updates information communities need for grant applications.

We appreciate your support and your involvement. My staff and I are always available to discuss what CAPCOG does or focus on any specific program or activity. We always take this opportunity to remind you who represents your agency on the General Assembly, CAPCOG's governing body; if that has changed and you need to appoint someone else, please use the attached form to let us know.

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

Best regards,

Betty Voights

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



Flatonia City Council

Staff Report

October 12, 2021 Council Meeting

DELIBERATION AGENDA

DA10.1-2021.2

Agenda Item:

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

Recommended Motion:

I move to approve a three-year contract for services for promotion and tourism between the City of Flatonia and the Chamber of Commerce through allocation of Hotel Occupancy Funds.

Attachment:

Contract

CONTRACT FOR SERVICES
FOR
PROMOTION AND TOURISM

THIS CONTRACTUAL AGREEMENT, made and entered into this the ____ day of _____ 2021, to go into effect on _____, 2021, 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 until September 30, 2024.

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, and in consideration for the Chamber advertising and promoting tourism for the visitor market from which the City derives direct tourist income benefits, the City hereby agrees to remit annually to the Chamber an amount equal to the lesser of forty-five percent (45%) or thirty-three thousand seven hundred fifty dollars (\$33,750) of the local hotel occupancy tax receipts that are collected for the previous 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. Provided, however, that the total amount available for distribution to all qualifying entities will not exceed \$75,000.00. 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.

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 overnight 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 other general online and offline media publications and/or forums 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 an increase in overnight stays in hotels within the City and an overall economic benefit for the City through all of such activities, that it

will provide tourist related information about the City upon request, and that it will serve as an advisory body to the City, on request, in matters related to expanding the tourist derived economy.

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 of October 1, 2021, through September 30, 2024, the Chamber shall provide a proposed budget for the following annual period prior to receipt of any funds to City. For the period of October 1, 2021 through September 30, 2022, Chamber will provide the proposed budget no later than December 1, 2021. 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 1st through September 30th period(s), a proposed budget for the upcoming year. Said budgets must 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.

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 term of this contract shall run from _____, 2021 to September 30, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ___ day of October, 2021.

CITY OF FLATONIA

By: _____

Bryan Milson

Mayor

City of Flatonia

ATTEST:

By: _____

Wayne McKethan

Interim City Manager

APPROVED AS TO FORM

By: _____

Barbara Boulware-Wells

CHAMBER OF COMMERCE

By: _____

Printed Name: _____

President

Flatonia Chamber of Commerce



Flatonia City Council

Staff Report
October 12, 2021 Council Meeting

DELIBERATION AGENDA

DA10.1-2021.3

Agenda Item:

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

Recommended Motion:

I move to approve a three-year contract for services for promotion and tourism between the City of Flatonia and the E.A. Arnim Museum through allocation of Hotel Occupancy Funds.

Attachment:

Contract

CONTRACT FOR SERVICES
FOR
PROMOTION AND TOURISM

THIS CONTRACTUAL AGREEMENT, made and entered into this the ____ day of October, 2021,, to go into effect on _____ 2021, 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 and effect until September 30, 2024.

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, and 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 hereby agrees to remit annually to the Arnim Museum an amount equal to the lesser of thirty-five percent (35%) or twenty-six thousand two hundred fifty dollars (\$26,250) of the local hotel occupancy tax receipts that are collected for the previous 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. Provided, however, that the total amount available for distribution to all qualifying entities will not exceed \$75,000.00. 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.

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 overnight 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 other general online and offline media publications and forums 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 an increase in overnight stays in hotels within the City and an overall economic benefit for the City through all of such activities,

that it will provide tourist-related information about the City upon request, and that it will serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

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 of October 1, 2021, through September 30, 2024, the Arnim Museum shall provide a proposed budget for the following annual period prior to receipt of any funds to City. For the period of October 1, 2021 through September 30, 2022, Arnim Museum will provide the proposed budget no later than December 1, 2021. 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 1st through September 30th period(s), a proposed budget for the upcoming year. Said budgets must be approved by the City Council in writing, in advance of the release of any local hotel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Arnim Museum with respect to expenditure of revenue provided.

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

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

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

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

V

The City Council shall review the Agreement annually prior to the budget adoption. If either party breaches this agreement, the other party must give the breaching party thirty (30) days written notice to cure the breach. If the breaching party has not cured the breach within thirty (30) days after receipt of the written notice, then the non-breaching party shall have the option to terminate this agreement. Said notice shall be in writing stating the reason for termination and the date of said termination and delivered as herein provided.

VI

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

VII

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

VIII

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

IX

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

X

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

XI

The term of this contract shall run from October ____, 2021 to September 30, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ___ day of October, 2021.

CITY OF FLATONIA

By: _____
Bryan Milson
Mayor
City of Flatonia

ATTEST:

By: _____
Wayne McKethan
Interim City Manager

APPROVED AS TO FORM

By: _____
Barbara Boulware-Wells
Interim City Attorney

E.A. ARNIM ARCHIVES AND MUSEUM, INC.

By: _____
Printed Name: _____
President
E.A. Arnim Archives and Museum, Inc.



Flatonia City Council

Staff Report
October 12, 2021 Council Meeting

DELIBERATION AGENDA

DA10.1-2021.4

Agenda Item:

Consider and take appropriate action on a three-year Contract for Services for Promotion and Tourism between the City of Flatonia and the Flatonia Special Projects Inc. through allocation of Hotel Occupancy Funds.

Recommended Motion:

I move to approve a three-year contract for services for promotion and tourism between the City of Flatonia and the Chamber of Commerce through allocation of Hotel Occupancy Funds.

Attachment:

Contract

**CONTRACT FOR SERVICES
FOR
PROMOTION AND TOURISM**

THIS CONTRACTUAL AGREEMENT, made and entered into this the ___ day of October 2021, to go into effect on _____ 2021, 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 until September 30, 2024.

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, and in consideration for Railpark advertising and promoting tourism for the visitor market from which the City derives direct tourist income benefits, the City hereby agrees to remit annually to Railpark an amount equal to the lesser of twenty percent (20%) or fifteen thousand dollars (\$15,000) of the local hotel occupancy tax receipts that are collected for the previous 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. Provided, however, that the total amount available for distribution to all qualifying entities will not exceed \$75,000.00. 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.

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 overnight 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 other general online and offline media publications and/or forums 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 an increase in overnight stays in hotels within the City and an overall economic benefit for the City through all of such activities, that it will provide tourist-related information about the City upon request, and that it will serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

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 of October 1, 2021, through September 30, 2024, the Railpark shall provide a proposed budget for the following annual period prior to receipt of any funds to City. For the period of October 1, 2021 through September 30, 2022, Railpark will provide the proposed budget no later than December 1, 2021. 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 1st through September 30th period(s), a proposed budget for the upcoming year. Said budgets must 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 Flatonina, P.O. Box 329, Flatonina, Texas 78941, or the Flatonina Special Projects, Inc., P.O. Box 14, Flatonina, 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 term of this contract shall run from October ___ 2021 to September 30, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ___ day of October, 2021.

CITY OF FLATONIA

By: _____
Bryan Milson
Mayor
City of Flatonia

ATTEST:

By: _____
Wayne McKethan
Interim City Manager

APPROVED AS TO FORM

By: _____
Barbara Boulware-Wells

FLATONIA SPECIAL PROJECTS, INC.

By: _____
Printed Name: _____
President
Flatonia Special Projects, Inc.



Flatonia City Council

Staff Report
October 12, 2021 Council Meeting

DELIBERATION AGENDA

DA10.1-2021.5

Agenda Item:

Consider and take appropriate action on Contract for two years 2022 and 2023 with Fayette County Appraisal District for Assessment and Collection Services.

Recommended Motion:

I move to approve the two-year contract with Fayette County Appraisal District for Assessment and Collection Services.

Attachment:

Letter and Contract

Fayette County Appraisal District

CHIEF APPRAISER
Richard Moring RPA, RTA

DEPUTY CHIEF APPRAISER
Barbara A. Genzer RPA, RTA

OFFICE MANAGER
Amber R. Moerbe



OFFICERS OF THE BOARD

Dudley Pitand, Chairman
Glenn Altwein, Vice Chairman
Arnold Romberg, Secretary

111 South Vail Street
P. O. Box 836, La Grange, Texas 78945
Telephone 979-968-8383
FAX 979-968-8385

August 3, 2021

Mayor Brian Milson
City of Flatonia
PO Box 329
Flatonia, TX 78941

Re: Contract for Assessment and Collection Services

Dear Mayor Milson,

The contract the Fayette County Appraisal District currently has with your taxing jurisdiction for Assessment and Collection Services will expire on December 31, 2021. The enclosed contract is for two years of service, 2022 and 2023. Our goal is to continue to provide all taxing jurisdictions with prompt, quality service you have grown to expect from our office.

Please return the enclosed contract to our office by November 1, 2021.

If you have any questions concerning the contract, please feel free to contact me.

Sincerely,


Richard Moring, RPA, RTA
Chief Appraiser

THE STATE OF TEXAS §
COUNTY OF FAYETTE §

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the _____ day of _____, 2021, the Fayette County Appraisal District (hereinafter called "District") and the City of Flatonina (hereinafter called "taxing unit"), enter into the following agreement:

PURPOSE

The parties to this agreement wish to consolidate the assessment and collection of property taxes in one agency, the Fayette County Appraisal District. The parties enter this agreement to eliminate the duplication of the existing system and to promote governmental efficiency.

The parties enter this contract pursuant to the authority granted by Section 6.24, Property Tax Code, and Chapter 791 of the Texas Government Code.

TERM

This contract shall be effective from January 1, 2022 to December 31, 2023 provided, however, that the District shall complete performance of services to be performed for the 2024 tax year after December 31, 2023, if the District finds extension to be necessary. To remain effective, this contract must be approved by any subsequent governing bodies of the parties to this contract.

SERVICES TO BE PERFORMED

(1) The District shall collect the ad valorem property taxes owing to the taxing unit. The District further agrees to perform for the taxing unit all the duties provided by the laws of the State of Texas for the collection of said taxes.

(2) The District shall perform all the assessment and collection functions set out in the definitions section of the contract. Specifically, the district agrees to prepare tax statements for each taxpayer. The district shall mail said tax statement to each taxpayer within the district.

(3) The taxing unit hereby agrees that the chief appraiser of the district shall perform all the duties required by law of the tax assessor-collector of each taxing unit in regard to assessing and collecting ad valorem taxes.

PAYMENT

The taxing unit agrees to pay the District the cost of performing the services specified above. These costs shall be allocated among the taxing units contracting for assessment and collection services in the following manner: each taxing unit shall pay the portion of the cost of assessing and collecting equal to the proportion of district cost to be paid by that taxing unit under Section 6.06(d) of the Property Tax Code.

The cost of assessing and collecting taxes for each taxing unit shall be paid to the appraisal district in four quarterly installments due at the same time as the payments due in accordance with Tax Code Sec. 6.06(e). The chief appraiser and the governing body of the taxing unit may agree to delay a payment from a taxing unit or to arrange a different method of payment.

REMITTANCE OF COLLECTION

The taxes collected for each taxing unit shall be remitted to the unit monthly. Taxes collected shall be remitted on or before the fourth Tuesday of each month following the month in which such sums are collected. Remittance to the taxing units may be more frequent during peak collection periods.

ADMINISTRATIVE PROVISIONS

(1) All expenses incurred by the district for the assessment and collection of taxes shall be clearly kept on the books and records of the District. The taxing units or their designated representatives are authorized to examine the records to be kept by the District at such reasonable times and intervals as the taxing units deem fit. Such books and records will be kept in the offices of the District.

(2) The district agrees to obtain a surety bond for the chief appraiser. Such bond will be payable to the District Board of Directors in the amount of three hundred thousand dollars (\$300,000).

MISCELLANEOUS PROVISIONS

(1) The taxing unit agrees to transfer to the possession and control of the District, without charge, copies of all records necessary for the performance of the duties and responsibilities of the district pursuant to this contract. These records shall include all tax records, including delinquent tax rolls, or records available to the taxing units.

(2) The District shall not be liable to the taxing units on account of any failure to collect taxes nor shall the chief appraiser be liable unless the failure to collect taxes results from some failure on his part to perform the duties imposed upon him by law and by this agreement.

(3) Payments by the taxing unit for the service under this contract shall be made from current revenues available to the taxing units.

(4) The document containing the no new revenue and voter approval tax rates calculations will be submitted to the taxing unit in such timely manner as to allow the unit to publish the effective rate as prescribed by the truth-in-taxation laws in Chapter 26 of the Property Tax Code.

DELINQUENT TAX SUITS

The taxing unit expressly authorizes the district to employ by contract legal counsel for the collection of delinquent taxes at a fee not exceeding 20 percent of the delinquent taxes, penalties, and interest collected. The taxing unit expressly authorizes such counsel to institute and prosecute delinquent tax suits and any other required legal actions on behalf of the taxing unit to collect its taxes. The taxing unit also expressly authorizes the District to take all actions necessary to impose on its behalf the penalty authorized by Section 33.07 and Section 33.08, Texas Property Tax Code.

INTEREST INCOME AND TAX CERTIFICATE FEES TO BE RETAINED BY DISTRICT

(1) The taxing unit agrees that all interest income accrued on funds collected by the District pursuant to this contract shall belong to and be retained by the District, subject to the refund requirements of Tax Code §6.06(j).

(2) The taxing unit agrees that all fees collected by District for the preparation and issuance of tax certificates will belong to and be retained by the District, subject to the refund requirements of Tax Code §6.06(j).

DEFINITIONS

For purposes of this agreement, the terms "assessment" and "collection" shall include the following: calculation of the no new revenue and voter approval tax rates, calculation of tax, preparation of current and delinquent tax rolls, prorating of taxes, correction of clerical errors in tax rolls, collections of current liabilities, collection of delinquent taxes, providing additional penalty for collections costs, and issuance of refunds. The term "assessment" shall not include those functions defined as "appraisal" by the Property Tax Code and shall include those functions addressed in Chapter 26 of the Property Tax Code.

Executed at _____, Texas on the date and year first written above.

Mayor/Board President

FAYETTE COUNTY APPRAISAL DISTRICT

Chairperson

Vice-Chairperson

Secretary



Flatonia City Council

Staff Report
October 12, 2021 Council Meeting

DELIBERATION AGENDA

DA10.1-2021.6

Agenda Item:

Consider and take appropriate action on Resolution appointing member to serve on the Fayette County Appraisal District Board of Director for a two-year term ending December 31,2023.

Brad Cosson is currently serving on this board.

Recommended Motion:

I move to approve Resolution appointing member to serve on the Fayette County Appraisal District Board of Director.

Attachment:

Letter and Resolution

Fayette County Appraisal District

CHIEF APPRAISER
Richard Moring RPA, RTA

DEPUTY CHIEF APPRAISER
Barbara A. Genzer RPA, RTA

OFFICE MANAGER
Amber R. Moerbe



OFFICERS OF THE BOARD
Dudley Piland, Chairman
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Arnold Romberg, Secretary

111 South Vail Street
P. O. Box 836, La Grange, Texas 78945
Telephone 979-968-8383
FAX 979-968-8385

August 3, 2021

Mayor Brian Milson
City of Flatonia
PO Box 329
Flatonia, TX 78941

Dear Mayor Milson,

The term for Fayette County Appraisal District Board of Director, Mr. Brad Cosson will expire on December 31, 2021. The city may re-appoint Mr. Cosson to another two-year term ending December 31, 2023 or select another director.

Please place this item on the city's agenda and return it to our office no later than November 30, 2021. New and returning directors will take their oaths of office at the January 2022 meeting of the district's board of directors.

If you have any questions do not hesitate to contact me at (979) 968-8383.

Respectfully,


Richard Moring
Chief Appraiser

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FLATONIA TO NOMINATE, APPOINT, AND CAST VOTES IN FAVOR OF APPRAISAL DISTRICT DIRECTORS

WHEREAS, the Texas Tax Code authorizes the City of Flatonia to appoint candidates for the position of director of the Fayette County Appraisal District (CAD); and

WHEREAS, the taxing entities which participate in Fayette CAD have provided that directors be appointed by individual or combined taxing entities rather than selected by voting entitlements based on levy;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLATONIA THAT the following individual(s) be nominated and appointed for the position of director of the Fayette County Appraisal District and that all votes assigned the City of Flatonia are hereby cast in favor of the appointment of the following individual(s):

Dated this ____ day of _____, 2021.

Presiding Officer

Attested:

Secretary



Flatonia City Council

Staff Report

October 12, 2021 Council Meeting

DELIBERATION AGENDA

DA10.1-2021.7

Agenda Item:

Discussion related to payment of up to \$200.00 per month to defray cost of medical insurance for Retirees.

In May 2021 the council discussed this item and requested an Ordinance to be prepared. Due to the changes in personnel, there was not enough information on this to prepare an Ordinance for the Council to take action on. Attorney requested this be discussed again to further clarify the direction the Council would like to take.

Recommended Motion:



Flatonia City Council

Staff Report
October 12, 2021 Council Meeting

EXECUTIVE SESSION

ES10.1-2021.1

Agenda Item:

As authorized by Texas Government Code 551.074 (Personnel Matters) regarding:

Deliberating the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee: Chief of Police



Flatonia City Council

Staff Report

October 12, 2021 Council Meeting

EXECUTIVE SESSION

ES10.1-2021-2

Agenda Item:

As authorized by Texas Government Code 551.074 (Personnel Matters) regarding:

Review City Manager applications



Flatonia City Council

Staff Report
October 12, 2021 Council Meeting

DELIBERATION AGENDA

DA10.1-2021-8

Agenda Item:

Consider and take appropriate action regarding Chief of Police.



Flatonia City Council
Staff Report
October 12, 2021 Council Meeting

DELIBERATION AGENDA

DA10.1-2021-9

Agenda Item:

Consider and take appropriate action regarding City Manager Applications.